CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, September 11, 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
September 11, 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:**

    Commission Workshop Meeting Minutes - July 10, 2024

    Regular Commission Meeting Minutes - July 10, 2024

    Commission Workshop Meeting Minutes - July 22, 2024

    Commission Workshop Meeting Minutes - July 24, 2024

    Regular Commission Meeting Minutes - July 24, 2024

    Special Commission Meeting Minutes - July 29, 2024

    Special Commission Meeting Minutes - August 26, 2024

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

10. **PUBLIC PRESENTATIONS:**

Lorenzo Johnson Sr., CEO/Founder
Community Youth Against Violence
Ref: Operation Teen Curfew

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH FLORIDA NATIONAL UNIVERSITY (FNU) FOR A TUITION REDUCTION PROGRAM FOR THE BENEFIT OF CITY EMPLOYEES, AS SET FORTH IN EXHIBIT "A"; 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, ESTABLISHING A LUMP-SUM BONUS PAYMENT POLICY PURSUANT TO SECTION 215.425, FLORIDA STATUTES; 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 EXECUTE AN AGREEMENT WITH SOUNDTHINKING, INC. (FORMERLY SHOTSPOTTER, INC.) FOR THE PROVISION OF GUNSHOT DETECTION, LOCATION, AND FORENSIC ANALYSIS SERVICES UTILIZING GRANT FUNDING FROM THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND DOLLARS ($99,000.00) IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; 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 EXECUTE THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A", TO AID IN ISSUING CIVIL CITATIONS AND MISDEMEANOR INFRACTIONS OF ENUMERATED SECTIONS OF THE MIAMI-DADE COUNTY CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES REQUIRED FOR AN AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH REQUEST FOR PROPOSALS ("RFP") NO. 24-0311200, PERTAINING TO THE REHABILITATION OF LIFT STATIONS 9 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF STONEHENGE CONSTRUCTION, LLC FOR THE RELOCATION OF THE SANITARY SEWER GRAVITY MAIN SERVICES RELATED TO PROPERTY LOCATED ALONG 133rd STREET PURSUANT TO RFP NO. 24-0507200; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STONEHENGE CONSTRUCTION, LLC FOR SERVICES, IN THE FORM ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-ONE THOUSAND, FOUR HUNDRED EIGHTY-SIX DOLLARS AND THIRTY CENTS ($261,486.30); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR CONSULTANT SERVICES FOR ANNEXATION REPORTS FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA FOR AREA A AND AREA B AND PROVIDE AN IN-DEPTH AND COMPREHENSIVE ANALYSIS FOR AREA C, AS DESCRIBED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR THE SALE OF CITY-OWNED PROPERTY PURSUANT TO RFP NO. 24-0501200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR SAID SALE AND PURCHASE, IN THE FORM ATTACHED HERETO, IN AN AMOUNT OF TWO HUNDRED EIGHTY THOUSAND DOLLARS ($280,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A", TO AMEND THE SCOPE OF THE GRANT TO INCLUDE ON-DEMAND SERVICE TO COMPLEMENT THE FIXED ROUTE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND ADDENDUM TO THE DECEMBER 18, 2023 CONSENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES MANAGEMENT (DERM), ATTACHED HERETO, TO PROVIDE AN UPDATE ON THE CITY'S SANITARY SEWER MODEL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SEMINOLE TRIBE OF FLORIDA CONTRACT WITH ARDURRA GROUP, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR LEAD AND COPPER RULE (LCR) FEDERAL COMPLIANCE ASSISTANCE SERVICES (SEMINOLE TRIBE OF FLORIDA RFQ #17-2023), AND ENTER INTO AN AGREEMENT WITH ARDURRA GROUP, INC. FOR LEAD AND COPPER RULE (LCR) FEDERAL COMPLIANCE ASSISTANCE SERVICES, IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND ONE HUNDRED EIGHTY DOLLARS ($98,180.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR BUS BENCHES / SHELTERS AND TRASH RECEPTACLE, ADVERTISING AND MAINTENANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR DRAINAGE CLEANING AND CCTV INSPECTION OF CITY MUNICIPAL STORM SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

15. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF IQ BUSINESS GROUP, INC FOR PUBLIC RECORD MANAGEMENT SERVICES PURSUANT TO RFP NO. 24-0501200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IQ BUSINESS GROUP, INC FOR SAID**

SERVICES, IN THE CONTRACT FORM ATTACHED HERETO, AND IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Clerk*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING FINAL PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL PLAT REVIEW REQUEST FOR THE CONSTRUCTION/REHABILITATION AND OPERATION OF A CONSTRUCTION EQUIPMENT RENTAL COMPANY AT 2950 NW 132ND TERRACE AND 2990 NW 132ND TERRACE AND IDENTIFIED BY FOLIO 08-2128-004-0350 AND 08-2128-004-0340 IN THE I-2 ZONING DISTRICT; 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, APPROVING THE FINAL PLAT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING APPROVAL OF THE CONDITIONAL USE REQUEST TO OPERATE AN INDOOR SHOOTING RANGE FOR THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08- 2129-016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN TO INCORPORATE THE ADOPTED 2022 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE AND TO STRENGTHEN THE COORDINATION BETWEEN WATER SUPPLY PLANNING AND LOCAL LAND USE PLANNING BY AMENDING CERTAIN OBJECTIVES AND POLICIES IN THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6)), FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 10, 2024).** *Sponsored by City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1)), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

(first reading / public hearing held on January 10, 2024). *Sponsored by City Manager*

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on July 10, 2024).** *Sponsored by City Manager*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

Relocation of Mayor/Commission Offices

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

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

Commissioner Joseph L. Kelley
RV Ordinance
Feasibility Study Updates covering February 2023 - July 2024
Jet Ski Feasibility for Ingram Park

21. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board
1 Individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Kelley)
2 at-large appointments

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

Community Relations, Recreation and Activities Advisory Board
1 Individual appointment (Mayor Taylor)

Historic Environmental Preservation Board
3 at-large appointments

Local Financial Oversight Board
2 at-large appointment

Teen & Young Adult Advisory Board
1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Williams)
1 individual appointment (Mayor Taylor)

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **City of Opa-locka Mayor & Commission presents Community Chess Monthly Challenge on Saturday, September 7, 2024, from 12:00 pm - 1:30 pm, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Dr. Sherelean Bass*

2. **City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, September 9, 2024 at 6:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.**

3. **City of Opa-locka Budget Hearings to discuss the proposed millage rate and budget for Fiscal Year 2025, Tuesday, September 10, 2024, at 6:00 PM and Wednesday, September 25, 2024 at 6:00 PM, Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

4. **City of Opa-locka Mayor & Commission invite you to Community Bingo, Friday, September 13, 2024 at 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida,**

5. **City of Opa-locka Mayor & Commission present Taste of Opa-locka, Celebrating Hispanic Heritage Month, Saturday, September 14, 2024 from 3:00 pm - 6:00 pm, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. Hispanic & Latino Food Tastings - Music - Domino Tournament.** *Hosted by Commissioner Joseph L. Kelley*

6. **City of Opa-locka Planning & Community Development presents a workshop on the Live Local Act, Wednesday, September 18, 2024 at 5:30 pm, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

7. **City of Opa-locka Mayor & Commission invites the community to a Monthly Free Food Distribution, Friday, September 20, 2024 from 10:00 AM - 1:00 PM, while supplies last, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida.**

8. **City of Opa-locka Mayor & Commission invites you to a Community Baby Shower, celebrating National Baby Safety Month, Saturday, September 21, 2024 from 2:00 pm - 5:00 pm, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. Proof of Residency / Registration Required.** *Hosted by Commissioner Sherelean Bass*

9. **Opa-locka Mayor & Commission presents Game Night Tournament, Friday, Saturday, September 27, 2024 from 5:00 pm - 9:00 pm, Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida.** *Hosted by Commissioner Joseph L. Kelley*

10. **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, October 2, 2024 from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.**

11. **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"

CITY COMMISSION WORKSHOP
Wednesday, July 10, 2024
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the City Commission Workshop to order at 6:10 PM on Wednesday, July 10, 2024, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica Williams, and Mayor John H. Taylor Jr. Also, in attendance were City Manager Darvin Williams, Assistant City Manager Shamecca Lawson, Assistant City Attorney Candice Cobb, City Attorney Burnadette Norris-Weeks, and Assistant City Clerk Floralba Valdes-Wright and City Clerk Joanna Flores. Commissioner Sherelean Bass was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC COMMENTS:

Mayor Taylor opened Public Comments. No one came forth to speak. Mayor Taylor closed Public Comments.

6. DISCUSSION ITEM:

- **American Rescue Plan Act (ARPA) Grant Funds**

City Manager Williams introduced the item and began the presentation. He reviewed the agenda including ARPA, expenditures, community selected projects, and recommended capital projects. He stated in 2021, the City was assigned funds ($7,957,062) through the State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act (ARPA). He summarized what other governments are doing, what governments may use ARPA to do, how the ARPA allocation was calculated, and key guidelines associated with ARPA distributions. City Manager Williams continued by reviewing Opa-locka's ARPA funding distribution including

approximately $1M in community select projects, $4.99M in water and sewer projects, $1.94M in roadway and transportation projects, and $7K in consultant fees.
The community selected projects recommendations include: Artscape ($62,500); Trees Installation and Swales Restoration ($62,500); and Segal Park improvements ($250,000).

City Manager Williams reviewed the Rental/Mortgage/Eviction Assistance program requirements and recommendations. He stated the recommended the rent assistance will not exceed three (3) months of debts or a maximum of $3,000, whichever is the lesser. The mortgage assistance will not exceed $6,000 maximum or the amount due, whichever is lesser. The eviction assistance will not exceed first, last, and deposit or a maximum of $6,000, whichever is the lesser, for a total of $257K allocated. He noted the households must mee the gross annual income requirements, not exceeding 120% of the Area Median Income (AMI) limits established by the US Department of Housing and Urban Development for the jurisdiction of Opa-locka, Florida. Low-income limits for determining program eligibility are published by HUD in the Federal Registrar and are updated annually. City Manager Williams mentioned that 117 residents were assisted, with total program expenditures of $241,246.98 as of June 2024. The individual distribution amounts were between $245-$3,000.

City Manager Williams continued the presentation by explaining the Small Business Grants program, with $125K allocation. He described the eligibility criteria, eligible and ineligible use of funding, and funding available per business.

City Manager Williams stated the Fire Station/HR Building Rehabilitation recommended amount was $250K. He continued by reviewing the following recommended Infrastructure Projects: NW 135th Street Water Main; Rutland Water Main and Meter Relocation; Sesame St. Water Main Relocation; Lift Station #4 Relocation and Replacement; Life State #9 Replacement; Pump Station 9 Service Area; Pump Station 16 Service Area; Life Station #16 Replacement; North District Water Distribution; NW 133rd St. Sewer Relocation; Lift Stations Flow Meters; Sewer System and Hydraulic Modeling. The estimated cost of projected capital water and sewer projects was approximately $4.99M. Additionally, he reviewed the proposed funding for Cairo Lane improvements including sewer, drainage, roadway, and water lines.

City Manager Williams concluded the presentation by summarizing the ARPA expenditures and encumbrances as of June 2024, which was approximately $1.12M.

Mayor Taylor noted that there were no completion dates on the projects. He also asked what has been completed to do on water and sewer projects and park renovation. Additionally, he recalled previous funding received from the State for Cairo Lane.

City Manager Williams confirmed that a $7M state-revolving loan was received for the NW 127th Canal. However, the challenge lies in demonstrating ownership of the canal, which they have been unable to do. He noted that they continue to work with the County and State to resolve this issue. He said the County was responsible for coupling the canal and Cairo Lane together. Discussion ensued.

Commissioner Williams stated that the workshop aimed to inform the City Commission about ARPA funding and projects. However, she expressed a desire for more details, including project

dates and more specific funding information, including funding still needed. She also previously requested updates on RFPs.

Commissioner Kelley mentioned that he had previously asked for updated timelines and more detailed information. He felt that the presentation did not meet these requests. He also expressed concern about the encumbrance deadline of December 31, 2024. He concurred with Commissioner William' desire to see how much additional funding would be needed for each project.

Commissioner Kelley inquired about the remaining funding for the rental assistance program. City Manager Williams confirmed that $16,000 was still available.

He also asked for future clarification about consideration for special projects within the small business microgrant program.

Commissioner Kelley asked for an update on the north district water distribution contract. City Manager Williams confirmed a timeline would be provided.

Finally, Commissioner Kelley wondered about the $500K of interest on the ARPA funding. He asked for a recommendation to be presented.

Commissioner Williams reiterated the City Commission's request for detailed project timelines and funding.

Mayor Taylor requested the City Manager defer the item during the City Commission meeting to allow for more information gathering.

7. ADJOURNMENT

There being no further business to come before the City Commission, it was moved by Vice Mayor Ervin, seconded Commissioner Williams to adjourn the meeting at 7:03 PM.

_____
John H. Taylor Jr.
Mayor

ATTEST:

_____
Joanna Flores
City Clerk

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, July 10, 2024
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 7:14 PM on Wednesday, July 10, 2024, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Natasha L. Ervin; Commissioner Joseph L. Kelley; Commissioner Veronica Williams; and Mayor John H. Taylor, Jr. Also, in attendance were: Assistant City Manager Shamecca Lawson; City Manager Darwin Williams; City Attorney Burnadette Norris-Weeks; and Assistant City Clerk Floralba Valdes-Wright. Commissioner Sherelean Bass was not in attendance.

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:

Special Presentation to the Opa-locka Educational Scholarship Awardees

Mayor Taylor introduced the item and provided a brief background, noting each of the three recipients received $1,650. The Opa-locka Educational Scholarship recipients were recognized.

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

City Manager requested to defer Items 13-1, 13-3, 13-4, 13-5, 13-6, 13-8, and 13-9.

Commissioner Kelley requested to pull Item 13-7.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin to approve the Consent Agenda.

There being no additional discussion, the motion to approve Consent Agenda Items 13-2 and 13-10 passed by a 4-0 vote.

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

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Ervin seconded by Commissioner Williams, to approve the agenda.

There being no additional discussion, the motion to approve the agenda passed by a 4-0 vote.

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

8. APPROVAL OF MINUTES:

Commission Workshop Meeting Minutes – June 20, 2024

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to approve City Commission Workshop Minutes from June 20, 2024.

There being no additional discussion, the motion to approve the minutes passed by a 4-0 vote.

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

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

There were no reports.

10. PUBLIC PRESENTATIONS:

Manager Miranda Brito, Community Outreach Specialist Florida Department of Transportation (FDOT)
Ref: NW 135 St / NW 136 St Roadway Project

Ms. Miranda Brito, Community Outreach Specialist Florida Department of Transportation (FDOT), introduced the item.

Ms. Brito introduced the project team and invited the project manager, who provided an update on the NW 135 St / NW 136 St Roadway Project. He outlined the project limits, project scope, project timeline, project details, and traffic redirection.

Ms. Brito explained the outreach efforts and directed the public to the project website for ongoing updates. Additionally, she provided contact information.

Commissioner Kelley asked about improving the open field area. The project manager confirmed they would address the area with minor landscaping.

Mayor Taylor requested copies of the detailed plan be distributed to the City Commission when it was available.

11. CITIZENS' FORUM:

Assistant City Clerk Valdes-Wright announced the protocol for public participation at City Commission meetings.

Mayor Taylor opened the Citizens' Forum.

Ms. Alteasha Ervin, 670 Dunad Avenue, spoke about incidences growing up and her experiences with Parks and Recreation.

Mr. Antwone Davis, 2140 York Street, yielded his time to Mr. Brian Dennis.

Mr. Antonio Pierson, 2140 York Street, yielded his time to Mr. Brian Dennis.

Mr. Tearr Miller, 2140 York Street, yielded his time to Mr. Brian Dennis.

Mr. Brian Dennis, 2140 York Street, spoke chairing the Parks and Recreation Board and their work to get the Ingram Park open. He suggested the City Manager is preventing the park from being opened and City staff are being fired without due process. He referenced various sections of the City Manager's contract and called for an investigation.

Mr. Theophilus Williams, 1391 NW 95th Street, said that the City needs an updated guidelines or handbook before firing a staff member. He stated the Parks and Recreation staff are tired and need breaks. He said when they only fire black people.

Ms. Chiavanti Miller, 13116 Alexandria Drive, read party Opa-locka's mission statement, highlighting the concept of community. She also spoke about the Parks and Recreation department and the time sacrificed by staff to support the community.

Ms. Carolyn Gardner, 1201 [inaudible] Boulevard, spoke about the recent firing of two Parks and Recreation staff members.

Ms. Gabrielle Gaither, 540 Sharar Avenue, yielded her time to Ms. Angelina Roberts.

Ms. Angelina Roberts, 640 Dune Avenue, said there was no due process followed before firing the two employees. She said they were supposed to have an audit in May 2024 and the books are bad with a misuse of funding. She noted the plan was to privatize the parks. She questioned the use of a City vehicle by the City Manager. She said they have a problem in the City.

Ms. Audrey Dominguez, 1147 Jann Avenue, said she received requested information about Seniors on the Move six month later and it was being held up by the City Manager. She noted they have 51 active members in the program and 15 of them do not live in Opa-locka. She stated a staff member has her husband enrolled in the program and they do not live here. She suggested that is a conflict of interest and should not occur.

Ms. Carolyn Renoso, 116 Berry Street, said she sponsors and volunteers for the park. She spoke about the recent firing of Parks and Recreation staff, including the impact on her family. She said they would cease sponsorship if the actions were not corrected. She emphasized that they stand behind the staff members. Additionally, she submitted sponsor letters to the Assistant City Clerk.

Mr. Raphael Ye, 13200 NW 43rd Avenue, said he is a business owner in Opa-locka and would withdraw his sponsorship.

Mr. Ladell Jackson, 2507 Superior Street, asked the City Commission to listen to the people. He said Opa-locka could be as nice as other nearby cities. He spoke about the flooding on Superior Street and the impact on his property and asked for the problem to be fixed. He noted he has not heard from anyone in the City yet.

Mayor Taylor said he would ensure someone reach out to Mr. Jackson.

Ms. Stephanie Ray, 2421 NW 139th Street, said her daughter in law in Zonya Ray. She said Zonya is devoted and only wants to take care of kids and seniors. She asked for the firing to be investigated.

Coach Blow, 1531 NW 29th Avenue, asked who would take over the park if the staff are fired. He said they would not have a football and basketball program without the two staff members.

Mr. Tommy Johnson, 14265 NW 22nd Avenue, yielded his time to Mr. Brian Dennis but he said the City Manager needs to go.

Mr. Brian Dennis said the HR Director cannot hire or fire as it is the sole discretion of the City Manager. He suggested the City Manager influenced the HR Director and asked the City Commission to suspend the City Manager.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor thanked the residents for voicing their concerns.

City Manager Williams addressed the community's concerns, stating that he is currently limited in what he can share due to an ongoing ethics and criminal investigation. He shared his personal experience and stated he promoted Zonya Ray to Parks Director with a significant raise. Additionally, he promoted Mr. Griffin to Parks Superintendent with a raise as well. He stated he has no personal vendetta against Ms. Ray and Mr. Griffin and the terminations were not done lightly, noting the truth would be revealed once the investigations were complete.

Commissioner Kelley said the City Commission only received communication regarding the situation a few hours before the meeting. He said they are the elected body who needs to answer the community and have been in the dark with lack of information. He said the parks system was now understaffed.

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

1. **[13-7] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING / DENYING THE SERVING AND/OR SALE OF ALCOHOLIC BEVERAGES FOR A "PAINTOPIA" EVENT, HOSTED BY SOFLO VENUES CORP, TO BE HELD AT 13449 NW 42ND AVENUE WITHIN THE CITY, ON JULY 21, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

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

City Manager Williams introduced the item and noted Mr. Gay was available for questions.

Commissioner Kelley asked how many officers were required for the event. Mr. Gregory Gay, Planning and Community Development Director, stated the Police Department are responsible to determining the number of officers. Chief Ottley said approximately 5-7 officers would be assigned to the event, along with security officers provided by the producers. He clarified that 5 officers are required for the event. Chief Ottley stated there were no problems at the previous event.

Attorney Norris-Weeks noted that the event does not meet the code criteria for a flea market, including the prohibition of alcoholic beverages. She mentioned that she has raised this issue at least three times.

Mayor Taylor asked City Attorney Norris-Weeks for direction. City Attorney Norris-Weeks suggested the code would need to be changed.

Commissioner Williams asked for the implications if the Resolution was passed. City Attorney Norris-Weeks stated that it creates a liability for the City.

Vice Mayor Ervin asked if the issue was calling it a flea market. City Attorney Norris-Weeks said certain requirements within the code must be met for a flea market in that particular location.

Mayor Taylor asked when the event would be held. Mr. Gay stated July 21, 2024 and clarified the alcohol request was part of the permitting process.

Commissioner Williams asked if the promoter would still move forward with the event without alcohol. Mr. Gay replied that he did not know.

Commissioner Kelley preferred to follow the legal advice from the City Attorney.

There being no additional discussion, the motion to approve the Resolution failed by a 4-0 vote.

Vice Mayor Ervin No
Commissioner Kelley No
Commission Williams No
Mayor Taylor No

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDED LIST OF PROJECTS, ATTACHED HERETO AS EXHIBIT "A", TO BE FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager* Deferred from 06/26/2024 RCM

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO SUBMIT A GRANT APPLICATION TO THE US DEPARTMENT OF JUSTICE (USDOJ) FISCAL YEAR 2023 - 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, AS ADMINISTERED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN, ENGINEERING SERVICES REQUIRED FOR THE DESIGN OF COMMERCE NORTH ROADWAY AND DRAINAGE IMPROVEMENTS FOR THE AREA DESIGNATED AND KNOWN AS "COMMERCE NORTH" WITHIN THE CITY; 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 ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES REQUIRED FOR SANITARY SEWER COLLECTION SYSTEM HYDRAULIC MODELING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR A SEWER FLOW METERING NETWORK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, UTILIZING CERTAIN AMERICAN RESCUE PLAN ACT FUNDS FOR THE ESTABLISHMENT OF A 2024 CITY OF OPA-LOCKA BUSINESS ASSISTANCE MICROGRANT PROGRAM IN A BUDGETED AMOUNT OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00), WITH A GOAL OF ATTRACTING NEW BUSINESSES, RETAINING CURRENT BUSINESSES, INCREASING ECONOMIC ACTIVITY, PROMOTING JOB CREATION AND INCENTIVIZING PRIVATE SECTOR INVESTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING / DENYING THE SERVING AND/OR SALE OF ALCOHOLIC BEVERAGES FOR A "PAINTOPIA" EVENT, HOSTED BY SOFLO VENUES CORP, TO BE HELD AT 13449 NW 42ND AVENUE WITHIN THE CITY, ON JULY 21, 2024; PROVIDING FOR INCORPORATION OF**

RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR ARTSCAPE/ART IN THE RIGHT-OF-WAY SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR NATIVE TREE AND PLANT INSTALLATION AND INITIAL MAINTENANCE SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, IN THE CITY OF OPA-LOCKA FOR THE PURPOSE OF ELECTING TWO CITY COMMISSIONERS; FURTHER PROVIDING FOR A RUN-OFF ELECTION, IF REQUIRED, TO BE HELD ON DECEMBER 3, 2024; PROVIDING FOR CONDUCT OF SAID ELECTIONS BY MIAMI-DADE COUNTY ELECTIONS DEPARTMENT (MIAMI-DADE COUNTY); PROVIDING THAT VOTING PRECINCTS FOR SAID ELECTIONS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; PROVIDING FOR THE FORMS OF BALLOT AND REGISTRATION IN ACCORDANCE WITH STATE LAW; PROVIDING FOR VOTER PARTICIPATION VIA VOTE-BY MAIL IN SAID ELECTIONS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Clerk*

Please note that action taken on the consent agenda resolution can be viewed under Agenda Item No. 6 – Approval of Consent Agenda and Pull List.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager Deferred from 06/26/2024 RCM*

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

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

City Manager Williams introduced the item said Chief Ottley negotiated a special use for the Opa-locka Police Department to turn them into one of the premiere training locations. He stated the applicant was also available for questions.

Commissioner Kelley expressed concern about providing a conditional use to a private company, which may or may not public use.

Mayor Taylor opened public comment.

Ms. Audrey Dominquez, 1147 Jann Avenue, stated she had the same question as Commissioner Kelley as a member of Planning and Zoning Board. She reported they were told later it was open to the public.

Attorney Wes Hevia, 3800 NE 1st Avenue, Miami, introduced himself as the lawyer for the applicant. He explained today was just creating the legislation to allow for applicants. He addressed Commissioner Kelley's concern about vetting applicants.

Ms. Cheryl Cason announced that they lost a retired police officer today.

Lieutenant Commander Karge Larson, 1137 SW 5th Street, Fort Lauderdale, read a quote about democracy and commended the City Commission. He stated he was also a member of The Armory team, the applicant. He said they intend to have the range as a members only club but to be inclusive. He also spoke as a member of law enforcement and stated there were insufficient lack of facilities to train officers.

Mayor Taylor closed public comment.

Mr. Gay said they are discussing the specific conditional use legislation, and the benefits would be outlined in greater detail by the applicant as the process continues.

Commissioner Kelley suggested that more thorough due diligence should have been conducted earlier to avoid the mixed messages that were communicated.

Mayor Taylor asked if a resident could pay the club fee to join. Mr. Gay replied that would be determined by the operator and was not part of this legislation.

Mayor Taylor inquired whether they could add to the legislation that ensure it was open to the community. City Attorney Norris-Week would need to discuss further with her land use attorney.

Commissioner Williams asked if this would change the ordinance forever. City Attorney Norris-Weeks affirmed by clarified that each application would still come before the City Commissioner for approval or denial. Commissioner Williams was troubled by the conditional use and opening up the opportunity for additional indoor shooting ranges.

There being no additional discussion, the motion to approve Ordinance on first reading passed by a 4-0 vote.

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

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING ARTICLE XI, DIVISION 5 ENTITLED "CIVIL SERVICE BOARD" IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Attorney and City Manager*

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

It was moved by Commissioner Williams to discuss Agenda Item 16-A.2. Motion died due to lack of second.

City Attorney Norris-Weeks stated that the current ordinance needs to be repealed because it was not consistent with the current code. She noted it contained a number of different issues. She stated that Commissioner Kelley previously proffered legislation and asked for direction from the City Commission.

Commissioner Kelley expressed concern about repealing without something else in place. He agreed to revisit the legislation and bring it forth.

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

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

RFQ for Civil Engineering and Professional Consulting Services (CCNA)

City Manager Williams stated that the City was experiencing significant engagement issue with the Mimi-Dade County Public Works Department. He said they need to move forward with the renegotiation of their contract. He highlighted the recent work by the Hip Rock Star PR firm which included updated social media accounts and planning for a monthly newsletter. City Manager Williams said he would follow up each City Commissioner regarding the annexation update.

He said the RFQ item was removed prior to the meeting.

Commissioner Kelley stated that he had provided evidence to the City Manager of people parking in illegal areas and the associated safety concerns, yet these issues persist. He emphasized that the City Manager was responsible for addressing them. Additionally, he criticized the lack of progress in beautification efforts and noted that important updates continue to be slow. He vowed to speak up at every meeting until changes occur. He asked about the police department K-9.

City Manager Williams provided an update on the water rate study, noting nothing had changed. He also confirmed the K-9 was deceased and a resolution needed to be prepared to provide a ceremony for the dog. Commissioner Kelley stated he heard that information in the streets and not from the City Manager. He also listed additional areas of concern and asked for more accountability.

Mayor Taylor asked for the bus stop trash receptacles to be cleaned daily. He requested one-way or Do Not Enter signage at Glorieta Gardens. City Manager Williams said they would need to bring forth a resolution. He asked about an update on the bus benches and welcome signs. City Manager Williams stated the items would be on the next agenda.

Vice Mayor Ervin said the Welcome to Opa-Locka sign that is down needs to be removed. City Manager Williams confirmed it would be removed.

Commissioner Williams asked who decided on the Bookbag Giveaway date of August 3rd. City Manager Williams stated it was decided by Parks and Recreation.

Commissioner Williams said there continues to be a serious lack of communication from the City Manager. She said it then trickles down to how other City staff treat the City Commission and creates a division. She continues to suggest a strategic planning meeting to ensure visions align. She emphasized that the communication issue needs to be fixed.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

It was moved by Commissioner Kelley, second by Mayor Taylor, to bring back Civil Service Board legislation.

There being no additional discussion, the motion passed by a 4-0 vote.

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

It was moved by Mayor Taylor, second by Commissioner Kelley, to discuss creating a crime communication legislation.

There being no additional discussion, the motion passed by a 4-0 vote.

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

It was moved by Mayor Taylor, second by Commissioner Kelley, to investigate purchase of a text system.

There being no additional discussion, the motion passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes

Commission Williams Yes
Mayor Taylor Yes

It was moved by Commissioner Kelley, second by Commissioner Williams, to have the City Manager look into reestablishing the Comcast 77 channel.

There being no additional discussion, the motion passed by a 4-0 vote.

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

City Manager Williams stated the PR firm was actively working on the Comcast channel but may require additional costs due to equipment required.

Assistant City Manager Lawson stated that Channel 77 stopped working under the previous IT Director due to equipment needed.

20. MAYOR/COMMISSION REPORTS:

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

Commissioner Joseph L. Kelley
City Payment Process for Vendors
City Liens on Homeowners Properties
Infrastructure Needs and Assessment

Commissioner Veronica J. Williams
Evaluation Process for Charter Officials Strategic Planning
Strategic Planning

Vice Mayor Ervin stated that she had provided the City Manager with information about available funding for infrastructure. She noted that the Parks staff work tirelessly, especially during football season, and expressed her heavy heart over the situation. She emphasized the need for children to have a place to go and vowed not to watch Opa-locka revert to its previous state. Vice Mayor Ervin requested to meet with the City Attorney to discuss a few items.

Commissioner Williams said the 4th of July event was great and thanked Mayor Cava for attending. She congratulated the scholarship recipients and thanked Ms. Walker for coordinating the process.

Commissioner Kelley concurred with the sentiments regarding the 4th of July, especially praising the Parks staff. He thanked the City Manager and the City Clerk's office for their

support in organizing the farm share event and noted that the signage was also helpful. He announced the upcoming Feeding South Florida. He also thanked Mayor Cava for attending the 4th of July celebration. Finally, he noticed the survey on feedback on Facebook to solicit feedback on the event. He announced the Fun Day on July 20th at Ingram Park and would include the fishing tournament.

City Manager Williams provided an update on Glorieta Gardens, including the ongoing abatement process. He stated that the 10 North Group was moving forward with a transition. He mentioned that he received a report late in the afternoon and would review it before sharing with the City Commission.

City Manager Williams stated they were on track to meet deadlines for the financial oversight. Additionally, sign-on bonuses were being offered to ramp up the hiring process for additional accountants.

Mayor Taylor continued to express concern about the December due date since the financials are due in March. He also asked why the Glorieta Gardens presentation from 10 North could not be sent directly to the City Commission. City Manager Williams stated he would prefer to review the presentation but could forward if necessary.

Mayor Taylor announced the upcoming bingo event at Sherbondy Village. Additionally, the 5K run would be held on July 27th. On behalf of Commissioner Bass, he announced a Community Cleanup event on August 10th. Finally, he mentioned the passing of Ms. Richie, former teacher and founder of the Rotary Club.

21. OFFICIAL BOARD APPOINTMENTS:

Discussion ensued about clerks needed for three boards.

Mayor Taylor also asked for the disrespect to stop. He said it needs to change. He noted that the City Commission sets the vison and tone for the City.

Commissioner Williams asked the Assistant City Clerk about her appointment was on the Planning and Zoning Board. City Clerk Flores, joining virtually, stated the Planning and Zoning Board appointments are at-large with staggered terms. She stated she could provide a list with corresponding terms to Commissioner Williams.

22. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 10:27 p.m.

_____

John H. Taylor Jr.
Mayor

ATTEST:

_____

Joanna Flores
City Clerk

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

CITY COMMISSION WORKSHOP
Monday, July 22, 2024
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the City Commission Workshop to order at 6:14 PM on Monday, July 22, 2024, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica J. Williams, and Mayor John H. Taylor Jr. Also, in attendance were City Manager Darvin Williams, Assistant City Manager Shamecca Lawson, Assistant City Attorney Candice Cobb, and Assistant City Clerk Floralba Valdes-Wright and City Clerk Joanna Flores. Commissioner Sherelean Bass was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC COMMENTS:

Mayor Taylor opened Public Comments. No one came forth to speak. Mayor Taylor closed Public Comments.

6. DISCUSSION ITEM:

- **City Of Opa-locka Proposed Budget Fiscal Year 2025**

City Manager Williams introduced the item and began the presentation. He reviewed the following: Timeline; Budget Efficiencies; and Agenda.

Commissioner Kelley requested a copy of the specific proposed departmental reductions.

Mr. Dake Schwarte, Senior Budget Analyst, continued the presentation, and discussed the City Financial Overview.

Commissioner Kelley inquired about the increased compensation. Mr. Schwarte stated that FY 24 was forecasted with an 82% occupancy level and 100% occupancy was projected for FY 25, beginning October 1, 2024.

Mr. Schwarte continued and reviewed the following: City Financial Overview (con't); General Fund Overview; General Fund Closing Fund Balance; General Fund – Fund Balance Utilization; General Fund – Revenue; and Tax Base After CRA Adjustment.

Commissioner Kelley asked about the decrease in grant revenue. Mr. Schwarte confirmed he would need to circle back with more specific information.

Commissioner Williams inquired about property taxes on Page 11. Mr. Schwarte explained about increase in property values and difference in projections. City Manager Williams further explained that property values were increasing rapidly in 2022 but property values did not continue to keep that pace. He also noted a decrease in population.

Discussion ensued about population decline, property taxes, property values, budget impact, and General Fund Balance.

City Manager Williams clarified that they are still at a deficit as far as the needs of the City and CIP projects.

City Manager Williams continued the presentation and reviewed the Millage Rate History and Millage Rate Sensitivity Analysis.

Mayor Taylor would have preferred to see a side-by-side graph of the millage rate. City Manager Williams agreed and stated it would be provided at the next budget workshop.

Vice Mayor Ervin said there is a need for more CIP projects and infrastructure needs to happen to control water flow and flooding. City Manager Williams explained assessments fees as part of development agreements.

Commissioner Kelley inquired about the current impact fee structure. City Manager Williams confirmed an evaluation of the structure would be done during the upcoming fiscal year. Commissioner Kelley emphasized the impact fee structure needs to be updated.

Mr. Gregory Gay, Community Development Director, explained that a company had been hired to evaluate the impact fees and propose an update. Commissioner Kelley expressed concern the developers are being charged outdated fees. Mr. Gay stated the evaluation should be completed near the end of the year.

Mayor Taylor asked to see the difference from last year to this year and the increase of tax revenue.

Mr. Schwarte continued and reviewed the following: General Fund – Expenditure; and Water-Sewer Operating Fund Overview.

Commissioner Kelley expressed concern about the 9% and forcing the City Commission's hand. City Manager Williams addressed the concern and said the 9% was based on data. Mr. Schwarte

stated they received information about County rates increasing. Commissioner Kelley emphasized the importance of a water rate study and the need for more accurate numbers before finalizing the budget. He asked for the recommendation is tied to a formula.

Mayor Taylor stressed his desire for relief and stated the Commission needs to see a snapshot instead of a single number to consider.

Discussion continued about the anticipated 7% water rate increase from the County.

Mr. Schwarte continued the presentation and discussed the following: Water-Sewer Operating Fund Expenditure; Stormwater Operating Fund Overview; Safe Neighborhood CIP Fund Overview; Water-Sewer CIP Fund Overview; Stormwater CIP Fund Overview; and Peoples' Transportation Plan Fund Overview.

Commissioner Kelley asked for an update on the CITT RFP. City Manager Williams confirmed that savings would not be realized for going with the other provider. Mr. Aria Austin would be providing a full report.

Discussion ensued about the RFP and providers. Commissioner Williams expressed concern about the vendor contract change which did not come back in front of the City Commission. City Manager Williams clarified that the Peoples' Transportation Plan Fund (aka CITT funds) needs to be used for that purpose only and the increase has no impact on the City's General Fund. Mayor Taylor requested to receive the parameters for CITT funds, so the City Commission was clear.

Mayor Taylor made a public records request to the City Clerk for all CITT information for the last three years.

The presentation continued and Mr. Schwarte reviewed the ARPA Fund Overview and ARPA Fund Expenditure.

Commissioner Kelley asked what the City Manager's Office recommends for expending the ARPA fund interest. City Manager Williams recommends keeping the interest funding to continue to provide programs such as rental or mortgage assistance programs or projects that have additional expenses.

Commissioner Kelley stated it was possible to utilize the interest for reducing the millage rate, funding CIP projects, or in anticipation of the increase water rates.

Mr. Schwarte further explained the following: Debt Service Fund Overview; Law Enforcement Training Trust Fund Overview; Special Law Enforcement Fund Overview; and Town Center Fund Overview.

Commissioner Kelley inquired about police vehicle rentals. Mr. Schwarte clarified the capital lease of vehicles, in which the City owns the vehicle at the end of the lease term.

The presentation continued with review of the Information Tech. Internal Services Fund Overview and Risk Management Internal Services Fund Overview.

Mr. Schwarte noted the Operating Funds Summary highlights several key areas: the General Fund, which requires additional rebalancing between funding and expenditures for sustainability; the Water-Sewer Operating Fund, which anticipates potential future rate increases and decreasing debt repayment to restore financial stability within a couple of years but cannot support CIP investment in the near term; and the Stormwater Operating Fund, which is financially sound with possible future rate increases to facilitate additional CIP investment.

Mr. Schwarte continued the presentation and reviewed each division including City Commission; City Commission Details; City Manager; General Fund Non-Department; and City Attorney.

The City Commission discussed the travel funding, indicating the amounts allocated may be inadequate.

Mr. Schwarte asked for clarity about Feeding South Florida. Commissioner Kelley explained the program data would be evaluated by September.

Mayor Taylor addressed the funding allocated for lobbying services and emphasized the need for the role.

Commissioner Kelley asked about the timeline for the completion of the parking meter study. Mr. Schwarte stated he would report back with the information.

The presentation continued with review of the City Clerk division. City Clerk Flores explained the next election cycle. Mayor Taylor requested to add funding for a Get Out the Vote initiative. City Clerk Flores spoke about implementing a public records management plan in FY 25. Mayor Taylor also requested the City Clerk receive a raise and should be included in the budget.

The presentation proceeded with review of the following Human Resources and Finance.

Ms. Niema Gantt, Finance Director, addressed hiring and salary range.

Mayor Taylor asked about the finance travel. Mr. Schwarte explained the $58,000 was a misalignment and would be corrected.

In response to Mayor Taylor's inquiry, Ms. Gantt explained the credit card fees.

Commissioner Williams asked about changing the narrative regarding the finance department. Ms. Gantt stated the issue was more about the compensation and less about the narrative.

Mr. Schwarte continued the presentation and reviewed the following: Police; Police Operating Expense; Police Special Law Enforcement Expense; and Police Law Enforcement Training Expense.

Mayor Taylor suggested increasing the Police Explorer Program from $5,000 to $10,000. He also asked for the PAL program to be forecasted. City Manager Williams confirmed the evaluation and likely elimination of the K-9 unit.

Commissioner Kelley asked about the staffing reduction of full-time sworn officers. Chief Ottley explained the reduction in funding due to the two officers from the Cop grant but there would still be 50 full-time officers. Chief Ottley described the interview timeline for the open positions.

Commissioner Kelley stated he has not seen any Public Service Aide (PSA) staff and asked about the funding. Chief Ottley described the retrofitting process of the PSA cars. Commissioner Kelley said it is unacceptable and asked for an update on the PSAs by Wednesday.

Mayor Taylor inquired about the school zone cameras. Chief Ottley agreed to report back with

Mayor Taylor noted the budget did not reflect funding for the recruitment program and gun buyback. Chief Ottley acknowledged.

The presentation continued with review of Beautification & Ground Maintenance.

Commissioner Kelley suggested there was still a major challenge with tree beautification.

Discussion ensued about Ingram Park and utilization of the senior building and trailer.

Vice Mayor Ervin spoke about the tree roots damaging sidewalks. Mr. Schwarte stated the budget includes maintenance.

Mayor Taylor asked about the city-wide lighting assessment. City Manager Williams confirmed the assessment was completed and improvements moving forward would be a CIP project.

The presentation continued with a review of Code Compliance. Ms. Wilma Wilcox, the Code Enforcement Manager, explained that only the new officer lacks a vehicle.

The City Commission discussed the number of Code Compliance officers paid for by the City and the CRA-specific officer. Commissioner Kelley recommended a notation for the CRA officer.

Mr. Schwarte proceeded with the presentation and reviewed Building & Licenses and Community Development.

Mayor Taylor inquired about community education. Mr. Gay noted marketing and education was located within General Expense. Mayor Taylor requested to send out an annual notice to residents of all legislation passed.

Commissioner Kelley asked about residential maintenance assistance. Mr. Schwarte confirmed it was funded by ARPA.

The presentation continued with review of the Housing & Social Services and location for the division. Mayor Taylor suggested even looking at park options or location that would be visible and accessible to residents.

Commissioner Kelley expressed concern about the overall amount.

Mayor Taylor and City Manager Williams agreed to work together to more fully flesh out the Housing & Social Services budget.

Mr. Schwarte proceeded with the presentation and reviewed Parks & Recreation, highlighting the Special Events budget.

Commissioner Kelley asked about the Parks Master Plan. Assistant City Manager Lawson responded that they are waiting for surveys to be completed before preparing the Master Plan. Commissioner Kelley expressed concern about the consultant not distributing the surveys. City Manager Williams explained that the response rate for mailed surveys was low, which is why the city is now distributing them by hand at events and programs.

In response to Commissioner Kelley's question, City Manager Williams explained the two proposed coordinators for the Senior Services. Discussion ensued about coordinators, bus drivers, and new bus size.

Commissioner Williams asked about a few of the proposed athletic programs including Little League baseball. Ms. Lawson said more information would be provided for the second workshop.

Mayor Taylor asked the City Commission to review the Special Events to ensure everything was captured.

Mayor Taylor requested an individual meeting with City Manager Williams to review the events, noting that some decisions seemed to differ from those discussed in the workshop. City Manager Williams disagreed and explained that they are presenting a proposal for consideration, but nothing has been finalized. Mayor Taylor stated the changes should have been better communicated.

Discussion ensued about specific special events and funding.

Mayor Taylor requested to end the workshop following the Public Works division presentation due to time.

There was consensus to end the workshop due to time and reconvene on Wednesday at 5:30 P.M.

7. ADJOURNMENT

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to adjourn the meeting at 11:08 PM.

_____
John H. Taylor Jr.
Mayor

ATTEST:

_____
Joanna Flores
City Clerk

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

CITY COMMISSION WORKSHOP
Wednesday, July 24, 2024
5:30 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the City Commission Workshop to order at 5:45 PM on Wednesday, July 24, 2024, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica J. Williams, and Mayor John H. Taylor Jr. Also, in attendance were City Manager Darvin Williams, Assistant City Manager Shamecca Lawson, City Attorney Burnadette Norris-Weeks; Assistant City Clerk Floralba Valdes-Wright and City Clerk Joanna Flores. Commissioner Sherelean Bass was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Williams.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC COMMENTS:

Mayor Taylor opened Public Comments. No one came forth to speak. Mayor Taylor closed Public Comments.

6. DISCUSSION ITEM:

- **City Of Opa-locka Proposed Budget Fiscal Year 2025**

Commissioner Kelley noted residents were unable to see the presentation slides during the live meeting, but it was available online. Commissioner Williams agreed. Assistant City Manager Lawson acknowledged the feedback.

Mayor Taylor asked for the updates from Monday's workshop. Assistant City Manager Lawson referenced the addendum.

Mr. Dake Schwarte, Senior Budget Analyst, continued the presentation from the previous workshop and noted the following: Public Works Admin; Public Works Roads & Sidewalks; Public Works Fleet Maintenance.

Commissioner Kelley inquired about the sidewalk repairs, specifically on Opa-locka Boulevard. Mr. Owen Carney, Public Works Operations Manager, reported that they had recently assessed the sidewalks for tripping hazards and those needing replacement. He mentioned that they addressed the tripping hazards in Phase 1, and the replacement of sidewalks would take place in Phase 2. Commissioner Kelley suggested that the FY 25 funding was insufficient and expressed concern that the work was still being contracted out.

Commissioner Kelley asked if the Public Works vehicles are leased to own. Mr. Schwarte affirmed and stated a detailed lease analysis could be provided.

Commissioner Kelley inquired about the new Inventory Assistant position. Mr. Carney said the position would be responsible for inventory of the motor pool.

In response to Mayor Taylor's question about the Public Works Code Enforcement Officer City Manager Williams further explained the position.

Mayor Taylor asked about the line items for the city streetlights. Mr. Schwarte clarified the line item was to pay for the streetlights and includes the requested assessment.

Mayor Taylor inquired about the transfer station. City Manager Williams stated it would be postponed based on priorities of other projects.

Discussion ensued about mulch and gravel and clarification about beautification and Public Works. Commissioner Williams suggested a way to combine funding in certain line items and the divisions working together.

Commissioner Kelley asked about vehicle repairs by vendors line items. Mr. Schwarte explained the $90,000 was for insurance and comes back as a reimbursement. Commissioner Kelley asked about the frequency of vehicle accidents. Mr. Schwarte was unsure and would need to provide that information later.

Commissioner Kelley stated they should be keeping track of vehicle accidents and who was responsible. Mr. Schwarte clarified that this includes the entire fleet, not only Public Works vehicles.

Commissioner Kelley asked to see an analysis of all fuel invoices.

Commissioner Kelley inquired about the cleaning of the fleet vehicles. Mr. Schwarte said he would follow up with the answer.

Mr. Schwarte continued the presentation and reviewed the following: Water Distribution; Wastewater Collection & Distribution; Service Line & Meter Maintenance; Water Sewer Finance & Customer Service; Stormwater Operating Fund Expense; Stormwater Operating Fund Contracted Services.

Mayor Taylor asked if the meters had been replaced with digital ones, and Mr. Carney stated it was a work in progress.

Mr. Schwarte continued the presentation and reviewed CIP Management; Water-Sewer CIP; Stormwater CIP; Peoples' Transportation Plan – CIP.

Ms. Adelina Gross, CIP Manager, reviewed Safe Neighborhood CIP – Part I and Safe Neighborhood CIP – Part II.

Mayor Taylor asked about the Sesame Street Bridge completion date. Ms. Gross said they estimate completion by April 2025.

Mayor Taylor inquired about sidewalk replacement, and Ms. Gross said they completed the assessment and were awaiting the analysis; Mayor Taylor reiterated concerns about tripping hazards, and City Manager Williams stated they would see if they could handle it in-house.

Mayor Taylor asked about the football field for Ingram Park. City Manager Williams said they would include a cost estimate for the next budget workshop.

Mayor Taylor also noted funding would be needed for a grand opening of Historic City Hall. City Manager Williams acknowledged the feedback.

Ms. Gross confirmed the Police Station was completed.

Commissioner Kelley voiced confusion about the plan for building security and the police entrance. Chief Ottley explained that a desk would be added outside the double doors, metal detection would be placed externally, and two security guards would continue to monitor the area. Discussion ensued about the system and location of the security guards.

Commissioner Kelley inquired about the relocation of the Commission chambers. City Manager Williams said he would request 1 on 1 meetings with the City Commission on how to proceed.

Mr. Schwarte finished the presentation by reviewing the following: Information Technology; Risk Management; and Town Center.

City Manager Williams provided an update regarding an IT contract with Tyler Industries. City Attorney Norris-Weeks stated the contract was started prematurely and negotiations are ongoing.

Commissioner Kelley requested for the situation to be resolved as quickly as possible and brought back to the City Commission so the work can begin in 2025. Commissioner Williams agreed.

Commissioner Kelley asked about the removal of the special law enforcement position. Mr. Schwarte said the IT Director noted three staff members were the correct amount for the department.

There was consensus to move any remaining workshop items to the City Manager's report during the City Commission meeting.

7. ADJOURNMENT

There being no further business to come before the City Commission, it was moved by Vice Mayor Natasha Ervin, seconded by Commissioner Kelley to adjourned the meeting at 7:06 PM.

_____
John H. Taylor Jr.
Mayor

ATTEST:

_____
Joanna Flores
City Clerk

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, July 24, 2024
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 7:17 PM on Wednesday, July 24, 2024, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Natasha L. Ervin; Commissioner Joseph L. Kelley; Commissioner Veronica J. Williams; and Mayor John H. Taylor Jr. Also, in attendance were: Assistant City Manager Shamecca Lawson; City Manager Darwin Williams; City Attorney Burnadette Norris-Weeks; Assistant City Attorney Candice Cobb; City Clerk Joanna Flores. Commissioner Sherelean Bass was not present.

3. INVOCATION:

The invocation was delivered by Commissioner Kelley

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 Manager Williams requested to defer Items 13-9, 13-11, and 13-12.

Commissioner Kelley requested to pull Items 13-7 and 13-10.

Attorney Norris-Weeks noted that Item 13-2 was encompassed in Item 13-8 and suggested the City Manager pull Items 13-2 and Items 13-8. City Manager William clarified the terminology "pull" and agreed to delete item 13-2 and keep Item 13-8.

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

There being no additional discussion, the motion to approve the Consent Agenda Items 13-1, 13-3, 13-4, 13-5, 13-6, 13-8 and 13-13 passed by a 4-0 vote.

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

7. APPROVAL OF AGENDA:

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to approve the agenda.

There being no additional discussion, the motion to approve the agenda passed by a 4-0 vote.

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – June 26, 2024

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to approve City Commission Meeting Minutes from June 26, 2024.

There being no additional discussion, the motion to approve the minutes passed by a 4-0 vote.

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

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

There were no reports.

10. PUBLIC PRESENTATIONS:

ARPA Presentation Update
City Manager Darvin Williams

Opa-locka Crime Statistics
Liza Erviti, Crime Analyst

City Manager Williams stated the Opa-locka Crime Statistics presented would be moved to the next regular City Commission meeting due to a family emergency.

City Manager Williams began the ARPA presentation and reviewed the following: ARPA Expenditures/Encumbrances as of June 2024; and Community Selected Projects Timeline.

Commissioner Kelley asked about Helen Miller Trails and whether drainage and flooded would be addressed. City Manager Williams confirmed the improvements would address flooding but not the removal of the playground set. Commissioner Kelley recommended looking into removal of equipment.

Mayor Taylor asked how much was left in the rental assistance program. City Manager Williams clarified the total $250K was spent and a resolution to add additional funds would be brought forth at the next City Commission meeting.

Commissioner Williams asked if the City Commission would like to reconsider reallocating funding for the Historic Fire Station if the timeline cannot be met. Additionally, she suggested the building could be used for the new social services department.

Discussion ensued about the Admin Building.

Commissioner Kelley suggested that since this primarily concerns funding, completing the budget process, the City Manager should be directed to incorporate feedback from the workshop. The City Manager could then present the possible options and associated costs, allowing the City Commission to make an informed decision.

Commissioner Williams asked the City Manager to look at the community feedback from the workshop regarding the two buildings.

City Manager proceeded with the presentation and reviewed the Water & Sewer Projects.

Mayor Taylor said Cairo Lane needs to be turned into a special taxing district.

In response to Commissioner Kelley's RFP question, City Manager Williams referenced the dates in red. Discussion ensued about RFPs and timelines. City Attorney Norris-Weeks clarified that any ARPA contracts need to be obligated by December 31, 2024.

Commissioner Williams expressed concern about the timeline for some projects. Mayor Taylor agreed. Commissioner Kelley suggested the City Manager provide project updates by mid-August in order to be prepared for the September City Commission meeting.

Mayor Taylor suggested amending the document to include "RFP or piggyback" for each project.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to reopen the Agenda to discuss Item 13-1.

There being no additional discussion, the motion to approve passed by a 4-0 vote.

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

Mayor Taylor listed the changes again to the Consent Agenda

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to approve the Consent Agenda, as amended.

There being no additional discussion, the motion to approve the Consent Agenda, as amended, passed by a 4-0 vote.

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

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to approve the Agenda, as amended.

There being no additional discussion, the motion to approve the Agenda, as amended, passed by a 4-0 vote.

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

11. CITIZENS' FORUM:

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

Mayor Taylor opened the Citizens' Forum.

City Clerk Flores stated there were no virtual public comments.

Mr. Koray Roberts, 4050 NW 125th Street, yielded his time to Mr. Brian Dennis.

Mr. Tayshawn Williams, 1820 [inaudible] Street, yielded his time to Mr. Brian Dennis.

Mr. Brian Dennis, 2140 York Street, distributed materials to the City Commission via the City Clerk. He spoke about the campaign of Ms. Powers and also referenced the City Manager's

employment contract. He stated a City employee hit the back of a County bus, left the scene of the accident, and should be arrested. He stated the City Manager abuses his power and should be suspended, while a proper investigation could be conducted. Mr. Dennis also suggested the Director of Parks and Recreation was not given due process.

Ms. Carolyn Gardner, 1106 Berry Street, said she was questioned by private investigators about Mr. Griffin. She stated the City Manager is not doing things correctly and sponsors would like to file a formal complaint. She also spoke about low youth sports team participation.

Mr. Audra Williams, 1210 Burlington Street, expressed dissatisfaction about the internal investigation being conducted regarding Parks and Recreation staff. She stated her mom was being harassed by the City.

Ms. Audrey Dominguez, 1147 Jann Avenue, spoke about the recent budget workshop and ARPA-funded projects not yet completed. She questioned the $5M budget deficit and financial oversight. She emphasized the budget is the responsibility of the City Commission. She referenced a copy of the 2020 budget report.

Ms. Chris Roberts, 640 Dunad Avenue, stated the employees were supposed to receive a $250 bonus. She also spoke about ongoing litigation and harassment of local residents and business owners. She said Manny hit the Metro-Dade County bus.

Mayor Taylor asked for clarification on the bus incident. City Manager Williams stated the individual was cited at his home and reported to the City Commission on Flash Traffic.

Vice Mayor Ervin stated she would not allow the City to go backwards. She spoke about the traffic accident and how it is an arrestable offense. She expressed frustration that some staff are treated differently.

Chief Ottley explained the differences between leaving the scene of the accident with or without injuries. He stated they will receive the full investigation from the County.

Vice Mayor Ervin asked if the employee is still employed. City Manager Williams affirmed.

City Manager Williams emphasized he does not discriminate with disciplinary actions.

Vice Mayor Ervin expressed her distrust.

Commissioner Williams asked about the Flash Traffic description of the incidence and said she is shocked about the details. She emphasized the ongoing lack of communication from the City Manager's Office.

City Ottley stressed the information was sent through Flash Traffic.

Commissioner Williams stated they have fired staff members under active investigations.

Discussion ensued about the incident, investigation, and communication from the City Manager's Office.

Commissioner Kelley asked about the City's policy for hitting a vehicle.

Ms. Adams stated that if an employee is engaged in City business and an incident occurs, it is mandatory for the employee to report it to their direct manager, who will then inform HR. She mentioned that she was unaware of the incident, although someone in her office might be.

Discussion continued about communication to the City Commission.

Commissioner Williams read information regarding criminal traffic violations from the Miami-Dade County website. She reiterated the communication breakdown with the City Manager's Office.

Mayor Taylor asked who authorized the use of the City Chamber by a candidate from a neighboring city. City Manager Williams stated the Chamber is not a rental facility and it is not uncommon for people to take pictures within the Chamber.

Mayor Taylor inquired whether campaign photos are able to be taken in the City Chamber. City Clerk Flores would need to research to provide the correct response.

City Manager Williams said the photos taken within City Chambers are not being used in her campaign. Mayor Taylor disagreed. City Manager Williams clarified that an Instagram post is not a political ad.

Commissioner Kelley questioned why access to the City Chamber was allowed. City Manager Williams explained they were test shots and never utilized for campaign purposes. Commissioner Kelley expressed concern about the decision and stated it was poor judgment.

Mayor Taylor asked about the investigation of park sponsors. City Manager Williams said that he had no personal information on the matter and did not hire any private investigators. Chief Ottley said the detectives that went to Pompano Beach based on information received and the investigation was ongoing.

Vice Mayor Ervin voiced her frustration about investigating sponsors. She said the Parks and Recreation staff were not treated fairly and were fired. She wondered whether the goal was to kill the youth athletic programs and questioned why a previous staff member was not fired during an investigation. Vice Mayor Ervin apologized directly to Ms. Caroline on behalf of the City.

Commissioner Kelley asked if criminal investigations are initiated without the City Manager's authorization. Chief Ottley said the question was broad but affirmed that the City Manager knows basics. City Attorney Norris-Weeks suggested a future agenda item be added to address some of the items being discussed and inquiries.

Mayor Taylor asked about the $250 bonus. City Manager Williams replied that it is budgeted in the current fiscal year and will be paid after the evaluation period has concluded.

Vice Mayor Ervin stated the City Attorney said the time had expired. City Attorney Norris-Weeks said the resolution outlines the statutory process. City Manager Williams said they may need to amend the resolution since they have yet to receive evaluations from all 166 employees.

Mayor Taylor asked about litigation. City Attorney Norris-Weeks stated a summary would be provided for any cases her office is overseeing.

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

1. **[13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDED LIST OF PROJECTS, ATTACHED HERETO AS EXHIBIT "A", TO BE FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager Deferred from 07/10/2024 RCM*

The above resolution was read by Assistant City Attorney Cobb.

Mayor Taylor requested to amend the document to include piggybacks.

It was moved by Mayor Taylor, seconded by Vice Mayor Ervin, to add the documentation presented during the ARPA workshop as backup documentation for the item.

There being no additional discussion, the motion to amend the resolution passed by a 4-0 vote.

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

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to approve Agenda Item 12-1.

There being no additional discussion, the motion to approve passed by a 4-0 vote.

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

2. **[13-7] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR**

PROPOSALS ("RFP") FOR NATIVE TREE AND PLANT INSTALLATION AND INITIAL MAINTENANCE SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager Deferred from 07/10/2024 RCM*

The above resolution was read by Assistant City Attorney Cobb.

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

City Manager Williams introduced the item and provided a brief background.

Commissioner Kelley asked about the length of maintenance. City Manager Williams stated the maintenance would be for a period of 12 months.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

3. **[13-10] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK SOURCEWELL CONTRACT #FL-R10-GC03-111821-TCI WITH TEAM CONTRACTING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR BUILDING/INFRASTRUCTURE REPAIRS, ALTERATIONS, AND RESTORATION SERVICES (SOURCEWELL IFB #111821), AND ENTER INTO AN AGREEMENT WITH TEAM CONTRACTING, INC. FOR REHABILITATION, ADDITION AND REPLACEMENT OF THE CITY'S GATEWAY ENTRY SIGNS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS ($260,355.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by Assistant City Attorney Cobb.

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

City Manager Williams introduced the item and provided a brief background.

Commissioner Kelley asked about improving lighting. Ms. Adelina Gross, CIP Manager, confirmed lighting in the area would be improved.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDED LIST OF PROJECTS, ATTACHED HERETO AS EXHIBIT "A", TO BE FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager Deferred from 07/10/2024 RCM*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN, ENGINEERING SERVICES REQUIRED FOR THE DESIGN OF COMMERCE NORTH ROADWAY AND DRAINAGE IMPROVEMENTS FOR THE AREA DESIGNATED AND KNOWN AS "COMMERCE NORTH" WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager Deferred from 07/10/2024 RCM*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES REQUIRED FOR SANITARY SEWER COLLECTION SYSTEM HYDRAULIC MODELING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager Deferred from 07/10/2024 RCM*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR A SEWER FLOW METERING NETWORK;**

PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager Deferred from 07/10/2024 RCM*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, UTILIZING CERTAIN AMERICAN RESCUE PLAN ACT FUNDS FOR THE ESTABLISHMENT OF A 2024 CITY OF OPA-LOCKA BUSINESS ASSISTANCE MICROGRANT PROGRAM IN A BUDGETED AMOUNT OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00), WITH A GOAL OF ATTRACTING NEW BUSINESSES, RETAINING CURRENT BUSINESSES, INCREASING ECONOMIC ACTIVITY, PROMOTING JOB CREATION AND INCENTIVIZING PRIVATE SECTOR INVESTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager Deferred from 07/10/2024 RCM*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR ARTSCAPE/ART IN THE RIGHT-OF-WAY SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**. *Sponsored by City Manager Deferred from 07/10/2024 RCM*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR NATIVE TREE AND PLANT INSTALLATION AND INITIAL MAINTENANCE SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager Deferred from 07/10/2024 RCM*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO SOLICIT THROUGH A REQUEST FOR QUALIFICATIONS (RFQ) CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT (CCNA) SERVICES; TO ESTABLISH A RENEWED LIBRARY OF QUALIFIED CONSULTANTS FOR FUTURE PROJECTS ON AN AS NEEDED BASIS FOR AN INITIAL TERM OF THREE (3) YEARS, WITH A RENEWAL OPTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR CANAL, SLOPE AND BANK MAINTENANCE**

SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK SOURCEWELL CONTRACT #FL-R10-GC03-111821-TCI WITH TEAM CONTRACTING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR BUILDING/INFRASTRUCTURE REPAIRS, ALTERATIONS, AND RESTORATION SERVICES (SOURCEWELL IFB #111821), AND ENTER INTO AN AGREEMENT WITH TEAM CONTRACTING, INC. FOR REHABILITATION, ADDITION AND REPLACEMENT OF THE CITY'S GATEWAY ENTRY SIGNS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS ($260,355.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR 2024-2025; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARY APPROVED BY THE CITY COMMISSION FOR FISCAL YEAR 2024-2025; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 9.3500 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR 2024-2025; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**. *Sponsored by City Manager*

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO DISPERSE FUNDS DIRECTLY TO JOANNA FLORES TO COMPENSATE FOR ADMINISTRATIVE ASSIGNMENTS RELATED TO THE CITY OF OPA-LOCKA'S COMMUNITY REDEVELOPMENT AGENCY (OCRA); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

(Please note that action taken on the Consent Agenda Items can be viewed under agenda item 6 – Approval of Consent Agenda and Pull List).

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

There were none.

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING A NEW ARTICLE XI OF THE CITY CODE OF ORDINANCES; RENUMBERING THE FOLLOWING SECTIONS; SPECIFICALLY ADOPTING CERTAIN PROVISIONS OF SENATE BILL 102, THE "LIVE LOCAL ACT" RELATING TO AFFORDABLE HOUSING; PROVIDING FOR THE ADMINISTRATIVE APPROVAL OF CERTAIN QUALIFIED PROJECTS CONTAINING AFFORDABLE HOUSING UNITS; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE**

DATE (first reading/public hearing held on June 26, 2024). *Sponsored by City Manager*

The above ordinance was read by Assistant City Attorney Cobb.

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

City Manager Williams deferred the item in order to host a workshop.

Commissioner Kelley asked about readvertising. City Clerk Flores said if a date certain is provided, it would not need to be readvertised. City Manager Williams agreed to a date certain of September 11, 2024.

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to defer the item to September 11, 2024.

There being no additional discussion, the motion to approve passed by a 4-0 vote.

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

2. **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, 2023 AND ENDING SEPTEMBER 30, 2024, 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 June 26, 2024).** *Sponsored by City Manager*

The above ordinance was read by City Attorney Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Kelley, to discuss Agenda Item 16-B.2.

City Manager Williams stated that Mr. Ananthan was available for questions.

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

There being no additional discussion, the motion to approve the ordinance passed by a 4-0 vote.

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Williams confirmed they would continue with the budget workshop.

Mr. Dake Schwarte, Senior Budget Analyst, started the presentation and displayed information about Town Center. He continued by reviewing the Budget Workshop Addendum including Sustainability; Millage Rate History; General Fund; Proposed Fund Balance before Millage Rate Adjustments; General Fund Closing Fund Balance at 3% Millage Rate; and General Fund Closing Fund Balance at Roll Back Rate.

Mayor Taylor asked how the city ended up in a position where they have to use their reserves. Mr. Schwarte said they have spent a large amount of money on CIP and operations.

Commissioner Kelley expressed frustration about increased CIP project expenses, frequently higher than original estimates.

Discussion ensued about the millage rate examples, five-year plan, proposed budget, and prioritization of City Commission projects.

Mayor Taylor highlighted the budget's mismanagement. City Manager Williams strongly disagreed and spoke about the $12.2M of fund balance. Discussion ensued between Mayor Taylor, City Manager Williams, and Mr. Schwarte. City Manager Williams confirmed a list of override expenditures would be provided.

Mr. Anathan provided additional comments about how to flatten out spending closer to the $5M. Discussion continued about the budget, expenditures, and millage rate.

Commissioner Kelley inquired about several items, including fixed assets, a list of vehicles and their purchase dates, and the budget analyst listed under the City Manager. He also asked about the budget allocation for HR furniture and employee recognition, as well as funding for

Helping Hands. Commissioner Kelley sought an update on staff recruitment for the Finance Department and questioned the funding for Other Professional Services and Miscellaneous expenses in the Community Department. He raised concerns about the Chamber of Commerce and proposed oversight and suggested that funding under Other Uses in the Police Department was high. He reiterated his previous request for more information on PSAs and questioned the significant increase in property insurance costs. Additionally, Commissioner Kelley asked about Other Professional Services and Storage on Page 51, and under Parks and Recreation, he requested clarification regarding the two coordinators and drivers. He asked for answers to his questions by Friday.

Mayor Taylor asked if they could reduce by 2% to 9.16 mills.

Commissioner Kelley recommended utilized the $500K in interest funding instead of the money from the fund balance. He said he would support the 2% reduction.

Commissioner Williams said she was on the fence with 2% and wondered if there was a middle ground. She expressed concern about the impact for the future.

There was consensus to reduce by 2%.

Mr. Schwarte continued the presentation and reviewed the following: Water Sewer Fund. Commissioner Kelley spoke about the reduction from 9% to 3% and noted he was more comfortable with 6%. There was consensus to go back to 9%.

The presentation continued with Special Events.

Vice Mayor Ervin asked for the gun buyback to be reduced to $5K. Commissioner Williams noted it would be reduced more with County funding. Additionally, she suggested the State of the City to be reduced to $10K.

Mr. Schwarte spoke about the CRA code enforcement officer and zones. Discussion ensued about cross training a Public Works staff member for code enforcement.

Mr. Schwarte finished the presentation by displaying the CITT Revenue Guidance.

City Attorney Norris-Weeks reiterated her recommendation to the City Commission to make their inquiries by resolution.

Commissioner Kelley stated that his past requests with no answers to date include Ingram Park sprinkler system; bonuses; businesses expressing concern about lack of help from City departments; and addressing liens.

It was moved by Mayor Taylor, seconded by Comissioner Williams, that the City Manager will respond to all inquiries made during the July 24, 2024 City Commission Regular meeting.

There being no additional discussion, the motion to approve passed by a 4-0 vote.

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

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

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

Commissioner Joseph L. Kelley
Civil Service Board City
Liens on Homeowners Properties

Commissioner Williams had nothing to report.

Vice Mayor Ervin requested to meet with City Attorney Norris-Week to discuss future legislation. She said she had the privilege of fishing for the first time and thanked Commissioner Kelley.

Commissioner Kelley highlighted the Fishing and Fun Day event and thanked staff, specifically commending the City Clerk and the new PR and Events Coordinator. He also spoke about the Civil Service Board. Additionally, he commented on liens on homeowners' properties and asked what the City is doing to mitigate the unattended homes.

City Attorney Norris-Weeks stated she sent City Manager Williams an email regarding a lien situation that needs urgent action. City Manager Williams stated he would be bringing the item forth at the next Special City Commission meeting. City Attorney Norris-Weeks emphasized that it is a court order. Mayor Taylor stated it is the will of the courts and advised City Manager Williams to work with the City Attorney to remedy the situation.

Mayor Taylor requested the Financial Oversight and Glorieta Gardens updates be sent in writing.

Mayor Taylor also asked everyone to keep Commissioner Bass in their prayers.

21. OFFICIAL BOARD APPOINTMENTS:

City Clerk Flores noted members of the Historical Environmental Preservation Board are not permitted to hold another position and one member currently serves on the Planning and Zoning Board. She has asked the City Attorney's Office to weigh in on the matter. Mayor Taylor requested a report of all Board members and who appointed them.

City Clerk Flores noted two members of the Teen & Young Adult Advisory Board have resigned.

22. ADJOURNMENT:

It was moved by Mayor Taylor, seconded by Commissioner Williams, to cancel all August City Commission meetings, except for the short benefits meeting.

There being no additional discussion, the motion to cancel all August City Commission Meetings passed by a 4-0 vote.

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

The was consensus to hold a Special City Commission meeting on Monday, July 29, 2024 at 4:30 p.m.

There being no further business to come before the City Commission, it was moved by Commissioner Williams, seconded by Vice Mayor Ervin to adjourn at 11:49 p.m.

_____
John H. Taylor Jr.
Mayor

ATTEST:

_____
Joanna Flores
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

SPECIAL COMMISSION MEETING
Monday, July 29, 2024
4:30 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the Special Commission Meeting to order at 4:44 PM on Monday, July 29, 2024, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Joseph L. Kelley, Commissioner Veronica J. Williams, and Mayor John H. Taylor Jr.. Also, in attendance were City Manager Darvin Williams, Assistant City Manager Shamecca Lawson; Assistant City Attorney Jordan Gary; City Attorney Burnadette Norris-Weeks (virtual); and City Clerk Joanna Flores. Vice Mayor Natasha Ervin and Commissioner Sherelean Bass were not in attendance.

3. INVOCATION:

The invocation was delivered by Mayor Taylor

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC COMMENTS:

Mayor Taylor opened Public Comments.

City Clerk Flores stated there is one virtual comment.

Mr. Christopher Bartlett stated he was trying to make a complaint against a Code Enforcement Officer since February and asked for assistance.

Mayor Taylor said the City Manager would reach out to Mr. Bartlett.

Mr. Brian Dennis, 2140 York Street, stated they need to save their City from lawsuits because they cannot afford it. Also, he spoke about the staff members let go from Parks and Recreation and requested a process of suspension with pay so they can pay their bills. He asked how the citizens would benefit from a higher millage rate.

Mayor Taylor closed Public Comments.

6. RESOLUTIONS

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR 2024-2025; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARY APPROVED BY THE CITY COMMISSION FOR FISCAL YEAR 2024-2025; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by Assistant City Attorney Jordan Gary.

City Clerk Flores confirmed the resolution in the packet had blanks and the resolution before the City Commission has been completed with numbers.

Commissioner Kelley requested the second "whereas" be read into the record, so it is documented.

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to discuss Agenda Item 6-1.

City Manager Williams introduced the item and stated all feedback to date have been incorporated.

Assistant City C read the second "whereas" in the record.

Commissioner Kelley asked about process.

Mr. Dake Schwarte, Senior Budget Analyst, stated that the budget goes to the Governor's Office and then the millage rate is set and communicated to the state. Commissioner Kelley questioned the order of the agenda and preferred to hear Agenda Item 6-2 first.

City Attorney Norris-Weeks joined virtually and commented that the order should not matter since they are not actually adopting the millage rate tonight.

Mr. Schwarte stated all updated information is included in the addendum packet and an email was sent to the City Commission with answers to questions from previous meetings.

Commissioner Kelley inquired about the additional $5K in Non-Department. Mr. Schwarte explained the line item increased due to the Get Out To Vote campaign.

Commissioner Kelley asked about the additional code officer. Mr. Schwarte explained the difference between the regular code officer and CRA officer.

Discussion ensued about cross training a current employee.

Commissioner Williams asked about Parks and Recreation funding. Mr. Schwarte clarified funding was shifted between a few line items. Commissioner Kelley said she originally suggested a reduction of funding across the board for all special events.

Commissioner Kelley said he would support the resolution tonight, knowing there would be two more opportunities to adjust the budget.

Mayor Taylor requested 1 on 1 meetings with each City Commissioner to review the budget in greater details.

There being no additional discussion, the motion to approve Resolution passed by a 3-0 vote.

Commissioner Kelley Yes
Commissioner Williams Yes
Mayor Taylor Yes

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 9.3500 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR 2024-2025; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Assistant City Attorney Jordan Gary.

City Clerk Flores stated there was a substitution for the resolution and the proposed millage rate is 9.1630 mills.

Assistant City Attorney Jordan Gary read the substitute item into the record.

It was moved by Commissioner Williams, seconded by Commissioner Kelley, to discuss Agenda Item 6-2.

City Manager Williams introduced the item.

Mr. Schwarte stated the public hearing is scheduled for Tuesday, September 10, 2024 at 6:00 p.m.

In response to Mayor Taylor's question, Mr. Anathan explained how the date was selected. Mr.

There being no additional discussion, the motion to approve Resolution passed by a 3-0 vote.

Commissioner Kelley Yes
Commissioner Williams Yes
Mayor Taylor Yes

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXERCISING INQUIRY AND INVESTIGATION AUTHORITY PURSUANT TO SECTIONS 2.5 AND 4.2 OF THE CITY OF OPA-LOCKA'S CHARTER; REQUIRING THE CITY MANAGER TO PROVIDE WRITTEN FINDINGS, REPORTS, AND PRODUCE POLICIES AND PROCEDURES AND OTHER RELEVANT INFORMATION PERTAINING TO ACCIDENTS RELATING TO CITY VEHICLES AND PERSONAL VEHICLES, PROVIDING PROCEDURES FOR NOTIFICATION TO THE CITY COMMISSION OF MAJOR CRIMES; PROVIDING INVESTIGATION OF MATTERS HANDLED BY THE CITY'S POLICE DEPARTMENT; PROVIDING INQUIRY RELATED TO A 2024 BONUS STRUCTURE PASSED BY THE CITY COMMISSION, BUT NOT YET IMPLEMENTED; PROVIDING INQUIRY FOR NOTIFICATION PROCEDURE TO THE CITY COMMISSION AFTER AN EMPLOYEE IS TERMINATED; PROVIDING INQUIRY AS TO FACTS AND CIRCUMSTANCES SURROUNDING THREE OR MORE FIRED CITY PARK EMPLOYEES; PROVIDING FOR A COMPLETION DATE FOR INQUIRY AND INVESTIGATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Commission*

The above resolution was read by Assistant City Attorney Jordan Gary.

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to discuss Agenda Item 6-3.

Commissioner Kelley inquired about the timeline. City Clerk Flores stated the timeline is set by the City Commission.

Commissioner Williams asked how the findings would be received. City Manager Williams said the Resolution outlines that the findings would be provided via a written report.

Mayor Taylor asked about the meeting to discuss the benefits. There was consensus to hold the meeting on August 26, 2024 at 6:00 p.m. He stated that City Manager Williams will also present all finding information at the meeting.

City Clerk Flores noted two second readings of ordinances would be on the August agenda as well. Discussion ensued about the urgent nature of the two ordinances, including one about the Comprehensive Plan. Mayor Taylor requested the two ordinances be moved to the September 11, 2024 meeting.

There being no additional discussion, the motion to approve Resolution passed by a 3-0 vote.

Commissioner Kelley Yes
Commissioner Williams Yes
Mayor Taylor Yes

7. ADJOURNMENT

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Commissioner Williams to adjourn the meeting at 5:39 p.m.

_____
John H. Taylor Jr.
Mayor

ATTEST:

_____
Joanna Flores
City Clerk

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

SPECIAL COMMISSION MEETING
Monday, August 26, 2024
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the Special Commission Meeting to order at 6:08 PM on Monday, August 26, 2024, at the Opa-locka Government Center, City Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC COMMENTS:

Mayor Taylor opened Public Comments.

Former Commissioner Gail Miller, 14235 NW 22nd Place, stated she previously told them she was sick and tired of being sick and tired. She said they will not stand for the firing of the City Manager. She emphasized that she has recall papers and Commissioner Bass is the only one who is neutral on the issue being discussed tonight. She stated the City Commission are not for the City. She said they need to stop playing games and enough is enough.

Ms. Chris Roberts, 640 Dunad Avenue, said they are in a $5M deficit and people are talking about things they do not know nothing about. She said Ms. Miller is disrespecting her.

Mayor Taylor said they need order and for everyone to be respectful.

Ms. Roberts continued by stating the City has 11 lawsuits filed against them. She said the Police Department is corrupt and all the issues are causing the taxpayers money.

Ms. Toroni Mitchell, 14225 NW 22nd Place, said she is speaking on behalf of her husband and Tommy Johnson regarding an incident on Rutland Street. She stated her husband's name has been slandered. She noted the Police Department did not handle the situation correctly and no one took statements. She said the City Manager and Police Chief both need to be removed.

Ms. Stephanie Holden, 200 Perviz Avenue, said the whole thing is ridiculous and people are being two-faced. She spoke about family working together and personal relationships. She said the City Manager has done everything for everyone and needs to stop being attacked. She stated the City Commission should fire themselves.

Mr. Theophilus Williams, 1391 NW 95th Street, said it is sad because the senior citizens are the ones who are suffering. He added that property taxes are rising, water bills are going up, and there are homelessness issues. He questioned what the City Commission is doing and said they are just fighting each other.

Ms. Mary Jackson, 2254 Rutland Street, spoke about the incident regarding Mr. Mitchell and Mr. Johnson. She said they never received a statement from Mr. Mitchell and the police report contained lies. She noted the cops are crooked and need to be removed from the police force. She asked for Mr. Mitchell's name to be cleared.

Mayor Taylor asked the City Manager to connect with Ms. Jackson. City Manager Williams agreed.

Ms. Roslyn Kelly, 420 Aladdin Street, said the elected officials do not allow Opa-locka to be great. She said they are not working for the benefit of the city and others should be elected.

Ms. Antonette Mitchell, 14225 NW 22nd Place, approached the podium but was unable to speak.

Ms. Sharon Peterson, 14250 NW 22nd Place, asked why the City Manager has to be fired. She said they should keep the City Manager.

Mayor Taylor said the item will be discussed later in the meeting.

Mr. Brian Dennis, 2140 York Street, said he was asked not to come to the meeting. He said he has known Mr. Mitchell and Mr. Johnson for years and the incident is sad. He stated Mr. Mitchell's family is being torn apart because a former elected official is being given partiality.

Dr. Michelle Powell, 16099 NW 14th Avenue, Miami Gardens, said this is the second time she has come to the podium on behalf of the City Manager. She noted the City Commission seldom follows the agenda and issues are being discussed that are not on the agenda. She stated the City Manager has been working tirelessly to get the City out from oversight. She noted the City Manager has worked 16-17 hours a day 7 days a week.

Mr. Merrick Williams, 1211 Peri Street, expressed his support for the City Manager. He asked Vice Mayor Ervin to reconsider since it seems rushed and inappropriate, and an investigation is going on. He suggested the City Commission take a step back.

Pastor Josiah Friarson, 2180 Service Road, said he is the great-grandson of Charlie Divine who helped formed the Opa-locka Jets and set up the great City. He said his great-grandfather was proud

of this City. He questioned what has happened. He stated they should listen to the people, and they want the City Manager. He suggested it may be time for the City Commission to get out of their seats and new people in them.

Dr. Retevea Bain-Walden, 1860 Service Road, said she is running for City Commissioner. She stated that she is for the people of Opa-locka and she has experienced injustice. She noted the City Manager was voted in. She said there are items within this City that need to be addressed. She emphasized that they need to stop the mess. She stated if the City Manager is removed, other people will be removed.

Ms. Tina said if they vote Dr. Walden in, it will be big mistake. She said she wants justice in Opa-locka.

Mayor Taylor closed Public Comments.

6. RESOLUTIONS/ACTION ITEM:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO RENEWAL INSURANCE CONTRACTS WITH AVMED, INC. AND METLIFE FOR MEDICAL, DENTAL, AND VISION INSURANCE FOR CITY EMPLOYEES, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND EXPIRING SEPTEMBER 30, 2025; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by the City Manager*

The above resolution was read by Assistant City Attorney Candice Cobb.

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

City Manager Williams introduced the item and stated it is the annual renewal for the health insurance plan. He noted Ms. Adams, HR Director, was available for questions.

Commissioner Kelley asked if an employee survey was done to assess satisfaction with Avmed, Inc.

Ms. Mary Adams, HR Director, stated that no official survey was completed but the general response was that they have no issue with continuation of the service.

Commissioner Kelley said he heard some deductibles had increased and questioned what could be improved.

Ms. Adams welcomed the Avmed representative to speak.

Mr. Eugene Mintze, broker, said they had a few carriers who would not quote the City based on certain ailments and claims. He said the deductible and maximum out of pocket expenses were both reduced this year. He clarified that two other carriers were considered as well.

Commissioner Kelley asked about the 7.7% rate increase. Mr. Mintze explained the rate was negotiated down from 26%. He added that the City covers 100% of the employee only due to union contracts.

Commissioner Kelley said they budgeted a 5% increase and spoke about vacancies.

City Manager Williams stated Mr. Anathan did project for a 5% increase due to past utilization. He noted the utilization was a bit higher than anticipated. He said they would be bringing forth a budget amendment.

Commissioner Kelley clarified that they are either going to fill positions or not. He said he asked if the City would absorb the rate increase, and the response was yes.

Commissioner Kelley noted fluctuating rates from January through March on Page 9.

Mr. Mintze also said he negotiated a free wellness day, biometrics, additional $2,500 for health and wellness initiatives, and $2,500 in incidental sponsorships.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

2. DISCUSSION AND ACTION RELATED TO CITY OF OPA-LOCKA RESOLUTION NO. 24-116

The above item was read by Assistant City Attorney Candice Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Kelley, to discuss Agenda Item 6-2.

City Manager Williams introduced the item. He said at the July 24, 2024 City Commission meeting his office was tasked with answering questions. He invited Chief Ottley to present and answer the questions.

Commission Kelley asked for copies of the written report.

The City Commission recessed at approximately 7:00 PM.

The City Commission reconvened at approximately 7:08 PM.

City Clerk Flores called roll again.

Commissioner Joseph L. Kelley, Vice Mayor Natasha L. Ervin, Commissioner Sherelean Bass, and Mayor John H. Taylor were all present.

The above item was read again by Assistant City Attorney Candice Cobb.

It was moved by Commission Kelley, seconded by Commissioner Bass, to discuss Agenda Item 6-2.

Chief Ottley began his presentation and addressed the employee-related traffic crash on July 18, 2024 with the Miami-Dade transit bus. He reviewed the timeline of events, traffic report, drawing of the incident, traffic citation, and traffic citation transmittal. He summarized the Florida State Statute concerning whether it was an arrestable offense. He then displayed the Miami-Dade transit investigation, Opa-locka police vehicle assignments, flash traffic notification, removal of the City Commission in the process from previous City Manager, and FBI CJIS policy. Chief Ottley spoke about investigation policy, process, and methods. Additionally, closed and cases were summarized. He stated he was not at liberty to discuss any ongoing cases. Chief Ottley briefly explained Senate Bill (SB) 184.

Commissioner Kelley inquired about the timeline for the citation.

Chief Ottley clarified that the citation was written at 7:00 PM and not two days later.

Commissioner Kelley asked about a detail within the flash traffic report. Chief Ottley confirmed the flash traffic report did not first identify the incident was concerning an employee. He said that he sent the information he knew at the time.

Commissioner Kelley asked about discretion for issuing a citation. Chief Ottley clarified that he said at times it is at the discretion of the officer, based on how egregious the offense. Commissioner Kelley said his issue is with the word "discretion." Chief Ottley said it was standard procedure for a hit and run with minor property damage and would be a citation regardless.

Commissioner Kelley inquired about the number of open FDLE cases. Chief Ottley replied that he only requested the closed FDLE cases.

Vice Mayor Ervin stated she previously asked about drug testing of the employee.

City Manager Williams said he submitted an addendum to the Chief's presentation that were not included so he will ensure the City Commission receives those documents. However, he explained that the employee had an approved two-week vacation. He said the accident occurred on a Thursday at 5:00 PM and they would have had him drug tested the next workday. He stated the administration had no opportunity to engage with the individual based on the vacation. City Manager Williams added that the individual immediately resigned upon return to work.

Vice Mayor Ervin asked why the employee was not taken to be drug tested when the officers went to his house to issue the citation. City Manager Williams stated it is not the function of the Police Department to take off-duty employees for drug testing. He said they only take employees to be drug testing when the incident happens on the clock and the employee is on the clock.

Vice Mayor Ervin disagreed with the policy.

City Manager Williams said no preferential treatment was given to this employee and all policies and procedures were followed.

Commissioner Kelley asked if the information they received the policy and procedure of the Opa-locka Police Department. Chief Ottley said the policy and procedure package was prepared for the City Commission, but he failed to provide it.

Commissioner Kelley said the City Commission previously inquired whether the City was aware of any current investigations of City employees or charter officers being conducted by FDLE, Miami-Dade County or any other municipality, and, if so, how many. He emphasized they requested the information over a month ago.

Vice Mayor Ervin asked if there any officers DUI-certified. Chief Ottley confirmed five officers are within the department.

Vice Mayor Ervin inquired why the employee was not issued a breathalyzer when the officers went to the person's home. Chief Ottley said once an employee is home, it is not appropriate.

City Attorney Norris-Weeks stated a few questions that the City Commission asked that could feed into potential liability issues in the future and they may want to receive those answers as well.

City Manager Williams said that Chief Ottley addressed the first query which was why the incident was not reported to HR. City Manager Williams said it is the responsibility of the Department Head to report to HR, which would have been Mr. Aria Austin. He emphasized that it was unlikely that Mr. Austin was made immediately aware of the incident.

City Attorney Norris-Weeks said the second question was concerning the assignment of vehicles. Chief Ottley explained the police vehicles are generally assigned by seniority and has an entire process.

City Attorney Norris-Weeks noted an additional question was asked about the penalty for driving a vehicle not assigned. Chief Ottley said the penalty would be an investigation and disciplinary process.

Commissioner Kelley said the questions were about a public works vehicle and not a police vehicle. He said it is not for the Public Works Director, and not Chief Ottley, to answer.

City Manager Williams asked Mr. Aria Austin to address the question but first clarified the timeline about when he knew about the incident and responsible employee.

Commissioner Kelley expressed frustration about continuing to receive different information.

Mr. Aria Austin, Public Works Director, said vehicles are assigned specifically to employees to those who have take-home vehicles. If not, they are assigned by the immediate supervisor for the day's tasks, on a pool basis. In this case, the employee had a take-home vehicle, and the second vehicle was assigned by a workorder and inspected prior to him taking it on the road.

Commissioner Kelley questioned why they did not know who had the vehicle then. Mr. Austin described the GPS system and process. Mr. Austin added, at the time of the incident, the records were located within Public Works, which was then closed. He confirmed it was provided the next day.

Commissioner Kelley stressed there is a disconnect and a policy is needed so it is easy to track who signed out vehicles.

Commissioner Kelley asked to receive all information that is part of the investigation and inquiry.

Mayor Taylor inquired about the bonus structure.

City Manager Williams provided further information about bonuses. He requested a quarterly bonus for employees but the dates in the resolution were outside the dates in the evaluation period. He noted the mistake and said the new evaluation period end within the current fiscal year, on September 23, 2024. He is requesting approval of the new dates, which will come before the City Commission for consideration on September 11, 2024.

Commissioner Kelley stated it was intended to be a one-time merit bonus of $250 based on a satisfactory evaluation.

City Manager Williams clarified that the mistake was not noticed until May or June 2024.

City Attorney Norris-Weeks said the City Manager cannot just do another evaluation as the resolution included specific dates. She stated a specific date and timeline for evaluation and payments must be brought back in a new resolution for the City Commission to approve. Once approved, then the evaluation would take place. She stated that any evaluation occuring right now would be illegal.

Mayor Taylor asked City Manager Williams to figure it out with City Attorney Norris-Weeks.

City Manager Williams read a response in the record to a previous City Commission inquiry about employee termination policy.

Commissioner Kelley suggested the information they receive about employee terminations is inconsistent.

City Manager Williams addressed the concern about accessibility of City Commission chambers and previous incident regarding political photographs. He said the candidate in question, running for a Miami Gardens position, did not utilize any photographs from the Opa-locka chambers for campaign purposes.

Vice Mayor Ervin said they have not updated their policies and procedures in some time. City Manager Williams agreed and noted the policies and procedures are from 2007. He added that Ms. Adams presented an updated draft currently being reviewed.

Vice Mayor Ervin asked about taking pictures in the City Commission chambers. City Manager Williams said all inquiries would go through the City Clerk or City Manager's Office.

City Manager Williams addressed the firing of three Parks and Recreation employees, specifically information about sponsors. He stated it is an open investigation.

Vice Mayor Ervin stated that Ms. Karen's letters were intended for the City Commission dais and not the City Manager's Office. She said the City Commission did not receive the letters.

City Manager Williams said he picked up the sponsorship letters that were left on the chairs in the chambers. Additionally, any documents received by the City Commission are for public record.

Vice Mayor Ervin disagreed and said the letters should have come directly to them.

Commissioner Kelley read the specific City Commission inquiry regarding the park and recreation employees who were terminated.

City Manager Williams said those questions would be answered with additional documents.

City Attorney Norris-Weeks emphasized that political campaign activities may not involve the use of public resources.

City Clerk Flores said the memorandum form the Miami-Dade Commission on Ethics is provided to all city employees every year.

City Manager Williams reiterated there have been no political campaign pictures taken inside the City Commission chambers, to his knowledge.

City Manager Williams provided additional information about his visit to Segal Park and the terminated employees.

Discussion ensued about the situation.

Vice Mayor Ervin suggested City Manager Williams was campaigning when he was supposed to be in the City of Opa-locka. City Manager Williams disagreed and noted the one day he was out he was on leave. He further explained he dropped off his purse to his partner in Miami Gardens and was photographed.

Commissioner Kelley revisited the topic of employee termination. City Manager Williams said he stands by his decision to terminate Mr. Butler.

Commissioner Kelley stated they were supposed to receive a response to the inquiry in writing.

City Manager Williams stated several parks employees expressed disappointment about the firing of Mr. Butler when others were permitted to remain employed under similar situations. Assistant City Manager Lawson looked into the accusations and a recommendation was made to terminate an additional employee, which City Manager Williams accepted.

Mayor Taylor asked for order in the chamber.

Vice Mayor Ervin expressed disappointment that employee found out they were fired on Facebook.

Discussion continued about documentation, open investigation, and the inquiry.

Commissioner Bass asked where the photos are demonstrating the City Manager working beyond typical business hours.

Commissioner Kelley stated many of the directives and questions asked as part of the discussion have not been answered.

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING CITY MANAGER DARVIN E. WILLIAMS AND APPOINTING AN INTERIM CITY MANAGER; PROVIDING FOR BANKING AUTHORITY; INCORPORATION OF RECITALS; AND AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Ervin*

The above resolution was read by Assistant City Attorney Cobb.

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

Vice Mayor Ervin introduced the item. She stated that she has no personal issue with the City Manager, but she is standing up for what is right. She said the City Manager has conduct unbecoming of the City employee, violation of Rule 19, gross negligence in handling affairs of the City, willful disrespect of a direct order, demand, or policy of the City Commission.

Commissioner Kelley said he did not support the City Manager's contract, but he has tried to work with him, meet with him and even gave him an evaluation and gave him suggestions. He referred to Section 3, Clause B of the City Manager's contract, terms for cause, when you look at handling the city affairs and it was stated about the city having so much money. However, if you look at the trend, over the last couple of years and the information given by the budget department, the city is on a downward trend in terms of city funding. Secondly he mentioned in terms of a disregard of order, demand or policy of the Commission that on many occasions the City Commission have given direction to the City Manager where action was not taken, or information received. He pointed out that as a part of the inquiry it was required certain things be given to this Commission in writing, not verbal, not partial, but given to this Commission in writing. So, when the City Manager doesn't follow the policy, the steps, directives given by the Commission then to him that's with cause. He supported terminating the City Manager, with cause.

Commissioner Bass stated that she is one of the greatest supports of the City Manager. She said they were worse off two years ago and she is not looking for a perfect manager but someone to get the job done. She said history is repeating itself every two years. She noted a lot of this is personal and she is tired of being embarrassed by the media coverage of the City. Commissioner Bass suggested they have not even completed a proper evaluation of the City Manager, which they said they were going to do. She said she calls the City Manager directly when she has an issue with him. She noted their sister cities do not air their dirty laundry like this City Commission does. She emphasized that she would vote to keep the City Manager.

Mayor Taylor acknowledged differences with the City Manager. He said he wished they would have done this with a more respectful and professional manner and will not support the resolution.

There being no additional discussion, the motion to approve the resolution failed by a 2-2 vote.

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

7. ADJOURNMENT

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to adjourn the meeting at 9:12 p.m.

_____
John H. Taylor
Mayor

ATTEST:

_____
Joanna Flores
City Clerk

Joanna Flores

From: Lorenzo Johnson <2017cyav@gmail.com>
Sent: Monday, August 26, 2024 7:03 PM
Subject: Fwd: Fw: REQUEST TO BE PL;ACED ON THE AGENDA - COMMISSIONER MEETING
Attachments: Operation Teen Curfew Procedures - F 0824.pdf; TEEN CURFEW POWERPOINT - F -08252024.pptx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

COMMUNITY YOUTH AGAINST VIOL

August 26, 2024

Attention City Clerk,

On July 11, 2024, Community Youth Against Violence held a press conference a Station to discuss our "Operation Teen Curfew Initiative". City Council/Commis Police, and Mayors throughout Dade County were in attendance.

We are not sure if a representative from your municipality was present. Theref up to inquire if you would like to join us in the effort to re-establish and enforce We are requesting to be placed on the agenda for the next Commissioner's mee an opportunity to share our vision and present our "Operation Teen Curfew Ini us know the necessary steps to be included on the agenda, and if there are any you need from us in advance. We look forward to discuss how we can work tog community's youth.

We anxiously await your response. Should you have any questions or require f please don't hesitate to contact me at 305-749-9896 or cyav2017@aol.com, you personally at 786-290-6333.

Respectfully,

Lorenzo Johnson Sr.

Lorenzo Johnson Sr.

CEO/ Founder



Activists want more enforcement of Miami-Dade's curfew for teenagers



Activists want more enforcement of Miami-Dade's curfew for teenagers

Rev. Lorenzo Johnson said he wants police officers to do more to enforce a curfew for teenagers in Miami-Dade Co...

https://www.local10.com/news/local/2024/07/11/activists-want-more-enforcement-of-miami-dades-curfew-for-teenagers/

Best Regards,
Lorenzo Johnson Sr.
Community Youth Against Violence
cyav.net

--
Pastor Lorenzo G. Johnson, Sr.
Community Youth Against Violence
6600 NW 27th Avenue, Suite 204
Miami, Florida 33147
(305) 749-9896


TEEN CURFEW CAMPAIGN
Community Youth Against Violence

WHAT IS THE TEEN CURFEW ORDINANCE ?

Teen Curfew is an ordinance that prohibits individuals under the age of 17 to be out in the streets unsupervised by their parent or guardian after 11:00p.m.-6:00a.m. on weekdays and 12:00a.m.- 6:00a.m. on weekends.



WHAT ARE THE EXCEPTIONS TO THE TEEN CURFEW?

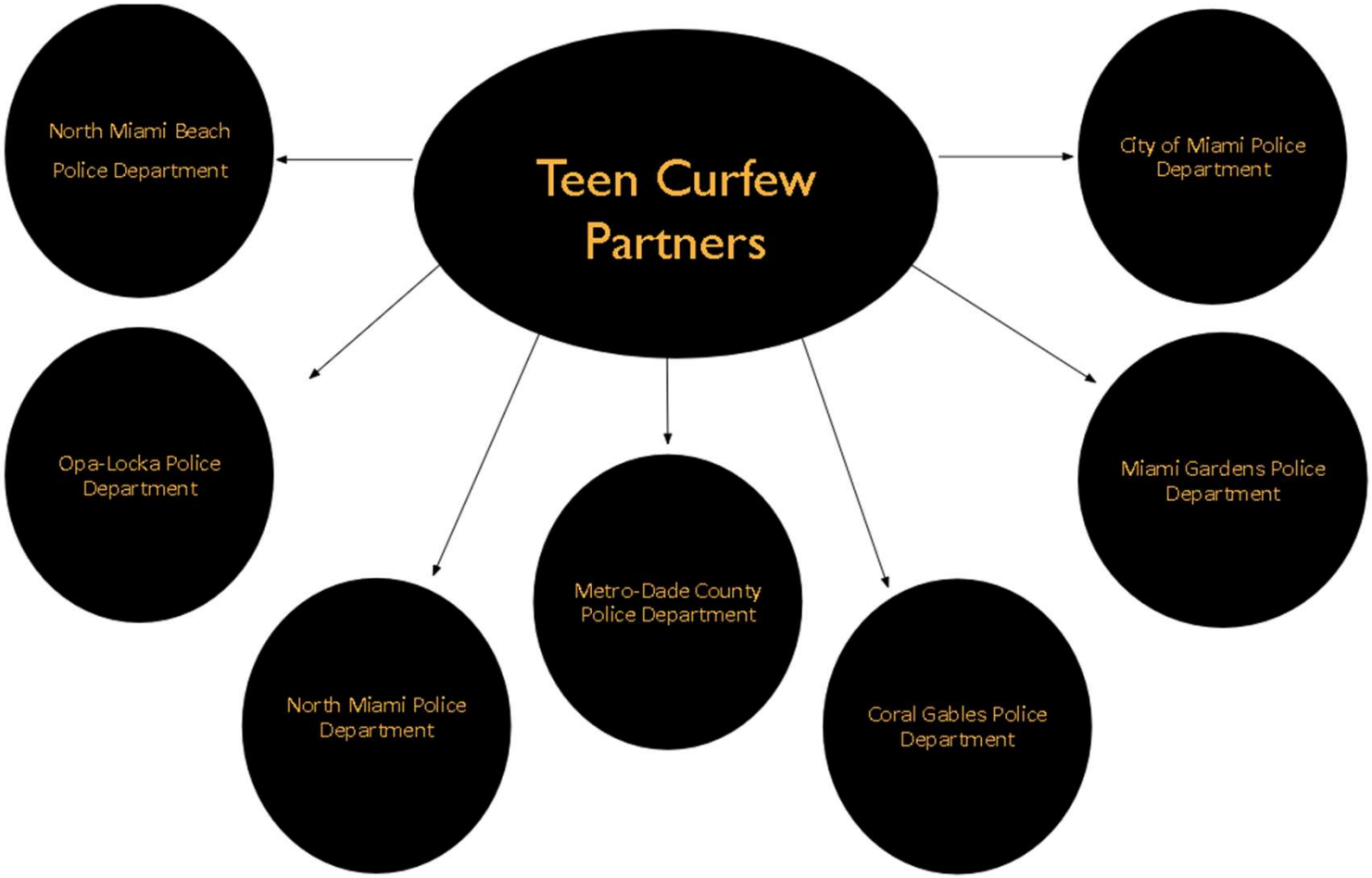
- The only teens excluded from the Teen Curfew are those who are going or returning from work and those who are traveling.
- Teens who are caught committing a crime while violating the teen curfew will not be taken to any of the drop off points, but will handled by law enforcement and they will decide how to proceed.

WHAT ARE THE CONSEQUENCES?

- Any child caught breaking the Teen Curfew Ordinance will immediately be picked up by a law enforcement officer. The parent or guardian will then be notified, and the child will be taken to the nearest drop off point.
- Parents could face up a five-hundred dollar fine when the child is found to have broken the ordinance multiple times.



OPERATION TEEN CURFEW



WHAT HAPPENS AFTER THE YOUTH IS TAKEN TO THE NEAREST DROP OFF POINT?

Step 1: Parent or guardian will be notified by law enforcement officer that the child is being picked up and must report to the to the nearest police station.

Step 2: Youth's basic information will be registered by the law enforcement officer and the information will be placed in a data base.

Step 3: The parent, guardian or an adult over the age of 21 years old must present a valid ID when picking up the youth and will have to fill out a release form.

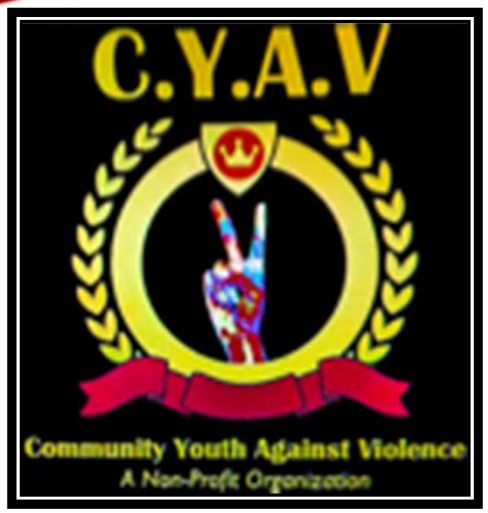
WHAT HAPPENS AFTER THE YOUTH IS TAKEN TO THE NEAREST DROP OFF POINT?

Step 4: There will be a follow up within 24-72 hours in which the parent or guardian will be notified that a CYAV counselor will do a home visit and complete an observation and well-detailed assessment.

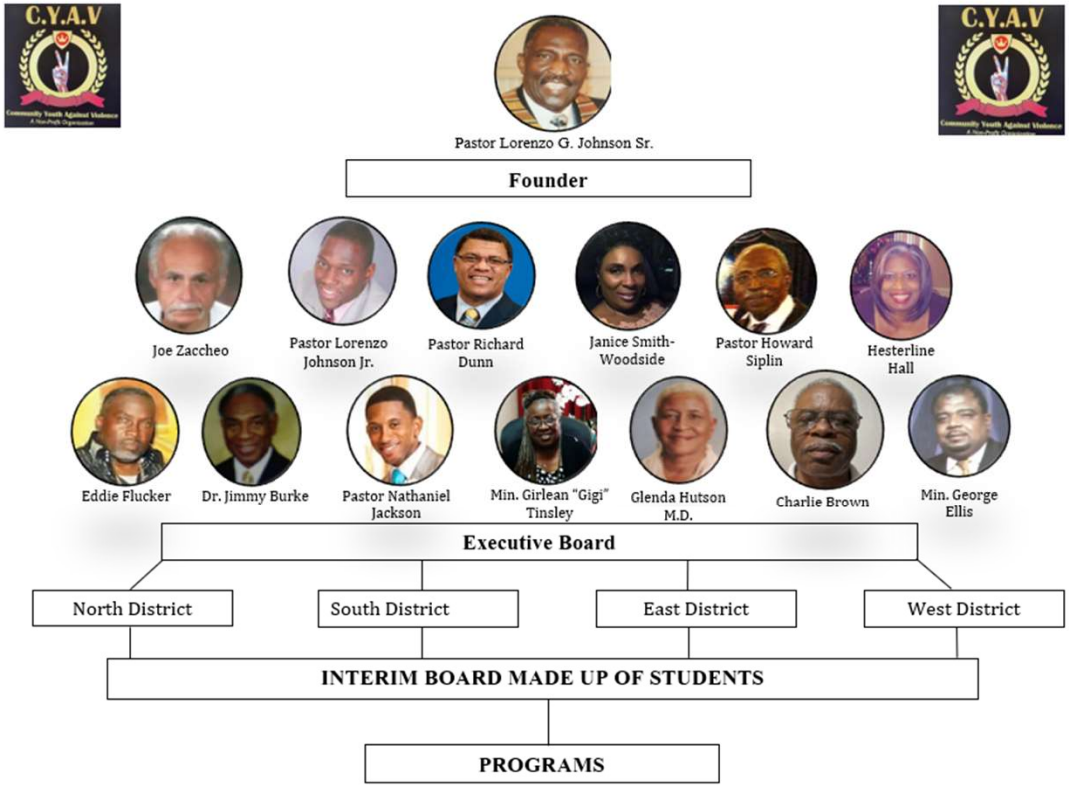
Step 5: Once the observation and assessment is completed, the C.Y.A.V. counselor will determine what resources will be provided for the well being of the child and parents' needs.

WHAT IS THE PURPOSE OF THE TEEN CURFEW?

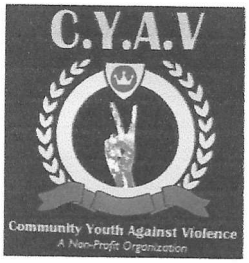
The purpose of the Teen Curfew Ordinance is to decrease juvenile crime, and advocate to end gun violence in our communities. Our mission is to create an effort to develop a relationship and accountability among parents and children.



Founder CEO Lorenzo Johnson Sr.
Location: 111 NW 183rd St. # 414
Miami, FL 33169
Office: (305)749-9896
Cell: (786)290-6333
Website: cyav.net
Email: cyav2017@aol.com



WE ARE ON A MISSION



COMMUNITY YOUTH AGAINST VIOLENCE

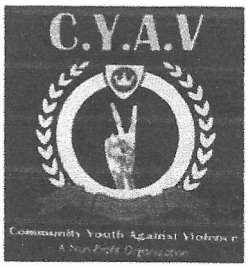
Operation Teen Curfew Procedures

CEO/Founder Lorenzo Johnson, Sr.

111 NW 183rd St. Ste 414; Miami, FL 33169 Office: (305) 749-9896 Cell: (786) 290-6333

cyav2017@aol.com www.cyav.net

"OPERATION TEEN CURFEW"



Procedure for Curfew Violation

Miami-Dade Juvenile Services Department (JSD) has a system in place that could facilitate law enforcement officers with the information needed when a child is picked up.

There will be a direct contact number with Police Records Technicians (PRT) from JSD that will be available 24/7.

The number is **(305) 755-6130**

Procedure when the teen is picked up by law enforcement

Once a teen is picked up, law enforcement officers need to contact the number provided above to access records of teen curfew violations. It is very important that police departments identify themselves for JSD records, otherwise they won't be granted access to the information.

The database will cover name of the child, home address, date of birth, how many times has the teen been picked up, where were they picked up, zip code for the area, and who they were released to.

The CYAV Brochure contains additional information for parents/guardians when picking up their child. Such as, informing them of the 24 to 72 hours follow-up home visit by a CYAV Counselor.

What happens if parent/guardian can't be reached?

In case the parent/guardian can't be reached, officers can drop-off the child at JSD. From there, JSD will keep trying to contact the parent or guardian. If no one is contacted, JSD will transfer the child to an overnight facility.

Community Youth Against Violence will be checking daily if a child has been picked up to update the records. If you have any questions, don't hesitate to contact us at (305) 749-9896 or through email at cyav2017@aol.com.

Juvenile Services Department
Juvenile Curfew Violation
On-Site Flow

- All youth detained by law enforcement will undergo the following protocol when being considered for a juvenile curfew violation.

- Police Officer calls Juvenile Services Department (JSD) to run a youth in JSD available systems (Quest, DJJ- JJIS, and CJIS/FCIC).

- JSD Staff will search MDPD's Juvenile Curfew Violations- Repeated Offenders Only report (*MDPD will provide a copy weekly*) prior to providing a preliminary decision. Note: all decisions are preliminary pending positive identification.

- JSD Staff will advise police officer of the number of prior curfew violations on file.

- **Youth is transported to JSD:**

  Police officer will deliver the youth to JSD if one of the following exceptions exist:
  - *Third or subsequent offense*
  - Parent or responsible adult cannot be located
  - History search reveals youth has outstanding Pick-up Orders, which disqualifies the youth from participating in the Curfew Violation Program

- **Youth is Not transported to JSD if:**

  - Youth is on active probation (supervision) with the Department of Juvenile Justice

- Police Officer brings the youth to the JSD along with a copy of the Juvenile Curfew Violation form.
- JSD staff will contact the youth's parent to explain the Juvenile Curfew Violation, its preventive approach and the services available to the youth and the family.

- The youth will remain in the Parent Pick-up Area until he/she is seen by a Juvenile Assessment Counselor (Screener). Juvenile Assessment Counselor Supervisor 1 (Supervisor) or Triage and assigns for intake and assessment.

- If the youth has an open case with JSD, the screener will enter the Curfew Incident on the youth's QUEST case, enter a case note, upload the juvenile curfew violation form in Quest and send an email notification to the JSD Case Manager. Current violation will be taken into consideration as the JSD Case Manager is serving the youth.

- If the youth has open charges/probation with DJJ, the screener will enter the Curfew Incident on the youth's QUEST case, complete the GAIN-Q and/or 11 and Under Additional Assessment Questions if less than 45 days, enter a case note, upload the

juvenile curfew violation form in Quest and send an email notification to JPO with the curfew violation form and GAIN-Q assessment results.

Continuation of Process:

- Allied Universal Security staff will fingerprint youth using Rapid ID (finger print) system, located in the Parent Pick-up Area in order to confirm youth's eligibility in the Juvenile Curfew Violation process.
- Rapid ID search results in no HIT.
- Screener completes the intake and all required forms. The Screener completes the evidence-based assessments and Youth Level of Service/CMI in order to identify service needs and risk level.
- Parent or responsible adult arrives to JSD to take custody. If parent or responsible adult is not available, a shelter will be contacted for placement.
- The Screener will inform youth/parents of the result of the evidence-based assessments, which includes: Global Appraisal of Individual Needs-Q, Youth Level of Service/CMI, or the 11 and under Questionnaire. The Screener will inform the family that a Case Manager will be assigned and contacting the family within 7 working days.
- The Screener will give the PRT the Check-Off List to clock it and log time before releasing the youth. Allied Universal Security will release youth to parent, guardian or other responsible adult or shelter.
- The next business day, JSD Referral Reduction Coordinator (RRC) will verify the information in Quest Case Management System, add case attributes and initial notes, and will assign case to Prevention for Case Management for services.
- The Case Manager will review the case file, GAIN-Q, FSFN, and all other items listed in the Case File Assignment Checklist prior to contacting the family for an intake appointment as outlined in the Prevention and Diversion Programs Policy and Procedure Manual.
- The Youth will participate in the Juvenile Curfew Violation/Prevention Program for approximately 3-6 months, depending on the youth's individualized service needs.

Miami-Dade County Juvenile Services Department

JSD Juvenile Curfew Violation
Off-Site Referral Flow

- Police Officer apprehends a youth under the age of 18 for committing a Juvenile Curfew Violation (1 ,2nd or third Offense)

- Police Officer contacts the Juvenile Services Department (JSD) for a possible Juvenile Curfew Violation referral and identification process to the facility's 24/7 numbers 305-755-6130 or 6136. The JSD Police Records Technician (PRT) will conduct a preliminary search on youth under computerized criminal history systems and notify the Juvenile Assessment Counselor Supervisor 1 (JACS1) or designee.

- JACS1 or designee will conduct a diligent search using the Department of Juvenile Justice Information Search (JJIS) to verify the youth's delinquent past within the State of Florida. JACS1 or designee will review JSD's Quest Case Management System and inform the Officer of the number of curfew violations that have been afforded to the youth based on the findings in Quest.

- If the youth is receiving services under the supervision of the Department of Juvenile Justice (DJJ) or JSD, the officer will be informed of the services that are currently in place, the assigned Case Manager/Juvenile Probation Officer will be notified of the youth's contact with law enforcement.

- *A case will be ineligible of JSD's Curfew Violation Program when there is an open case with DJJ or JSD.*

- The Officer can release this youth in the field to a parent, responsible adult or legal guardian. At the point of release, the officer will give the youth a copy of the Juvenile Curfew Violation form and forward a copy to JSD's Referral Coordinator.

- If the youth is not a resident of Miami Dade County, the youth will be ineligible for JSD Curfew Violation Program. JSD will contact the family within 2 working days by the JSD Referral Reduction Coordinator (RRC) and provided with a list of services in his/her home County.

- The JSD RRC will receive youth's Off-Site referral via email (notification email or inter office mail from the issuing/referring Police Department). The JSD RRC will triage the case by completing a second preliminary check under computerized criminal history systems and JJIS to verify youth's delinquent past within the State of Florida prior to assigning the Off-Site referral to a Juvenile Assessment Counselor for entry. Youth's referral will be entered Quest and identified as a Prevention case, under Curfew Violation.

- Case will be assigned to a Case Manager for description of juvenile Curfew Violation protocol and JSD Prevention Program; evidence-based assessments, services; and the positive identification (PID) process. All Juvenile Curfew Violation Program's participants will have their identity verified through Department's (JSD) Rapid ID system in order to confirm youth's full eligibility in the Juvenile Curfew Violation Process.

- Fingerprint images will be collected using the Rapid ID system, located in the JSD Parent Pick-up Area and/or case management satellite offices for HIT Confirmation results.

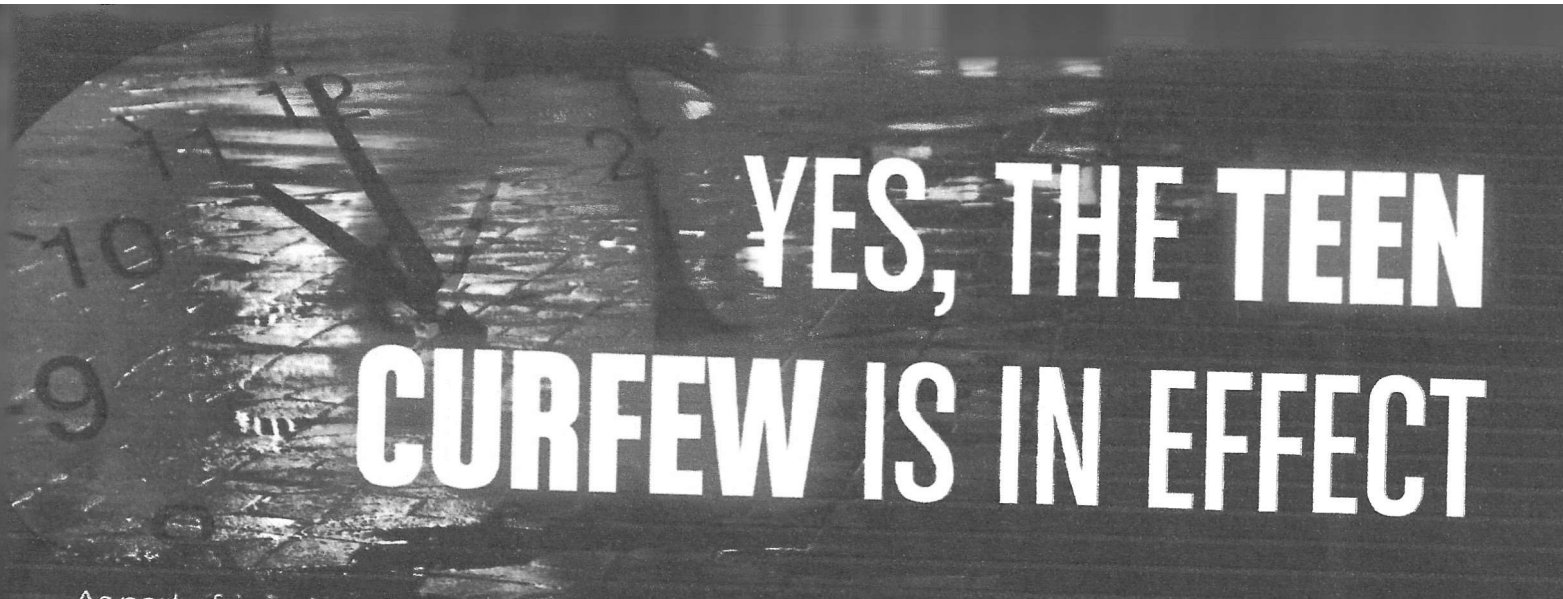
- If Rapid ID results in a HIT Confirmation, the youth and family is immediately notified of the youth's ineligibility for prevention services if the youth has open and/or supervised cases with JSD or DJJ. The family will be provided with a list of community resources.

- An assessment, linkage to services, and sanctions will be discussed during intake for all eligible youth.

- Case files will be reviewed by the assigned Supervisor and returned to the JSD RRC for review and assignment.

- Prevention case will be assigned to a case manager according to where the youth resides. Case Management services, which include: home and school visits will be provided. JSD will provide follow up services for an average of 3-6 months.

DRAFT



YES, THE TEEN CURFEW IS IN EFFECT

As part of ongoing efforts to provide for the care, safety and protection of young people in our community, the Miami-Dade Police Department in partnership with other Law Enforcement agencies are actively enforcing the Miami-Dade Juvenile Curfew Ordinance – also known as the Teen Curfew.

"It is unlawful for any person under the age of 17 to linger, stay, congregate, move about, wander or stroll in any public place in Miami-Dade County, either on foot or in a vehicle, during curfew hours."

WHY IS THERE A TEEN CURFEW?

- To reduce crime
- To keep our youth and streets safe

WHO DOES IT APPLY TO?

- Any person under age 17
- Parents and legal guardians must ensure their children comply with the curfew

WHAT ARE THE CURFEW HOURS?

- Weeknights (Sunday night to Friday morning): 11 p.m. to 6 a.m.
- Weekends (Friday night to Sunday morning): midnight to 6 a.m.

ARE THERE EXCEPTIONS?

Yes. Some legitimate exceptions include:

- Being accompanied by a parent or legal guardian, or by someone 21 years of age or older who has permission to be responsible for the teen
- Working or traveling to or from work
- Traveling interstate
- Being homeless
- Aiding or assisting in an emergency
- Traveling to or from a school, religious, civic or county-sponsored event

WHAT HAPPENS WHEN A TEEN IS CAUGHT BREAKING CURFEW?

A law enforcement officer may stop the apparent juvenile and ask their age, reason for being out during curfew hours, and verify that information with their parent or legal guardian.

If the teen is out without cause, the teen will be taken into custody and transported home, to a police station or other appropriate holding facility where a curfew violation citation will be issued and a parent or legal guardian notified.

If the teen is cited three or more times for not complying with the curfew, the parent or legal guardian of the juvenile will receive a notice to appear and may be fined up to $500.

C.Y.A.V Community Youth Against Violence

Office: 305-749-9896 Email: cyav2017@aol.com

Learn more about the #teencurfew at miamidade.gov/curfew

MIAMI-DADE COUNTY

Sponsored by: City Manager

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH FLORIDA NATIONAL UNIVERSITY (FNU) FOR A TUITION REDUCTION PROGRAM FOR THE BENEFIT OF CITY EMPLOYEES, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 16-9162, the City of Opa-Locka ("City") entered a Memorandum of Understanding (MOU) with Florida National University (FNU) to offer a tuition reduction to the City employees. The MOU has now expired and the City desires to enter into another agreement, attached hereto as Exhibit "A"; and

WHEREAS, City employees seeking a certificate, diploma, associate, bachelor, or master's degree will be offered a twenty percent (20%) corporate tuition reduction. In addition, City employees' family members will be eligible for a fifteen percent (15%) tuition reduction; and

WHEREAS, the terms of the agreement shall commence upon execution and remain in effect for a period of four (4) years with the option of five (5) one-year renewals. In exchange, the City will be responsible for promoting, in some way, the partnership through social media platforms and must allow Florida National University to provide education information two times per year within the City of Opa-Locka; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to authorize the City Manager to enter into an agreement with Florida National University (FNU) to offer a tuition reduction to City employees, consistent with the terms of the MOU form attached hereto as Exhibit "A".

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 enter into a Memorandum of Understanding with Florida National University (FNU) for a tuition reduction program for the benefit of City Employees as set forth in Exhibit "A" hereto.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the 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

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)

Docusign Envelope ID: 8FA70881-3325-4A97-B618-B912A3B70E0A

City of Opa-Locka
Agenda Cover Memo

Department Director:	Mary Adams			**Department Director's Signature:**	Signed by: DocuSigned by: 5BCA354D8CCD43E... C46C07CFE8DE492...			
City Manager:	Darvin E. Williams			**CM Signature:**				
Commission Meeting Date:	*9.11.2024*		**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#*: **35-535640** 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	City Manager		**Department:**		City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to execute a Memorandum of Understanding with Florida National University.

Staff Summary:

Pursuant to Resolution No. 16-9162, the City entered a Memorandum of Understanding (MOU) with Florida National University (FNU) to offer a tuition reduction to the City's employees. The MOU has expired and the City of Opa-locka desires to renew the agreement. City employees seeking a certificate, diploma, associate, bachelor, or master's degree will be offered a 20% corporate tuition reduction. In addition, City employees' family members will be eligible for a 15% tuition reduction.

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The terms of the agreement shall commence upon execution and remain in effect for a period of four (4) years with the option of five (5) one-year renewals. In exchange, the City will be responsible for promoting the partnership through social media platforms and must allow Florida National University to provide education information twice per year within the City of Opa-locka.

Financial Impact: There is no financial impact for this item and no long term impact to the General Fund.

Proposed Action:

Staff recommends the City Commission authorizes the City Manager to execute a Memorandum of Understanding with Florida National University.

Attachment:

Resolution No. 16-9162

Memorandum of Understanding

MOU Number: 5060

This is an agreement between The City of Opa-locka
& Florida National University

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to identify the roles and responsibilities of each party as they relate to providing education, training, and services.

The agreement is intended for Certificate, Diploma, Associate, Bachelor, and Master Degree programs along with additional services as appropriate to each party.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibility of this agreement shall be performed. The MOU term runs from _____ to _____ In addition, five consecutive one-year terms shall follow the said termination date. Termination of this MOU will be permitted only with a written agreement sixty (60) days before the end of each termination date.

III. Florida National University Responsibilities

Florida National University shall undertake the following activities:

1. Florida National University will offer a 20% corporate reduction off the tuition cost of the program to The City of Opa-locka employees who desires to pursue a program on campus or online.

2. The City of Opa-locka employees will have the opportunity to participate in this corporate reduction for as long as the company employs them.

3. The City of Opa-locka employees' family members can participate in this corporate tuition reduction by receiving a 15% reduction provided the employee shows current proof of employment with The City of Opa-locka.

4. Florida National University will create a hyperlink to The City of Opa-locka's website via the company's logo displayed on the Florida National University partnership webpage.

5. Florida National University and The City of Opa-locka will support each other's social media platforms.

Memorandum of Understanding

MOU Number: [Insert Number]

IV. Tuition Reduction Recipients Responsibilities

1. Students that receive the tuition reduction are required to “give back to others” by performing community/university service hours or by becoming “FNU Ambassadors” at their work site.

V. The City of Opa-locka's Responsibilities

The City of Opa-locka shall undertake the following activities during the lifespan of the MOU:

1. The City of Opa-locka will inform its employees of the option to pursue an education at Florida National University and apply for a corporate rate and/or Financial Aid (if necessary).

2. The City of Opa-locka will provide proof of employment to Florida National University for the applying employee. For example, company paystubs are sufficient.

3. The City of Opa-locka will allow Florida National University to set up an onsite educational information table twice per year to provide university-specific information.

VI. Effective Date and Signature

This MOU shall be effective upon the signature of Florida National University and The City of Opa-locka authorized officials.

Signatures and dates

Frank Andreu	
[Florida National University]	The City of Opa-locka
[Signature]	[Signature]
Date	Date

Sponsored by: Commissioner T. Pinder and Commissioner L. Santiago

RESOLUTION NO. 16-9162

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (EXHIBIT "A") WITH FLORIDA NATIONAL UNIVERSITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Opa-locka, Florida and Florida National University desire to provide educational opportunities and assistance to City employees and their immediate families; and

WHEREAS, Florida National University will provide scholarship opportunities to city employees and their immediate families; and

WHEREAS, The City will not be required to expend any funds, but will be required to inform its employees of the benefits of the partnership.

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

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

Section 2. The City Manager is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the City of Opa-locka, Florida, in substantially the same form as attached in EXHIBIT "A."

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

PASSED AND ADOPTED this 24th day of February, 2016.

Resolution No. 16-9162

Myra L. Taylor
Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:	COMMISSIONER SANTIAGO
Seconded by:	COMMISSIONER PINDER
Commissioner Vote:	3-0
Commissioner Kelley:	NOT PRESENT
Commissioner Pinder:	YES
Commissioner Santiago:	YES
Vice Mayor Holmes:	YES
Mayor Taylor:	NOT PRESENT

Memorandum of Understanding

MOU Number:

This is an agreement between
Florida National University & The Great City of OPA-LOCKA

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing education, training and services.

The agreement is intended to offer Associates, Bachelors and Master degrees, as well as, Certificates, Diplomas and an array of services as appropriate to each party.

II. MOU Term

Either party can terminate this agreement at their discretion at any time.

III. Florida National University Responsibilities

Florida National University shall undertake the following activities:

1. Florida National University will offer a 20% corporate reduction off the tuition cost of the program to The Great City of OPA-LOCKA employees who desires to pursue a program on campus or online.

2. The Great City of OPA-LOCKA employees will have the opportunity to participate in this corporate reduction for as long as they are employed by The Great City of OPA-LOCKA.

3. The Great City of OPA-LOCKA employees family member will also have an opportunity to participate in this corporate reduction by receiving a 15% reduction provided employee shows current proof of employment with The Great City of OPA-LOCKA.

4. Florida National University will add The Great City of OPA-LOCKA to our partnership website.

5. Florida National University will create a link with The Great City of OPA-LOCKA logo on the Florida National University Website.

Memorandum of Understanding

MOU Number:

IV. The Great City of OPA-LOCKA Responsibilities

The Great City of OPA-LOCKA shall undertake the following activities:

1. The Great City of OPA-LOCKA will inform its employees and members of the option to pursue an education at Florida National University and apply for a corporate rate, scholarship, grant or financial Aid.

2. The Great City of OPA-LOCKA will provide proof of employment to Florida National University for the applying employee. For example, company paystubs will be sufficient.

3. The Great City of OPA-LOCKA will allow Florida National University to set up an educational information tables.

V. Effective Date and Signature

This MOU shall be effective upon the signature of Florida National University and The Great City of OPA-LOCKA authorized officials.

Signatures and dates

Rachel Tourgeman	
[Florida National University]	[The Great City of OPA-LOCKA]
Rachel Tourgeman	
[Signature]	[Signature]
Date	Date

Sponsored by: City Manager

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A LUMP-SUM BONUS PAYMENT POLICY PURSUANT TO SECTION 215.425, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 215.425, Florida Statutes prohibits extra compensation being made to any officer, agent, employee, or contractor after the service has been rendered unless implemented through a lump sum bonus payment policy; and

WHEREAS, the City Commission previously approved a lump sum bonus structure for employees of the city pursuant to Resolution 24-023 on February 15, 2024 which contained a timeline for implementation; and

WHEREAS, the City Manager has expressed confusion in his understanding of how the bonus was to be implemented and now desires to propose a new timeline to commence following the passage of this resolution in order to be consistent with Section 215.425, Florida Statutes; and

WHEREAS, the relevant statute requires that the award of a bonus must be based on actual work performance pursuant to standards and an evaluation process following approval by the governing body; and

WHEREAS, any policy designed to implement a lump sum bonus payment policy must: (a) base the award of a bonus on work performance; (b) describe the performance standards and evaluation process by which a bonus will be awarded; (c) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and (d) consider all employees for the bonus; and

WHEREAS, as an incentive for City of Opa-Locka staff's dedication, the City Commission of the City of Opa-Locka ("City") will provide a one-time merit bonus payment in the amount of Two Hundred Fifty Dollars ($250.00) per employee, in accordance with Section 215.425, Florida Statutes; and

WHEREAS, full-time and part-time employees will be considered to receive the bonus payment; and

WHEREAS, to be eligible, the employee will need to demonstrate satisfactory performance consistent with the criteria set forth in Exhibit "A" attached hereto following the passage of this Resolution; and

WHEREAS, after passage of this Resolution and before the beginning of the evaluation period from September 16, 2024 to December 16, 2024, the city administration must notify all employees of this Resolution and describe the performance standards and evaluation process; and

WHEREAS, there are currently One Hundred Thirty-Six (136) full-time employees and Twenty-Two (22) part-time city employees. If all employees qualified for the bonus, this will add approximately Fifty-One Thousand Dollars ($51,000.00) of compensation related bonus expenses, including wages, FICA / Medicare and retirement to the budget. Further, the bonus structure will also add approximately Four Thousand, Seven Hundred Dollars ($4,700.00) to the Workers Compensation Audit to be completed next fall. The City Manager is proposing that the additional expense be covered by vacancy savings in each division. In the alternative, the City Manager is uncertain of where funds will come but is proposing to address shortfalls within a future budget amendment; and

WHEREAS, following notice to all employees, the evaluation must be completed and submitted to the City Manager for review and final determination. The potential lump-sum bonus will not increase an employee's regular salary; 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 authorize the City Manager to provide a one-time merit bonus, in the amount of Two Hundred Fifty Dollars ($250.00) per employe, to City employees who demonstrate performance based on the criteria provided in Composite Exhibit "A" attached hereto. The bonus shall in no way consider any past performance evaluations.

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 provide a one-time merit bonus, in the amount of Two Hundred Fifty Dollars ($250.00), for City employees who meets the criteria set forth in Composite Exhibit "A" attached hereto.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the 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

City Manager:	Darvin E. Williams			**CM Signature:**				
Commission Meeting Date:	9.11.2024		**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**
Funding Source: *Account#:*	*(Enter Fund & Dept)* See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		To enhance public safety – organization of property and evidence room			
Sponsor Name	City Manager		**Department: Police Department**		City Manager			

Short Title:

A resolution of the City Commission amending Resolution No. 24-023 to authorize the City Manager to provide a one time merit bonus in the amount of $250 per employee to city employees who demonstrate satisfaction during the September 16th through December 16th, 2024 performance evaluation period.

Staff Summary:

Pursuant to Resolution No. 24-023 all employees of the city shall be eligible for consideration for a one-time bonus unless disallowed by any collective bargaining agreement for employees who are members of a collective bargaining unit, if applicable.

The evaluation period shall run from September 16, 2024 through December 16, 2024. All evaluations must be submitted to the City Manager's Office on December 17, 2024. The City Manager shall conduct a review of all city employees, meet with supervisors, where applicable, and evaluate each employee's work performance. In no way shall past evaluations be based.

Notification will be disseminated to all employees via email regarding the evaluation period and guideline after the passage of this Resolution.

Financial Impact:

There are currently 136 Full-Time employees and 22 Part-Time employees onboard. If all employees qualify for the bonus, this will add approximately $51,000 of compensation expense, including wages, FICA / Medicare and retirement. It will also add another approximately $4,700 to the Workers Compensation Audit to be completed next fall. This additional expense will either be covered by vacancy savings in each division if available or otherwise will be addressed in the next budget amendment.

Proposed Action:

Staffs recommends the City Commission authorize the amendment to Resolution No. 24-023 to authorize the City Manager to provide a one-time merit bonus in the amount of $250 per employee to city employees who demonstrate satisfaction during the September 16, 2024 through December 16, 2024 performance evaluation period.

Attachment:

One Time Merit Bonus Notification
One Time Merit Bonus Policy
One Time Employee Performance Bonus 2024

City of Opa-locka
Notification of One-time Bonus

All employees of the city shall be eligible for consideration for a one-time bonus unless disallowed by any collective bargaining agreement for employees who are members of a collective bargaining unit, if applicable.

The evaluation period shall run from July 22, 2024 through September 22, 2024. All evaluations must be submitted to the City Manager's Office on September 23, 2024. The City Manager shall conduct a review of all city employees, meet with supervisors, where applicable, and evaluate each employee's work performance. In no way shall past evaluation be used.

Qualifications for determining employees who may be awarded a bonus, the following work performance factors shall be considered:

a) **Positive Attitude**
b) **Sustained Attendance and Punctuality**
c) **Teamwork**
d) **Demonstrated Leadership**
e) **Demonstrated Loyalty to the Job**
f) **Productivity (completes tasks efficiently)**
g) **Self-Motivation**
h) **Skills (speed, accuracy, quality of work)**
i) **Professionalism**
j) **Inter-personal Skills**
k) **Self-Improvement and Professional Development over the past year**
l) **No more than one Action Form/Correction Action within the last 6 months of start of evaluation period for bonus.**

Based on the previous listed qualifications the City Manager shall provide his report to the Human Resources Department for each eligible employee as to whether that employee should or should not receive a bonus and the specific amount up to a maximum of $250.00 per individual.

One Time Employee Performance Bonus 2024 | Form

Department _____ Date _____

Employee Name _____ Job Title _____

Eligibility
All employees of the City shall be eligible for consideration for a bonus unless disallowed by any collective bargaining agreement for employees who are members of a collective bargaining unit, if applicable.

Scoring Qualifications
For the purpose of determining employees who may be awarded a bonus, the following work performance factors shall be considered:
a) Positive Attitude
b) Sustained Attendance and Punctuality
c) Teamwork
d) Demonstrated Leadership
e) Demonstrated Loyalty to the Job
f) Productivity (completes tasks efficiently)
g) Self-Motivation
h) Skills (speed, accuracy, quality of work)
i) Professionalism
j) Inter-personal Skills
k) Self-Improvement and Professional Development over past year.
l) No more than one Action Form/ Corrective Action within last 6 months of start of evaluation period for bonus.

Evaluation Period
Notice for the first evaluation period after the initial passage of this resolution shall take place on February 16th, 2024. The evaluation period shall run from March 1st through May 31st. The City Manager shall conduct a review of all the city employees, meet with supervisors, where applicable, and evaluate each employee' s work performance. In no way shall past evaluations be used. Based on the previous listed qualifications the City Manager shall provide his/her report to the Human Resources Department for each eligible employee as to whether that employee should or should not receive a bonus and the specific amount up to a maximum of $250.00 per individual.

Distribution
Employees receiving the One Time Performance Award will receive it via a regular payroll cycle.

Evaluation
Eligible for Bonus NO ☐ YES ☐ proposed Bonus $ _____(max: $250.00)

_____ _____ _____
Signature Supervisor Print Name Date

Approval
Bonus amount approved: YES ☐ Corrected ☐ $_____

_____ Darvin Williams _____
Signature City Manager Print Name Date

EXHIBIT "A"
LUMP SUM BONUS PAYMENT POLICY

SECTION I. DEFINITIONS

(a) City Manager means a person, or persons designated by the governing authority to serve as the City Manager for the City of Opa-Locka.

(b) Employee means all City of Opa-Locka employees.

SECTION II. EMPLOYEE BONUS: PERFORMANCE STANDARDS AND EVALUATION PROCESS

Bonus Funds

At any one time during a calendar year, the City Commission of the City of Opa-Locka shall review its financial situation and determine if funds are available for the distribution to city employees. Said determination shall be made after a recommendation from the City Manager. The amount of any bonuses may vary from year to year, depending upon the financial situation of the City and at its sole discretion. There may be no bonuses if circumstances do not warrant those bonuses be awarded.

Eligibility

All employees of the City shall be eligible for consideration for a bonus unless disallowed by any collective bargaining agreement for employees who are members of a collective bargaining unit, if applicable.

Qualifications

For the purpose of determining employees who may be awarded a bonus, the following work performance factors shall be considered:

a) Positive Attitude
b) Sustained Attendance and Punctuality
c) Teamwork
d) Demonstrated Leadership
e) Demonstrated Loyalty to the Job
f) Productivity (completes tasks efficiently)
g) Self-Motivation
h) Skills (speed, accuracy, quality of work)

i) Professionalism
j) Inter-personal Skills
k) Self-Improvement and Professional Development over past year.
l) No more than one Action Form/Corrective Action within last 6 months of start of evaluation period for bonus.

Evaluation Period

Notice for the first evaluation period after the initial passage of this resolution shall take place on September 12th, 2024. The evaluation period shall run from September 16 ,2024 through December 16 ,2024. The City Manager shall conduct a review of all the city employees, meet with supervisors, where applicable, and evaluate each employee's work performance. In no way shall past evaluations be used.

Based on the previous listed **qualifications** the City Manager shall provide his/her report to the Human Resources Department for each eligible employee as to whether that employee should or should not receive a bonus and the specific amount up to a maximum of $250.00 per individual.

The determination as to whether the Charter Members are to receive a bonus shall remain within the sole discretion of the City Commission.

SECTION III. NOTIFICATION OF BONUSES

All employees shall receive notification of the opportunity to receive a bonus along with the criteria for a bonus upon passage of a bonus resolution.

The bonus notification and criteria shall be posted in a visible location that is likely to be seen by employees and other appropriate notices shall also be shared with all employees.

All employees shall receive notification of qualification for a bonus at the end of the evaluation period on which the bonus will be based.

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOUNDTHINKING, INC. (FORMERLY SHOTSPOTTER, INC.) FOR THE PROVISION OF GUNSHOT DETECTION, LOCATION, AND FORENSIC ANALYSIS SERVICES UTILIZING GRANT FUNDING FROM THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND DOLLARS ($99,000.00) IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 22-026 was adopted to accept grant funding in the amount of One Hundred Nine Thousand Dollars ($109,000.00) from the US Department of Justice for the gunshot detection violence reduction initiative sponsored by Congresswoman Federica Wilson; and

WHEREAS, the grant was utilized to fund the first year of the ShotSpotter Respond System service ("ShotSpotter"). This technology has enhanced the City's efforts to reduce gun violence as ShotSpotter (nka SoundThinking, Inc.) is a proactive approach and acts as a digitized 911 call for gunshots that is faster and more accurate than the City's 50+ year old emergency call system. It allows the agency to respond immediately to help save lives; and

WHEREAS, the City's Agreement with ShotSpotter (nka SoundThinking, Inc.) expired on March 7, 2024. The City desires to utilize the company again and the City Manager has confirmed that the supplier of services remains a sole source entity; and

WHEREAS, following negotiations, SoundThinking, Inc. (formerly Shotspotter, Inc.) has provided the City with a quote for the required services in an amount, Ninety-Nine Thousand Dollars ($99,000.00)($49,500 per 2.0 square mile area); and

WHEREAS, the City Manager has designated SoundThinking, Inc. (formerly Shotspotter, Inc.) as the sole source for the subscription-based services to be provided by SoundThinking, Inc. (formerly Shotspotter, Inc.) as the services to be provided are

supported by SoundThinking, Inc.'s (formerly Shotspotter, Inc.) proprietary equipment and data; and

WHEREAS, pursuant to Section 2-318(1)(b) and 2-318(1)(c) of the City's Purchasing Ordinance 20-07, "b. A contract may be awarded without competition when the city manager makes a written determination, after conducting a good faith review of available sources, that there is only one (1) source for the required supplies or contractual service. The city manager shall conduct negotiations as appropriate to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractor's name, amount and type of each contract, and the identification number of each contract file; c. All sole source procurements, where the cost of the supplies or contractual services exceeds twenty-five thousand dollars ($25,000.00), shall be authorized by the city commission"; and

WHEREAS, the City Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of the City of Opa-Locka and its residents; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to authorize the City Manager to execute an agreement with SoundThinking, Inc. (formerly Shotspotter, Inc.) for the provision of gunshot detection, location, and forensic analysis services, in an amount not to exceed Ninety-Nine Thousand Dollars ($99,000.00), in the form attached hereto as exhibit "A".

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

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

Section 2. The City hereby authorizes the City Manager to execute an agreement with SoundThinking, Inc. (formerly Shotspotter, Inc.) for the provision of gunshot detection, location, and forensic analysis services, in an amount not to exceed Ninety-Nine Thousand Dollars ($99,000.00), in the form attached hereto as exhibit "A".

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager following review by the City Attorney,

without the need of a public hearing by filing a corrected copy of same with the City Clerk.

Section 4. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Oversight Board.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 6. 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: _____

Resolution No. _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Police Chief Kenneth D. Ottley			**Department Director Signature:**			
City Manager:	Darvin E. Williams			**CM Signature:**			
Commission Meeting Date:	9.11.2024		**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**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* 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)* To enhance public safety – organization of property and evidence room		
	X						
Sponsor Name	City Manager		**Department: Police Department**		City Manager		

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to renew the Opa-locka Police Department's annual subscription with SoundThinking (formerly ShotSpotter) in the amount of $99,000.00.

Staff Summary:

Resolution No. 22-026 was adopted to accept grant funding in the amount of $109,000 from the US Department of Justice for the gunshot detection violence reduction initiative sponsored by Congresswoman Federica Wilson. The grant was utilized to fund the first year of the ShotSpotter Respond System service. This technology has enhanced the City's efforts to reduce gun violence as

ShotSpotter is a proactive approach and acts as a digitized 911 call for gunshots that is faster and more accurate than our 50+ year old emergency call system. It allows the agency to respond immediately to help save lives.

The delay in renewal is due to various factors including not receiving additional information as requested from the vendor's representative. The department remained in negotiations with the vendor for an extended period: Below is a synopsis of the timeline:

•ShotSpotter was set to expire on March 7, 2024.

•Kysha Fedd, Customer ShotSpotter Success Director did not schedule and conduct negotiation meeting with the Opa-locka Police Department until March 7, 2024, date of the contact expiration. At that time, she performed an annual review with the Command Staff, program manager and criminal analyst to discuss success, new technology integration, concerns, new goals, and other matters (see attached memorandum).

• Agenda item was submitted to the Legislative Aide on May 15th, 2024, for the June 12th, 2024 Regular Commission Meeting.

• The contract renewal included SafePointe, an additional service which was flagged by Procurement. The Procurement Officer opined that given that SafePointe services were also offered by other vendors besides Shotspotter it would need to be competitively bid in order to comply with our procurement policy.

• On June 28,2024 Dake Schwarte, Senior Budget Analyst; Ashley Walker, Legislative Aide; and Police Chief Ottley met regarding OLPD's intent to separate and renew ShotSpotter from the SafePointe services. Process to comply with procurement for SafePointe has been initiated and this agenda item is being put forward for the ShotSpotter service only.

Financial Impact:

The subscription services will be delivered as outlined in the original agreement dated July 18, 2022, and is priced at $49,500 per 2.0 square mile area coverage. Two subscriptions will be required *(as the city is comprised of 4.2 square miles)* for a total renewal cost of $99,000.00.

Proposed Action:

Staff recommends the City Commission authorizes the City Manager to renew the Opa-locka Police Department's annual subscription with SoundThinking (formerly ShotSpotter) in the amount of $99,000.00.

Attachment:

ShotSpotter Quote

ShotSpotter Data – May 2023 through April 2024

AMENDMENT ONE
to
SHOTSPOTTER RESPOND SERVICES AGREEMENT

This Amendment One (hereinafter referred to as "Amendment One") to the ShotSpotter® Respond™ Services Agreement dated July 18, 2022 (the "Agreement") by and between ShotSpotter, Inc. ("ShotSpotter") and the City of Opa-locka, FL ("Customer"), is effective as of the last date of signature below (the "Effective Date"). Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terns of the Agreement and this Amendment One, the terms of this Amendment One shall control. Customer and SoundThinking may also be referred to as a "Party", or collectively as the "Parties".

WHEREAS, on or about April 6, 2023, ShotSpotter, Inc. changed its company name to SoundThinking, Inc. ("SoundThinking"); and

WHEREAS, on or about April 10, 2023 SoundThinking announced that the product name ShotSpotter Respond™ had been changed to ShotSpotter®; and

WHEREAS, Customer desires to reinstate and renew its ShotSpotter Subscription Service for Customer's existing Coverage Area; and

WHEREAS, Customer desires to purchase a subscription for SoundThinking's SafePointe™ Weapons Detection System.

NOW THEREFORE, the parties agree as follows:

1. In consideration for the Customer's payment of the ShotSpotter subscription renewal fees set forth in SoundThinking Proposal ID OPLKAFL052124 attached to this Amendment One as Exhibit A, SoundThinking will renew subscription for the Customer's for a one-year period beginning March 8, 2024 and ending March 7, 2025, with an option to renew for two (2) additional one-year periods.

2. In consideration for the Customer's payment of the fees set forth in Exhibit A for the SoundThinking will implement the SafePointe Subscription Service for a three-year term to begin on the Effective Date of this Amendment Two.

3. The SafePointe System will be implemented in accordance with the supplemental terms provided in Exhibit B attached hereto.

4. This Amendment One and its Exhibits shall be incorporated into the Agreement as if set forth therein in full.

5. References in the Agreement to the product ShotSpotter Respond shall mean ShotSpotter.

6. References in the Agreement to ShotSpotter, Inc. or ShotSpotter as the company name shall mean SoundThinking, Inc. or SoundThinking.

7. This Amendment One represents the Parties' entire understanding and agreement with respect to the subject matter herein.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT ONE AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, OR OTHER BUSINESS FORM SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF OPA-LOCKA	**SOUNDTHINKING, INC.**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

EXHIBIT A

SOUNDTHINKING PROPOSAL OLKFL052124

(Attached on Following Pages)

EXHIBIT B

SAFEPOINTE™ SUPPLEMENTAL TERMS

This Addendum One ("Addendum One") to the Respond Services Agreement (the "Agreement") by and between SoundThinking, Inc. ("SoundThinking") and the City of Opa-locka, Florida ("Customer") is expressly added to and made a part of the Agreement for the purposes of further defining the SafePointe™ Subscription Services and terms of use. All terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Addendum One and the Agreement, this Addendum One shall control:

In consideration of the Parties' mutual covenants and promises set forth in this Addendum One, the Parties Agree as follows:

Section numbers correspond to the sections in the Agreement.

Section 2 DEFINITIONS

Detection is the system notification to SoundThinking that a potential Weapon has been detected by the SafePointe Sensors.

Detection Area, or Lane means the area supported by the Subscription Services, within fifteen (15) feet of two (2) adjacent SafePointe Sensors and within full view of one (1) SafePointe Camera.

Pass means an event where a person transits through the Detection Area(s).

SafePointe Alert is the notification published by SoundThinking to the Customer when a Weapon is detected by the SafePointe System.

SafePointe Hardware means the SoundThinking owned sensors, cameras, servers, and networking equipment.

SafePointe Data means the images and video collected by the SafePointe Subscription Services, magnetic signatures, and motion data.

SafePointe™ System means, collectively, the SafePointe™ Subscription Services, SafePointe™ Software, and SafePointe™ Hardware that comprise the SafePointe weapons detection system.

Weapon means a metallic firearm (or major metallic components thereof), a metallic knife with a blade length of 4" or greater, and metallic components of an improvised explosive device. Weapon does not include a 3D printed firearm, or plastic firearm components.

Section 3 SUBSCRIPTION SERVICES

SafePointe

A. SoundThinking will install the SafePointe Hardware in the designated Detection Area(s) as set forth in SoundThinking Proposal OPLKFL052124. SoundThinking will host the SafePointe Subscription Services and may update the functionality and Software of the

Subscription Services from time to time at its sole discretion and in accordance with the Agreement and this Addendum One.

B. SoundThinking owns and is responsible for maintenance of the SafePointe Hardware used to provide the Subscription Services. Repairs to Hardware required as a result of damage to the SafePointe Hardware caused by misuse or negligence will incur additional fees.

C. SoundThinking will provide Customer with user Documentation, online help, written or recorded video training material, and other applicable documentation (as available).

D. The SafePointe System is designed to detect Weapons. Potential Weapons are detected by the SafePointe System for human review and forwarded to SoundThinking's Alert Review Center (ARC). SoundThinking's trained ARC analysts will review and prioritize Detections and publish a SafePointe Alert (as applicable) to the Customer's security team as further defined in Attachment A to this Addendum One.

E. As further defined in Attachment A to this Addendum One, SoundThinking will provide support for the SafePointe System on a 24x7/365 basis. Support issues must be reported via email to: safepointe.support@soundthinking.com, or telephone 1.833.255.1299.

Section 4 INITIAL TERM AND RENEWAL

SafePointe

A. Commencement of SafePointe Subscription Services. The initial term of the SafePointe Subscription Services shall commence on the Effective Date of Amendment Two.

Section 5 LICENSE AND OWNERSHIP

SafePointe Data

A. Rights in Data.

SoundThinking shall own the SafePointe Data collected and stored by the SafePointe System.

SoundThinking will not release or disseminate to any person or entity, other than Customer, or law enforcement, the SafePointe Data, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the SafePointe Data within its own organization, exclusively for its own internal purposes, and for purposes of investigative, evidentiary, and prosecutorial purposes. Customer shall not provide, license the use of, or sell the SafePointe Data to any third parties.

Section 7 LIMITED WARRANTIES

SafePointe Subscription Services and Software Additional Limited Warranties and Disclaimers

A. SoundThinking does not warrant or represent, expressly or implicitly, that the SafePointe System or its use will: always provide the intended alarms, monitoring, or other service; result in the prediction or prevention of crime, prevent any loss, death, injury, or damage to property due to any reason including the discharge of a firearm or use of any other weapon; or that the SoundThinking-supplied network will not be compromised, or remain in operation at all times or under all conditions.

B. SoundThinking expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, the SafePointe Subscription Services, SafePointe Hardware, or incidents reported to Customer by the SoundThinking ARC, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to request emergency responder resources.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THE AGREEMENT AND THIS ADDENDUM ONE, SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8 CUSTOMER OBLIGATIONS

SafePointe

A. Customer shall provide and maintain an appropriate source of power and internet for the SafePointe System, at Customer's cost, without any interference or interruption within the Customer's control which may impede the SafePointe Subscription Services.

B. Customer shall not cause false alarms through misuse of the SafePointe System, including the use of animals or persons to activate the SafePointe System. Customer testing of the system must be coordinated with SoundThinking in advance.

C. Customer shall immediately inform SoundThinking in writing of any changes to the Customer's address, or contact names, e-mail address, or telephone numbers.

D. If Customer is not the owner of the site where the SafePointe System is installed, Customer shall obtain consent from the property owner prior to installation of the SafePointe System. Customer shall indemnify SoundThinking against any claims by the owner relating to installation of the SafePointe System.

E. Customer shall use commercially reasonable efforts to prevent any damage to the SafePointe System or SafePointe Hardware and advise SoundThinking as soon as Customer is aware of any damage to, or malfunction of any component, or theft.

Section 11 DEFAULT AND TERMINATION; REMEDIES

Termination of Access to SafePointe Data; Early Termination without Cause

In addition to the termination provisions in Section 5. C of the Agreement, upon termination of the Agreement, Customer's access to the SafePointe Data will terminate, and SoundThinking will cease delivering Reviewed Alerts. SoundThinking will also remove the SafePointe System and any components thereof from the Customer's installation location.

If the initial term for the SafePointe Subscription Services is thirty-six (36) months, Customer agrees that fifty percent (50%) of the fees for the remainder of the initial term will be due if Customer terminates prior to the end of the initial term (e.g., if termination without cause occurs 18 months prior to the end of the initial term, Customer shall owe SoundThinking 50% of the fee for the remaining 18 months).

ATTACHMENT A
SERVICE LEVEL AGREEMENT

SafePointe™ Weapons Alert System
Reviewed Alert Service Levels

Summary

SoundThinking commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its SafePointe Subscription Services:

Service	SLA and Measurement
Performance	98% of the total Passes in the SafePointe Detection Area will be accurately classified via the published SafePointe Alert as either including a Weapon, or not including a Weapon, while entering the facility.
Response Time	Weapons Detections will be reviewed, and SafePointe Alerts published within an average of 10 seconds from receipt by SoundThinking of the potential Detection.
Service Availability	The SafePointe Subscription Services will be available to alert Customer to Weapons Detections 99.9% of the time, excluding the conditions described in Service Level Exclusions below.

The SLA metrics in the table above are measured over a thirty (30) day period of statistically significant usage with typical customer traffic patterns, as further defined in the section at the end of this document, SafePointe Alerts Definition of Key Terms.

Service Level Exclusions

The SafePointe Subscription Services will be available on a 24x7 by 365 day per year basis, or during alternative hours if a different schedule is requested by a customer. Exclusions include:: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; c) Customer's use of the Subscription Services that is not in accordance with SoundThinking's Documentation and instructions; d) third party (including Customer) network or power outages; e) cable failures or damage to SafePointe Hardware; f) System Performance degradation caused by loitering near the Detection Area; or g) other errors outside of SoundThinking's control. The SafePointe Subscription Services specifically exclude Customer's internal network or systems, or third-party communications networks, e.g., Verizon, AT&T, Sprint/T-Mobile, or Customer's internet service provider.

Customer SLA Credits

Each Service Level measurement shall be calculataed quarterly, the results of which will be reviewed periodically with the Customer. For each calendar quarter that SoundThinking does not meet at least two of the three SLA standards above, a fee reduction representing one week of service for each missed quarter shall be included in the price for the subsequent annual renewal, or new agreement.

Service Failure Notification

Should SoundThinking identify any condition (disruption, degradation, or failure of SoundThinking provided network, cloud, servers, etc.) that impacts SoundThinking's ability to meet the Service Levels above, SoundThinking will proactively notify Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. SoundThinking will also notify the Customer once any such condition is resolved.

Customer Responsibilities

Customer is responsible for using the SafePointe Subscription Services in accordance with SoundThinking's Documentation and instructions.

It is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up action or response, including whether or not to dispatch security and/or emergency responder resources based on a published SafePointe Alert. SoundThinking does not assume any obligation, duty or responsibility for actions, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SoundThinking.

Customer shall implement a screening protocol to confirm accuracy of each published SafePointe Alert and provide feedback to SoundThinking regarding any verified inaccuracies. In order to properly calculate the Performance Rate, as defined herein, Customer must inform SoundThinking when a verified Weapon (an incident where the Customer has physical or other credible evidence that a Weapon was present on a person transiting the Detection Area) is missed by the SafePointe System.

Customer is responsible for providing any required workstations, mobile devices and high-speed internet access for the Customer's monitoring or operations center, and mobile devices.

Loitering in the Detection Area with metallic objects can degrade performance of the SLAs as defined in the table above. Customer should take care to prevent loitering near the Detection Area, and ensure security personnel position themselves away from the Detection Area.

Additional customer responsibilities are set forth in Section 8 of this Addendum One.

Support issues must be reported via email or telephone to: safepointe.support@soundthinking.com; or 1-833-255-1299

Support Level Matrix

Support Level	Tier 1 Support	Tier 2 Support
Features	• Login support • Report a misclassification • Report a missed Weapon • General/application questions	Normal Support: • Analysis of missed Weapons • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

SafePointe Alerts – Definition of Key Terms

The SafePointe System Performance, Response Time, and Service Availability as defined in the SLA table in this Attachment A, are calculated as follows:

Performance

Performance shall be calculated as follows:

$$Performance\ Rate\ \% = \frac{NumberAccuratelyAlerted}{(NumberAccuratelyClassified + NumberMisclassified + NumberNotDetected\ )}$$

- *NumberAccuratelyClassified* is the total number of Passes occurring within the Detection Area during the specified period when the SafePointe System produces an accurate result.
- *NumberMisclassified* includes *false negatives* which are verified armed incidents (an incident where the Customer has physical or other credible evidence that a Weapon was present on a person transiting the Detection Area) when the SafePointe System generates a Detection that is not published for Customer access, plus *false positives* which are verified unarmed incidents (an incident where the Customer has physical, secondary screening evidence that a Weapon was not present on a person transiting the Detection Area) when a SafePointe Alert is published for Customer access.
- *NumberNotDetected* is the number of verified armed incidents (an incident where the Customer has physical or other credible evidence that a Weapon was present on a person transiting the Detection Area) where the SafePointe System failed to generate a Detection (i.e., Missed Incident).

Response Time

Response Time shall be calculated as follows:

$$Response\ Time = \frac{Total\ Review\ Time}{NumberDetections}$$

- *"ResponseTime"* is the average review time in seconds.
- *TotalReviewTime* is the sum of the ReviewTime for each Detection in the period, measured as the time from receipt by SoundThinking of the Detection until the Detection is published for Customer access.
- *NumberDetections* is the total number of Detections received during the period.

Service Availability

Service Availability shall be calculated as follows:

$$Service\ Availability\ \% = \frac{TotalAvailableTime}{TotalSubscriptionTime}$$

- *ServiceAvailability* is a number expressed as a percentage.
- *TotalAvailableTime* is the sum of the actual minutes (across all Lanes) when the SafePointe Services are available to alert Customer to Weapons that are detected.

- *TotalSubscriptionTime* is the sum of the minutes (across all Lanes) during the period when the SafePointe Subscription is active, subject to the Service Level Exclusions herein.

Statistically Significant

SafePointe System performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein. Statistically Significant shall be defined as measurements and calculations that are performed as follows: (a) across all Lanes or Detection Areas; (b) aggregated over a period of at least 30 days; and (c) provided that the total number of Passes is no less than 1,000 per Lane, per day; and (d) provided that the SafePointe Detections being counted are at least: (i) one hundred (100) incidents; or (ii) twenty-five (25) incidents, multiplied by the number of Lanes, whichever is greater.

ShotSpotter®

Quote

SoundThinking, Inc.
39300 Civic Center Dr., Suite 300
Fremont, CA 94538-2337
Phone: 888.274.6877 Fax: 650.887.2106

DATE 11/15/2023
Quote # OPALOCKA111523r1
Customer ID Opa-Locka PD

Quote For:
Chief Kenneth Ottley
Opa-Locka Police Department
2495 Ali Baba Avenue
Opa-Locka, FL 33054

Quote valid until: 9/30/2024
Prepared by: D Lashley

Comments or Special Instructions:

Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for an additional one-year term (March 8, 2024 through March 7, 2025) for the 2.0 mi² coverage area. The proposed services will be delivered according to the terms and conditions contained in the ShotSpotter Services Agreement dated July 18, 2022, which is incorporated herein by reference.

SALES DIRECTOR:	Jeff Jaeckle	**TERMS:**		Net 30
QUANTITY (mi²)	**DESCRIPTION**	**UNIT PRICE (per mi²)**	**TAXABLE?**	**AMOUNT**
2.0	Annual ShotSpotter Subscription Services for 3/8/2024 through 3/7/2025.	$49,500		$99,000
			SUBTOTAL	$99,000
			TAX RATE	
			SALES TAX	-
			OTHER	-
			TOTAL	$99,000

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quote # above.
SoundThinking will issue an invoice once we receive the PO.

If you have any questions concerning this Quote, please contact
Karen Isotalo - Vice President, Sales Operations at 510.298.8668 or kisotalo@soundthinking.com

SOUNDTHINKING™ for greater public safety™

SafetySmart™ PLATFORM

Sole Source Justification

To whom it may concern:

Please accept this letter as information that SoundThinking, Inc. (formerly ShotSpotter, Inc.) is the worldwide sole source vendor of ShotSpotter®, a proprietary wide-area outdoor Gunshot Detection, Location, and Forensic Analysis Service.

We are the only company that offers a wide-area outdoor gunshot detection solution that provides the following:

- Currently managed 24/7/365 secure Incident Review Center staffed by highly skilled and trained acoustic specialists in wide-area outdoor gunshot detection and verification who have reviewed over 5.7 million incidents per year
- Unmatched Service Level Guarantee of (99.9% availability, 90% outdoor detection rate within 25 meters, and alerts reviewed and published in less than 60 seconds)
- Acoustic sensing technology protected by 40 unique and current patents pertaining to wide-area outdoor gunshot detection
- Over 25 years of outdoor wide-area gunshot detection experience supporting law enforcement agencies throughout the United States
- Active wide-area outdoor deployments in more than 160 cities across the U.S., with more than 1,000 square miles of coverage under contract
- Detecting wide-area outdoor gunfire for more than ten of the largest law enforcement agencies, including: New York, Boston, Baltimore, Denver, Washington DC, Miami, Miami-Dade, San Francisco, Oakland, and more
- 10 Customer Success Directors, representing over 250 years of federal and local law enforcement experience, available 24 hours a day, seven days a week to help customers maximize the value of their ShotSpotter gunshot detection system
- ShotSpotter's forensic employees have testified in more than 300 cases, in 23 states, including on behalf of the defense. These figures do not include an unknown (but extensive) number of cases where courts have upheld law enforcement's use of a ShotSpotter alert as one factor, along with others, in assessing the "totality of the circumstances" to support "reasonable suspicion" or "probable cause."

SoundThinking is the only wide-area outdoor gunshot detection company in the world that offers this unique combination of technology, service, and experience. If we can answer any questions or provide additional support information, please let us know.

Respectfully,

Erin Edwards

Erin Edwards
Senior Vice President
SoundThinking, Inc.
Phone: (323) 559-6506
eedwards@soundthinking.com

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT "A", TO AID IN ISSUING CIVIL CITATIONS AND MISDEMEANOR INFRACTIONS OF ENUMERATED SECTIONS OF THE MIAMI-DADE COUNTY CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 20-9751, the City of Opa-Locka ("City") and Miami-Dade County previously entered into an Interlocal Agreement which allowed police officers to utilize discretion to either apprehend an offender or issue a civil citation under section 8CC of the County Code for violations; and

WHEREAS, the City desires to re-enter into an agreement with Miami-Dade County for same; and

WHEREAS, the Opa-Locka Police Department supports the execution of the Interlocal Agreement, attached hereto as Exhibit "A"; and

WHEREAS, the terms shall remain in effect for a period of three (3) years with a renewal option of three (3) additional terms of three (3) years each; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to execute the Interlocal Agreement with Miami-Dade County to aid in issuing civil citations and misdemeanor infractions of enumerated sections of the Miami-Dade County Code, attached hereto as Exhibit "A".

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby authorizes the City Manager to execute the Interlocal Agreement with Miami-Dade County to aid in issuing civil citations and misdemeanor infractions of enumerated sections of the Miami-Dade County Code, attached hereto as Exhibit "A".

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

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

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

_____

John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

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

Docusign Envelope ID: D749A08A-481F-468D-BD4E-F5BE397FD24F

City of Opa-locka
Agenda Cover Memo

Department Director	Police Chief Kenneth Ottley		**Department Director Signature**	DocuSigned by: Kenneth Ottley DocuSigned by: 757D9C13C58E49E...			
City Manager:	Darvin Williams		**CM Signature:**	C46C07C1EBDE492...			
Commission Meeting Date:	9.11.2024	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X					
Sponsor Name	City Manager		**Department: Police**	City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka, Florida, authorizing the City Manager to execute an Interlocal Agreement with Miami-Dade County to aid in issuing civil citations and misdemeanor infractions of enumerated sections of the County Code.

Staff Summary:

Pursuant to Reso No. 20.9751, the City of Opa-locka and Miami-Dade County previously entered into an Interlocal Agreement which allowed police officers to utilize discretion to either apprehend an offender or issue a civil citation under section 8CC of the County Code for violations. The City Commission and the Opa-locka Police Department find it in the best interest of the City to execute a new Interlocal Agreement. The terms shall remain in effect for a period of three (3) years with a renewal option of three (3) additional terms of three (3) years each.

Docusign Envelope ID: D749A08A-481F-468D-BD4E-F5BE397FD24F

Financial Impact: There is no financial impact for this item.

Proposed Action:

Staff recommends the City Commission authorize the City Manager to renew the Interlocal Agreement with Miami-Dade County to aid in issuing civil citations and misdemeanor infractions of enumerated sections of the County Code.

Attachment:

Interlocal Agreement with Miami-Dade County

INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
THE CITY OF OPA-LOCKA
ALLOWING THE OPA-LOCKA POLICE DEPARTMENT TO ENFORCE SECTIONS 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(B), 21-21, 21-21.2(B), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A), 21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, AND 31-105 OF THE CODE OF MIAMI-DADE COUNTY THROUGH CHAPTER 8CC OF THE COUNTY CODE

This Interlocal Agreement ("Agreement") is made and entered this _____ day of _____, 2024, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the City of Opa-locka (hereafter "PARTICIPATING ENTITY").

WITNESSETH

WHEREAS, a PARTICIPATING ENTITY may enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code of Miami-Dade County (the "County Code") through chapter 8CC of the County Code upon execution and adoption of an interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the sections of the County Code the PARTICIPATING ENTITY wishes to enforce, the job title of the agents or employees of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any and all liability, actions and causes of actions relating to the PARTICIPATING ENTITY's enforcement, and a term not to exceed three (3) years; and

WHEREAS, the COUNTY and the PARTICIPATING ENTITY agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with section 8CC-11 of the County Code, the COUNTY and the PARTICIPATING ENTITY covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The PARTICIPATING ENTITY is authorized to enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code (the "Specified Sections"), as they may be amended from time to time, through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under section 8CC-10 of the County Code for violations of the provisions of the Specified Sections, as they may be amended from time to time, within the jurisdiction of the PARTICIPATING ENTITY. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit,

supersede, or remove the independent authority of the COUNTY to enforce the Specified Sections within the jurisdiction of the PARTICIPATING ENTITY.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by section 943.10(1), Florida Statutes that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as provided in Section I above by paying the administrative fee for civil violation hearings as outlined in Implementing Order 4-33. The PARTICIPATING ENTITY shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. The billing for the administrative fee and any incurred attorney's fees and costs shall be processed by the Miami-Dade Police Department, and funds shall be payable to the Miami-Dade Police Department within thirty (30) days of receipt of an invoice for such services. Funds received by the Miami-Dade Police Department from the PARTICIPATING ENTITY will be deposited into the Miami-Dade County Diversion Program, except that a portion of the funds received from the PARTICIPATING ENTITY may be used to offset costs incurred by the Miami-Dade Police Department in connection with billing for the above fee and costs.

In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal of the Hearing Officer's decision to the Circuit Court of the Eleventh Judicial Circuit and/or any higher court, and shall be solely responsible for representing the PARTICIPATING ENTITY in any such proceedings.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED

Subject to applicable state law, the Clerk of Courts shall, on a quarterly basis, reimburse to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of the Specified Sections as set forth in section 8CC-10 of the County Code. Prior to the reimbursement, the Clerk of Courts will deduct the Clerk's administrative costs of processing the civil violation notices from the fines collected. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the Clerk shall pay to the COUNTY, and the COUNTY shall keep, the entire processing fee paid by the violator.

V. TERM OF AGREEMENT AND RENEWALS

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, in order for the PARTICIPATING ENTITY to continue its enforcement efforts, the COUNTY and the PARTICIPATING ENTITY may renew this Agreement for up to three (3) terms of three (3) years each.

VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY

Subject to the limitations set forth in section 768.28, Florida Statutes, and all other applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action, or damages of any nature whatsoever, arising from the act, omission, performance, or failure of performance of the PARTICIPATING ENTITY or the PARTICIPATING ENTITY's agents, contractors, servants, and employees relative to the enforcement of the provisions of the Specified Sections pursuant to chapter 8CC of the County Code. The PARTICIPATING ENTITY shall defend the COUNTY in any action, including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "Participating Entity Default." If a Participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the PARTICIPATING ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY's satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "County Default." If a County Default should occur, the PARTICIPATING ENTITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

VIII. TERMINATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days' written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the PARTICIPATING ENTITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the COUNTY and the PARTICIPATING ENTITY for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The COUNTY and the PARTICIPATING ENTITY agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the COUNTY and the PARTICIPATING ENTITY as to matters contained herein. 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 any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both the COUNTY and the PARTICIPATING ENTITY and their authorized representatives.

XI. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the COUNTY and the PARTICIPATING ENTITY any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE ENFORCEMENT ENTITY

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the COUNTY or its designee; and (ii) the COUNTY has the required power and authority to perform this Agreement.

XV. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII. NOTICE

Notices to the PARTICIPATING ENTITY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

PARTICIPATING ENTITY
Opa-Locka City Manager
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

with copy to:

PARTICIPATING ENTITY Attorney
Opa-Locka City Attorney
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Notices to the COUNTY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Miami-Dade County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

Miami-Dade County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the COUNTY and the PARTICIPATING ENTITY may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the COUNTY and the PARTICIPATING ENTITY hereto have set their hands and seals the day and year first above written.

MIAMI-DADE COUNTY

_____

Daniella Levine Cava, Mayor Date

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Anita Viciana Zapata Date
Assistant County Attorney
Miami-Dade County, Florida

CITY OF OPA-LOCKA

_____

Darvin Williams Date
Interim City Manager

ATTEST:

_____

Joanna Flores, City Clerk Date
Opa-Locka, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

_____

Burnadette Norris-Weeks, City Attorney Date
Opa-Locka, Florida

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES REQUIRED FOR AN AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") requires professional services to prepare a comprehensive Americans with Disabilities (ADA) Compliance Assessment and Transition Plan for the City; and

WHEREAS, the selected Consultant shall identify which City buildings, community centers, and/or recreational facilities are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. Services would include a review of City-owned parking garages and tenant-occupied City-owned buildings, not limited to common areas throughout such buildings and or facilities; and

WHEREAS, the firm will be expected to perform all technical and other analysis necessary to complete the scope of work; and

WHEREAS, the anticipated deliverables required to complete the project include, but is not limited to: 1) Evaluation process recommendations; 2) Draft Barrier Assessment Surveys for all City Buildings; 3) Draft Access Compliance Assessment Reports for all City Buildings; 4) Final Access Compliance Assessment Reports for all City Buildings; 5) Draft Evaluation Report submitted in hard-copy and electronic formats; 6) Final Evaluation Report submitted in hard-copy and electronic formats; 7) Draft ADA Transition Plan submitted in hard-copy and electronic formats; and 8) Final ADA Transition Plan submitted in hard-copy and electronic formats; and

WHEREAS, the City desires to issue a Request for Qualifications (RFQ) for qualified, licensed and experienced professionals to provide the needed services and also enter into an agreement for an Americans with Disabilities (ADA) Compliance Assessment and Transition Plan for the City; and

WHEREAS, the City intends to select a firm that meets the best interests and required qualifications of the City as outlined in the RFQ, attached hereto as Exhibit "A"; and

WHEREAS, up to Nine Hundred Dollars ($900.00) may be spent for advertising to ensure that a broad range of qualified vendors are made aware of this solicitation, if deemed necessary; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the City Manager to issue a Request for Qualifications (RFQ) for the needed professional services, as provided herein and Exhibit "A".

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

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

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request for Qualifications (RFQ) for An Americans with Disabilities (ADA) Compliance Assessment and Transition Plan for the City, attached hereto as Exhibit "A" and to further authorize spending of up to Nine Hundred Dollars ($900.00) for advertising purposes, if deemed necessary.

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

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

PASSED AND ADOPTED this _____ day of _____, 2024.

Resolution _____

_____
John H. Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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

Moved by: _____

Seconded by: _____

VOTE:

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

Docusign Envelope ID: C21A590E-B2ED-4338-83FD-2736C5DC4715

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Director Signature:**	DocuSigned by: Adelina Gross EC5929C4FFB9414...			
Interim City Manager:	Darvin Williams			**CM Signature:**	DocuSigned by: C46C07C1E8DE492...			
Commission Meeting Date:	09/11/2024		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐					
Sponsor Name	City Manager		**Department:** Capital Improvements Program		City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to issue a Request for Qualifications (RFQ) for ADA Compliance Assessment and Transition Plan for all City-owned/rented Facilities.

Staff Summary:

The Consultant shall Identify which City buildings, community centers, and/or recreational facilities are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This includes City-owned parking garages and tenant-occupied City-owned buildings, including but not limited to, common areas throughout such buildings and or facilities.

The firm will be expected to perform all technical and other analyses necessary to complete the scope of work, including but not limited to, the following:

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The following list includes, but is not limited to, all anticipated deliverables required to complete the project:

1. Evaluation process recommendations.
2. Draft Barrier Assessment Surveys for all City Buildings.
3. Draft Access Compliance Assessment Reports for all City Buildings.
4. Final Access Compliance Assessment Reports for all City Buildings.
5. Draft Evaluation Report submitted in hard-copy and electronic formats.
6. Final Evaluation Report submitted in hard-copy and electronic formats.
7. Draft ADA Transition Plan submitted in hard-copy and electronic formats.
8. Final ADA Transition Plan submitted in hard-copy and electronic formats.

Financial Impact: To achieve widespread dissemination of this RFQ and attract a diverse pool of highly qualified consultants, staff may opt to advertise in both print publications and electronic media. The total cost for advertising this RFQ will be capped at $900 and will be allocated to the Non-Division Advertising budget, which currently has a balance of $23,059. This expenditure is a one-time cost and will not affect the General Fund in the long term.

Proposed Action:

Staff recommends the issuance of this Request for Qualifications for ADA Compliance Assessment and Transition Plan for all City-Owned/rented facilities.

Attachment:

1. Agenda
2. Request for Qualifications for ADA Compliance Assessment and Transition Plan

ter

CITY OF OPA-LOCKA

RFQ NO: 24-TBD

REQUEST FOR QUALIFICATIONS
ADA Compliance Assessment and Transition Plan

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RFQ NO: 24-TBD
ADA Compliance Assessment and Transition Plan

Sealed Proposals for ADA Compliance Assessment and Transition Plan will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, by 2:00 p.m., TBD (ET). Any RFQ Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFQ for ADA Compliance Assessment and Transition Plan.

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 **RFQ NO: 24-TBD** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA
RFQ NO. 24-TBD
ADA Compliance Assessment and Transition Plan

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide ADA Compliance Assessment and Transition Plan.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm (ET) on TBD. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFQ NO. 24-TBD – ADA Compliance Assessment and Transition Plan. 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 ensure 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, Option 1, before the 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 mode of delivery.

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 RFQ.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFQ, 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 RFQ so that they may read and interpret such for themselves. No employee other than the City's Purchasing Officer is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may post addenda on the City's website up to five (5) 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 RFQ 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 Officer 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 RFQ 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 proposals.

1-8. Contractual Agreement: This RFQ and 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.

Successful Proposer will be required to enter into an agreement with the City of Opa-locka similar to the one attached hereto.

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 RFQ 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 RFQ 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 self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ "Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000) with any person or affiliated on the "Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFQ proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days after 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 initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

CONE OF SILENCE

This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-Locka's Code of Ordinances.

A cone of silence shall be applicable to all city staff, the mayor and city commission and its staff, the city attorney and his/ her staff, the city clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid	NA	
Written Questions Due	TBA @ 2:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"	
Response to Questions	TBA @ 2:00pm (ET)	
Due Date/Bid Opening	TBA @ 2:00 pm (ET)	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka is seeking to complete an Americans with Disabilities Act (ADA) compliance assessment and transition plan for the City's parks and park facilities. This will consist of a physical accessibility assessment facility and the necessary steps taken to remedy any physical barriers that may exist. The City will NOT be undertaking electronic/website accessibility or programmatic accessibility evaluations as part of this project.

Scope of Services

The firm will be expected to perform all technical and other analyses necessary to complete the scope of work, including but not limited to, the following:

The Consultant shall plan to attend at least three meetings with City staff. At a minimum, a kick- off meeting, interim progress meeting, and a final completion meeting shall be held, in addition to any required site visits and City staff meetings needed for Self-Evaluation investigations and document research. The Consultant shall also plan to attend and present the ADA Transition Plan to the City Council at separate public meetings.

City Staff Training: The process is expected to be an educational experience for the City staff. Plan development, the Consultant shall assist the City in designating an ADA Coordinator and ADAliaisons from relevant departments to serve as an ongoing work group. The Consultant shall train designated City staff in the following areas:

- Applicable government code, statutes and regulations;
- Performing field investigations and inspections;
- Preparation of ADA ComplianceAssessment Reports;
- Monitoring and updating the ADA Self-Evaluation and TransitionPlan;
- Using and maintaining the database and/or project map (see Section II); and
- Internal procedures for granting exemptions for City projects

In Addition, the Consultant shall:

1. Evaluate all identified city-owned buildings, community centers, and recreation facilities for physical accessibility and identify physical barriers.

2. Identify City programs, activities, and services that may be discriminatory to people with disabilities and identify any existing obstacles limiting accessibility.

3. Review City policies, practices, and procedures which govern the administration of City programs, activities, and services.

4. Provide a detailed outline of methods necessary to remove program accessibility barriers.

5. Conduct ADA compliance evaluation of City buildings and parkamenities.

6. Prepare the City's ADA Self Evaluation and TransitionPlan.

7. The selected consultant will also provide ADA evaluation training to City Staff who will complete assessments for future facilities or facilities under development.

8. The Consultant shall review and evaluate current City policies, programs (including but not limited to recreation programs), and practices in order to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures.

9. Project Database: The Consultant shall develop a database for the ADA Transition Plan using City approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City staff. The database shall correlate all components of the transition plan including but not limited to compliance and facility reports, facility diagrams, Transition Plan, reference drawings, standard drawings, and photographs. The database shall be the property of the City when the ADA Transition Plan compilation is complete. The City currently uses Lucity as its asset management software. Consultant shall evaluate the feasibility of using Lucity as the database for tracking ADA implementation.

Requirements:

The intent of this study is to have the consultants under consideration specifically address the services requested and provide a well considered fee proposal for those services. The City is looking for a turnkey approach where the consultant will provide the following:

1) Evaluate all identified park sites and facilities for physical accessibility and identify physical barriers.

2) The Consultant will use the enforceable federal regulations, the most recent issued final guidelines or proposed guidelines, and in the alternative, the most recent final reports of the US Access Board committees. The Consultant shall also consider applicable Florida laws in preparing its advice and report.

3) In addition, the Consultant should use "best practices" that are effective in making parks and facilities more accessible. The final report should distinguish between regulations, guidelines, and best practices.

Task 1 – Oversee Development, Execution of the Evaluation Report and ADA Transition Plan

The consultant shall develop a process, procedures, and forms needed to conduct the Evaluation Report, Barrier Assessment Surveys and Access Compliance Assessment Report of the City's ADA building compliance.

a) Review appropriate reports and meet with City staff to gain insight into the City's facilities to identify issues that may be discriminatory to people with disabilities. The review should evaluate the current level of facility accessibility, including ADA requirements, facilities used, transportation, communication, grievance procedures, and emergency procedures.

b) Summarize the data and findings in the Evaluation Report and ADA Transition Plan, including Barrier Assessment Surveys and Access Compliance Assessment Reports for City buildings.

c) Meet with City staff in addition to any required site visits and City staff meetings deemed necessary by the consultant for investigations and document research.

Task 2 - Conduct Comprehensive Facility Surveys and Barrier Assessments

1. **Buildings**

a) Identify which City buildings, community centers and/or recreational facilities are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This includes City-owned parking garages and tenant occupied City- owned buildings, including but not limited to, common areas throughout such buildings and or facilities.

b) Conduct Barrier Assessment Surveys with field reviews of all public buildings that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each facility that could limit accessibility and compare each facility to the State building codes and the Federal ADAAccessibility Guidelines (ADAAG).

Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) to support the comprehensive assessment process, which shall include:

1. Executive Summary.
2. Build verifications as it relates to ADA access.
3. Barrier description and severity rating to measure relative impact to access.
4. Digital photograph(s) and documentation of each barrier.
5. Reference drawings/maps showing the specific location of the barrier.
6. Proposed solution(s) to eliminate the barrier; and
7. Individual detailed cost estimates for each solution.

c) The consultant shall review all ACARs and develop facility diagrams for each building showing interior and exterior areas to be included in the ADA Transition Plan as appropriate and provide a comprehensive report. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where programs, services, or activities take place. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier, and the priority level of the project.

Task 3 - Comprehensive ADA Evaluation and Transition Plan

1. Develop a comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy reviews, and City staff guidance. The ADA Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including but not limited to, the following:

a) Methodology for the evaluation of existing barriers to accessibility including how to remove them.

b) Summary of findings of the evaluation of facilities.

c) Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation.

d) Cost estimates of remediation measures.

e) Implementation schedule that includes milestones or measures of achievement for monitoring implementation.

f) Procedures and forms for monitoring implementation.

g) Procedures for periodically reviewing and updating the ADA Transition Plan.

h) Procedures and forms for performing evaluations of additional barriers.

i) Present the draft ADA Transition Plan, and subsequently, the final proposed ADA Transition Plan and findings to the City.

j) Finalize the ADA Transition Plan and present the finding to the City.

Please note any significant steps that the consultant feels are important to the success of the project that may not be addressed in the above-listed scope of work.

The final report shall include the following:

1) An overview of the authority under which the evaluation was conducted;

2) The specific regulations or guidelines used;

3) A description of the methods used by the Consultant;

4) An executive summary of the evaluation, identifying any access deficits that were common to City properties;

5) A section that describes the specific barriers at each park property, and notes regulation or guideline citations for easy reference, and includes photos.

6) A section that recommends solutions as to how each specific barrier can be removed, including the use of best practices, and note how employee-only areas are to be treated;

7) A section that prioritizes each barrier removal and provides a strategic framework for addressing compliance.

8) A section of projected cost estimates, inclusive of prevailing wages, for the removal of each barrier. Include cost subtotals for each park property by priority level, as well as overall park property cost totals.

9) Checklists or other evaluation methods used for each Park District site, and associated field notes.

Summary of Deliverables

The following list includes, but is not limited to, all anticipated deliverables required to complete the project:

1. Evaluation process recommendations.
2. Draft Barrier Assessment Surveys for all City Buildings.
3. Draft Access ComplianceAssessment Reports for all City Buildings.
4. Final Access ComplianceAssessment Reports for all City Buildings.
5. Draft Evaluation Report submitted in hard-copy and electronic formats.
6. Final Evaluation Report submitted in hard-copy and electronic formats.
7. Draft ADA Transition Plan submitted in hard-copy and electronic formats.
8. Final ADA Transition Plan submitted in hard-copy and electronic formats.

The doors at the facilities listed below should be ADA Accessible to ensure that individuals with disabilities have equal access to city facilities. By making the doors ADA compliant, we are providing a barrier-free environment that allows people with disabilities to enter and exit buildings independently.

The assessment and transition plan will include an evaluation of the following City-owned properties:

- **Government Center – 780 Fisherman Street, Opa-locka, FL – Four story building**

  This facility serves as the administrative hub. The facility houses city officials, employees, and tenants. Various services are also provided to the public at the Government Center. The City of Opa-locka Government Center plays a major role in facilitating government operations, providing services to the public, and serving as a physical representation of the governments' presence in the community.

- **Ingram Park – 2100 Burlington Street, Opa-locka, FL 33054**

  This facility enhances the overall park experience and provides opportunities for recreation, relaxation, and connection with nature.

- **Segal Park/Helen Miller Center – 2331 NW 143rd Street, Opa-locka, FL 33054**

  This facility provides activities for the Senior Community. It enhances the overall park experience and provides opportunities for recreation, relaxation, and connection with nature.

- **Sherbondy Village – 215 Perviz Avenue, Opa-locka, FL 33054**

  Two story building. This facility provides services, activities, and resources for the visitors. It enhances the overall park experience and provides opportunities for recreation, relaxation, and connection with nature.

- **Public Works – 12950 NW 42nd Avenue, Opa-locka, FL 33054**

  This facility is essential for the proper functioning and maintenance of infrastructure and services that directly impact the community. They provide the necessary resources, equipment, and expertise to ensure the efficient delivery of public works services, such as wastewater management, meter repairs, road repairs, vehicle maintenance, etc.

- **2105 Ali Baba Avenue Community Center Tub Cultural Arts Building**

  The two-story building functions as a Childcare Facility in Opa Locka FL, with a maximum capacity of 60 children.

- **Pathways and Crossings leading to City Facilities**

- **City-Owned and/or Rented Parking Facilities**

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one (1) fiscal year with a two (1) year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the Opa-locka City Commission and availability of annual appropriation.

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 no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people 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 provide an effective Public Relations and Marketing plan to meet the needs of the City of Opa-locka fully addressing the Purpose and Scope of Work, Section 2-1. The detailed plan should be specific in the different types of services that would expected to be provided in an average month, including a quantitative statement of the anticipated different work products.

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.

3.2.6.3 Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.

3.2.6.4 Identify the specific individual who would serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. The individuals identified shall be available within 24 hours' notice by telephone to accomplish the following:

- Attend meetings
- Respond to telephone calls
- Respond to specific inquiries
- Draft and release press releases

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the Program.

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, monthly fee.

3.2.9 Tab 8 – References

3.2.9.1 List of a minimum of at least six organizations, preferably governmental agencies, for which Public Relations and Marketing Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank 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.

4-2 EVALUATION CRITERIA

Category	Points
Qualifications of professional personnel assigned to project. 1. Qualifications and experience of assigned staff	25
Experience and success in providing ADA Compliance Assessment and Transition Plans to companies and governmental agencies 1. Evaluation of Reference Information – Tab 8 – Section 3.2.9.1.	25
Resources and approach 1. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	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 presentations in the evaluation phase. References and site visits (if needed) 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.

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with 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. 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

Proposer should submit the proposed monthly fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the monthly fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the monthly fixed fee associated with each.

Lump Sum Fee _____

SUBMITTED
THIS_____DAY OF_____, 2024

BID SUBMITTED BY:

_____ _____
Company Telephone Number

_____ _____
Name of Person Authorized to Submit Bid Fax Number

_____ _____
Signature Email Address

_____
Title

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, County, State, Federal, or other 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 an 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 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature_____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATIONFORM

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

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

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____the PROPOSER that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Opa-Locka, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of_____, 20____

_____
Notary Public
State of Florida at Large

My commission expires:

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:_____

State of Florida County of _____
The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this_____day of_____, 2024.
By _____
Personally known_____OR produced identification _____

_____
Notary Public
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 provisionsherein.

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: _____

AGREEMENT FOR AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN SERVICES

THIS IS AN AGREEMENT, dated the____day of _____, 2024, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

_____
a Florida _____, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR for Americans with Disabilities Act (ADA) Compliance Assessment and Transition Plan Services, pursuant to RFQ No. 24-TBA.

1.2 CITY finds it necessary to seek a professional, full-service company for the Americans with Disabilities Act (ADA) Compliance Assessment and Transition Plan Services.

1.3 CITY issued RFQ 24-TBA ("RFQ"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, 2024, CITY selected CONTRACTOR to perform services needed that will provide consulting services relating to Request for Proposals (RFQ) 24-TBA.

1.5 Contractor's firm will be responsible for providing Americans with Disabilities Act (ADA) Compliance Assessment and Transition Plan Services.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFQ 24-TBA, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services and the Scope of Services attached hereto as Exhibit “B”.

2.2 CONTRACTOR shall abide by all specifications outlined in RFQ 24-TBA.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR’s response to the RFQ.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFQ 24-TBA. The payment for services pursuant to this Agreement shall not exceed _____.

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty days (30) prior to the expiration of the date or modification of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage $1,000,000 per occurrence ($2,000,000 Aggregate).

5.6 Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number

and Policy Period.

5.7 Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

5.8 A certificate naming the City as an "additional insured" for General Liability is required.

5.9 Certificate holder should be addressed as follows: City of Opa-locka 780 Fisherman Street, 4th Floor Opa-locka, FL 33054

5.10 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.11 The CITY reserves the right to require any other insurance coverage it deemsnecessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall ata minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is one (1) fiscal year with a two (1) year renewable options, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation years.

11.2 This Agreement 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. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFQ 24-TBA, Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311

Contractor: _____
_____
_____

Copy To: _____
_____
_____

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of

participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____

Name: _____

Position: _____

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2024.

_____
NOTARY PUBLIC

My Commission Expires:

Sponsored By: City Manager

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH REQUEST FOR PROPOSALS ("RFP") NO. 24-0311200, PERTAINING TO THE REHABILITATION OF LIFT STATIONS 9 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") issued Request for Proposals ("RFP") No. 24-0311200, to solicit competitive proposals from qualified firms for the rehabilitation of lift stations 9 and 16, within the City; and

WHEREAS, one (1) proposal was received on May 16, 2024 in response to RFP No. 24-0311200; and

WHEREAS, the City Manager recommends that the proposals received in connection with RFP No. 24-0311200 be rejected based on the low response of quality bidders and seek a piggyback agreement to be later presented to the City Commission; 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 Request for Proposals ("RFP") No. 24-0311200.

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 Request for Proposals ("RFP") No. 24-0311200, pertaining to the rehabilitation of lift stations 9 and 16, within the City.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized

by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this _____ day of _____, 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) _____

Docusign Envelope ID: A280240E-5F8E-4C73-9F74-172B75A74A10

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**	DocuSigned by:		
Commission Meeting Date:	*9.11.2024*		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A resolution authorizing the City Manager to reject all proposals received in connection with the Request For Proposal No. 24-0311200.

Staff Summary:

The City Commission approved the issuance of RFP No. 24-0311200 to solicit competitive proposals for the rehabilitation of lift stations no. 9 and 16. One (1) proposal was received; however, a request is being made to reject the proposals based on the low response of quality bidders and seek a piggyback agreement to be later presented to the City Commission.

Financial Impact – There is no financial imapct to reject all bids.

Docusign Envelope ID: A280240E-5F8E-4C73-9F74-172B75A74A10

Proposed Action:

Staff recommends the approval of this request to reject all proposals submitted and readvertise an RFP for the rehabilitation of lift stations 9 and 16.

Attachment:

Bid Certification
Copy of proposals received

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 24-0311200
Lift Station 9 and 16 Rehabilitation

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received by 2:00 p.m. on May 16, 2024 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 4:40 p.m. on the 20th day of May 2024.

PROPOSAL(S) RECEIVED

NAME/ADDRESS	Price Proposal
1. **Supreme Roofing and Construction Inc.** **5951 NW 151 Street, Unit 203** **Miami Lakes, FL 33014** **Contact: Ricky Lebrun, M.S., M.Fin, Principal Strategist** **Office: 305.610.5241** **Email: supremeroofing@kebriagroup.com**	**Lump Sum Price Station 9** **$1,005,000.00** **Lump Sum Price Station 16** **$1,200,169.00** **Total** **$2,205,169.00**

Please note the proposal was submitted via Demand Star (e-bid) and provided to the City Clerk by the city's Procurement Officer on May 20, 2024.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Junior Bergel
Purchasing Officer
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

Proposer's Agency/Firm: Supreme Roofing & Construction Inc.

Address: 5951 NW 151st Street, Unit 203
Miami Lakes, FL 33014

Telephone Number: (786) 229-9331

Contact Person: Ricky Lebrun, M.S., M.Fin
Principal Strategist
Phone: (305) 610-5241
Email: SupremeRoofing@KebriaGroup.com

Date: May 14, 2024

Proposal Number: RFP NO. 24-0311200
Proposal Description: Lift Station 9 and 16 Rehabilitation

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Proposer's Agency/Firm Information, Address, Contact Person, Date, Proposal Number, Proposal Description

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May 14, 2024

City of Opa-locka
Jay Bergel - Procurement Officer
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Dear Mr. Bergel,

Supreme Roofing & Construction Inc. is pleased to submit our proposal for the Rehabilitation of Lift Stations 9 and 16 as outlined in RFP NO. 24-0311200.

We understand that the scope of work for this project includes the following key components:
Structural Rehabilitation:

- Concrete Repairs: Repairing and reinforcing the existing concrete structures to ensure the integrity and longevity of the lift stations.
- Access Improvements: Installing new access hatches and ensuring all access points are secure and watertight.

Mechanical and Electrical Upgrades:

- Pumps and Piping Systems: Replacing existing pumps with new, more efficient models and upgrading the piping systems to enhance performance and reliability.
- Electrical Systems: Upgrading electrical panels, control systems, and installing new pressure gauges and flow meters to improve monitoring and control of the lift stations.

Compliance with Standards:

- Ensuring that all work performed meets the relevant standards and regulations, including safety and environmental requirements.
- Conducting final inspections and testing to verify that all systems are functioning correctly and efficiently.

Our approach to this project involves detailed planning and coordination with all stakeholders to ensure that the work is completed on schedule and within budget. We are committed to maintaining the highest standards of quality and safety throughout the project.

The following individuals are authorized to make representations on behalf of Supreme Roofing & Construction Inc:

Ricky Lebrun, M.S., M.Fin
Project Manager
Phone: (305) 610-5241
Email: SupremeRoofing@KebriaGroup.com

Deric T Smith
President & Owner
Phone: (786) 229-9331
Email: SupremeRoofingSVC@hotmail.com

As the President & Owner of Supreme Roofing & Construction Inc., I certify that the contents of this proposal are true and accurate to the best of my knowledge.

Sincerely,



Deric T Smith
President & Owner
Supreme Roofing & Construction Inc.

GENERAL INFORAMTION

Name of Business:
Supreme Roofing & Construction Inc.

Mailing Address and Phone Number:
5951 N.W. 151 Street, Unit 203
Miami Lakes, FL 33014
Phone: (786) 229-9331

Names and Contact Information of Persons to be Contacted for Information or Services:

Deric T Smith (President & Owner)
Phone: (786) 229-9331
Email: SupremeRoofingSVC@hotmail.com

Ricky Lebrun, M.S., M.Fin (Project Manager)
Phone: (305) 610-5241
Email: SupremeRoofing@KebriaGroup.com

Normal Business Hours:
Monday: 7 AM – 6 PM
Tuesday: 7 AM – 6 PM
Wednesday: 7 AM – 6 PM
Thursday: 7 AM – 6 PM
Friday: 7 AM – 6 PM
Saturday: 7 AM – 6 PM
Sunday: Closed

Business Status:
Local; Corporation

Date and Place of Incorporation:
Incorporated in Florida on December 1, 2006

Location of Office and Number of Professional Staff Employees:

Location: 5951 N.W. 151 Street, Unit 203
Miami Lakes, FL 33014

Number of Professional Staff Employees: 15

Business Structure:
Supreme Roofing & Construction Inc. is an independent entity.

Licensing:
Supreme Roofing & Construction Inc. is licensed to do business in the State of Florida. Copies of all relevant licenses are attached:

General Contractor License: CGC1519881
Roofing Contractor License: CCC1327874
Plumbing Contractor License: CFC1431021
Mechanical Contractor License: CMC1251018

PROJECT APPROACH

Understanding of the Scope of Services

Supreme Roofing & Construction Inc. understands that the scope of services for the Rehabilitation of Lift Stations 9 and 16 includes:

1. **Structural Rehabilitation**
   - Repairing and reinforcing existing concrete structures.
   - Installing new access hatches to ensure secure and watertight entry points.
2. **Mechanical and Electrical Upgrades**
   - Replacing old pumps with new, efficient models.
   - Upgrading piping systems for enhanced performance.
   - Updating electrical panels and control systems, including the installation of pressure gauges and flow meters.
3. **Compliance and Testing**
   - Ensuring all work performed meets current safety and environmental standards.
   - Conducting final inspections and testing to verify proper functionality.

Detailed Approach

1. **Structural Rehabilitation**
   - **Concrete Repairs**: Conduct a thorough assessment of the existing structures to identify areas needing repair. Use high-quality materials to ensure durability.
   - **Access Improvements**: Install new, watertight access hatches that meet industry standards. Ensure the installation allows for easy maintenance and operational access.
2. **Mechanical and Electrical Upgrades**
   - **Pump Replacement**: Select and install new pumps based on the specific requirements of each lift station. Ensure the new pumps are compatible with existing systems and provide better efficiency.
   - **Piping Systems**: Upgrade the piping systems using materials that enhance durability and performance. Ensure proper alignment and secure connections to prevent leaks.
   - **Electrical Upgrades**: Update electrical panels and control systems to the latest standards. Install new pressure gauges and flow meters to improve monitoring capabilities.
3. **Compliance and Testing**
   - **Standards Compliance**: Regularly review project progress to ensure compliance with local, state, and federal regulations. Implement necessary adjustments promptly.
   - **Final Inspections**: Conduct thorough inspections and testing upon completion of each phase. Address any issues immediately to ensure optimal functionality.

Project Management and Coordination

- **Planning and Scheduling**: Develop a detailed project plan and schedule, outlining each phase of the project. Use project management software to track progress and ensure adherence to timelines.
- **Stakeholder Coordination**: Maintain open communication with all stakeholders, including city officials, to ensure alignment on project goals and expectations. Schedule regular meetings to provide updates and address concerns.

Quality Control and Risk Management

- **Quality Assurance**: Implement a rigorous quality control process to monitor workmanship and materials. Conduct regular site inspections to ensure adherence to project specifications.
- **Risk Management**: Identify potential risks early in the project. Develop and implement mitigation strategies to address risks, ensuring minimal impact on the project timeline and budget.

Proposed Project Schedule

Mobilization (2 Weeks)
Activities: Site assessment and preparation; Setup of temporary facilities; Procurement of materials and equipment; Coordination with stakeholders

Site Preparation (2 Weeks)
Activities: Clearing and grading of the site; Establishing site access and security measures; Installing necessary signage and barriers

Structural Rehabilitation (6 Weeks)
Activities: Concrete repairs and reinforcement; Installation of new access hatches; Inspection and approval of structural works

Mechanical and Electrical Upgrades (8 Weeks)
Activities: Removal of old pumps and installation of new pumps; Upgrading of piping systems; Electrical panel and control system upgrades; Installation of pressure gauges and flow meters; Initial testing of mechanical and electrical systems

Compliance and Testing (4 Weeks)
Activities: Final inspections and testing of all systems; Ensuring compliance with all relevant standards and regulations; Addressing any deficiencies or issues identified during testing; Final approval and commissioning

Project Completion (2 Weeks)
Activities: Site cleanup and restoration; Final documentation and reporting; Handover to the City of Opa-locka; De-mobilization and removal of temporary facilities

Summary of Project Duration:
Total Duration: 24 to 26 weeks (approximately 5.5 to 6 months)

Milestones:

1. **Mobilization Completed:** [End of Month 1, Week 2]
2. **Site Preparation Completed:** [End of Month 1, Week 4]
3. **Structural Rehabilitation Completed:** [End of Month 3, Week 2]
4. **Mechanical and Electrical Upgrades Completed:** [End of Month 5, Week 2]
5. **Compliance and Testing Completed:** [End of Month 6, Week 2]
6. **Project Completion and Handover:** [End of Month 6, Week 4]

Resources and Personnel
Project Manager: Ricky Lebrun, M.S., M.Fin

Communication and Reporting

- **Regular Updates**: Provide weekly progress reports to the city officials. Use these reports to highlight milestones achieved, any issues encountered, and the next steps.
- **Meetings**: Schedule bi-weekly meetings with the project team and stakeholders to discuss progress and address any concerns.
- **Documentation**: Maintain comprehensive project documentation, including detailed records of all work performed, inspections conducted, and materials used.

EXPERIENCE AND QUALIFICATIONS

1. Number of Years in Business
Supreme Roofing & Construction Inc. has been in business since December 1, 2006. With 18 years of experience, we have established ourselves as a reliable and skilled construction firm specializing in infrastructure projects.

2. Qualifications to Perform the Services

Licenses and Certifications
Supreme Roofing & Construction Inc. is fully licensed to perform the required services:

- General Contractor License: CGC1519881
- Roofing Contractor License: CCC1327874
- Plumbing Contractor License: CFC1431021
- Mechanical Contractor License: CMC1251018

Professional Team
Our team is comprised of highly qualified professionals with extensive experience in their respective fields:

Project Manager: Ricky Lebrun, M.S., M.Fin
Extensive experience in project management and strategic planning.

Construction Supervisor: Deric T Smith
More than 12 years of experience in construction management.

Relevant Experience
We have successfully completed numerous projects similar to the scope of services outlined in this RFQ, including:

- **Structural Rehabilitation:** Conducting concrete repairs and reinforcement, installing new access hatches.
- **Mechanical and Electrical Upgrades:** Replacing pumps, upgrading piping systems, updating electrical panels and control systems.
- **Compliance and Testing:** Ensuring all work meets safety and environmental standards, conducting final inspections and testing.

Technical Skills and Capabilities

- **Concrete Repairs:** Expertise in assessing and repairing concrete structures.
- **Pump Replacement:** Experience in selecting and installing efficient pumps.
- **Piping System Upgrades:** Upgrading piping systems for enhanced performance.
- **Electrical System Enhancements:** Updating electrical panels and control systems to the latest standards.

Commitment to Compliance

- **Regulatory Compliance:** Ensuring all work meets local, state, and federal regulations.
- **Quality Control:** Implementing rigorous quality control processes.
- **Risk Management:** Developing and implementing mitigation strategies to address potential risks.

With our extensive experience, highly qualified team, and commitment to excellence, Supreme Roofing & Construction Inc. is well-equipped to successfully complete the Rehabilitation of Lift Stations 9 and 16 as outlined in the RFQ.

TENATIVE SCHEDULE (July 1, 2024)

1. Timetable for Project Components

Mobilization (2 Weeks)
- **Start Date:** July 1, 2024 (Month 1, Week 1)
- **End Date:** July 14, 2024 (Month 1, Week 2)
- **Activities:**
    - Site assessment and preparation
    - Setup of temporary facilities
    - Procurement of materials and equipment
    - Coordination with stakeholders

Site Preparation (2 Weeks)
- **Start Date:** July 15, 2024 (Month 1, Week 3)
- **End Date:** July 28, 2024 (Month 1, Week 4)
- **Activities:**
    - Clearing and grading of the site
    - Establishing site access and security measures
    - Installing necessary signage and barriers

Structural Rehabilitation (6 Weeks)
- **Start Date:** July 29, 2024 (Month 2, Week 1)
- **End Date:** September 8, 2024 (Month 3, Week 2)
- **Activities:**
    - Concrete repairs and reinforcement
    - Installation of new access hatches
    - Inspection and approval of structural works

Mechanical and Electrical Upgrades (8 Weeks)
- **Start Date:** September 9, 2024 (Month 3, Week 3)
- **End Date:** November 3, 2024 (Month 5, Week 2)
- **Activities:**
    - Removal of old pumps and installation of new pumps
    - Upgrading of piping systems
    - Electrical panel and control system upgrades
    - Installation of pressure gauges and flow meters
    - Initial testing of mechanical and electrical systems

Compliance and Testing (4 Weeks)
- **Start Date:** November 4, 2024 (Month 5, Week 3)
- **End Date:** December 1, 2024 (Month 6, Week 2)
- **Activities:**
    - Final inspections and testing of all systems
    - Ensuring compliance with all relevant standards and regulations
    - Addressing any deficiencies or issues identified during testing
    - Final approval and commissioning

Project Completion (2 Weeks)
- **Start Date:** December 2, 2024 (Month 6, Week 3)
- **End Date:** December 15, 2024 (Month 6, Week 4)
- **Activities:**
    - Site cleanup and restoration
    - Final documentation and reporting
    - Handover to the City of Opa-locka
    - De-mobilization and removal of temporary facilities

2. Earliest Available Start Date

- **Earliest Available Start Date:** July 1, 2024

3. Project Completion Date

- **Project Completion Date:** December 15, 2024

Summary of Project Duration:

- **Total Duration:** 24 to 26 weeks (approximately 5.5 to 6 months)

Milestones:

1. **Mobilization Completed:** July 14, 2024
2. **Site Preparation Completed:** July 28, 2024
3. **Structural Rehabilitation Completed:** September 8, 2024
4. **Mechanical and Electrical Upgrades Completed:** November 3, 2024
5. **Compliance and Testing Completed:** December 1, 2024
6. **Project Completion and Handover:** December 15, 2024

PRICING OF SERVICES

1. All-Inclusive Base Fee
The all-inclusive base fee for the Rehabilitation of Lift Stations 9 and 16 covers all aspects of the project as outlined in the scope of services and the project schedule. This includes all labor, materials, equipment, overhead, and any other expenses necessary to complete the project.

2. Lump Sum Price
Lump Sum Price for Station 9: **$1,005,000.00**
Lump Sum Price for Station 16: **$1,200,169.00**

3. Total Lump Sum Price
Total Lump Sum Price for Both Lift Stations: **$2,205,169.00**

Components Included in the Base Fee
The base fee for each lift station includes the following components:

Mobilization
- Site assessment and preparation
- Setup of temporary facilities
- Procurement of materials and equipment
- Coordination with stakeholders

Site Preparation
- Clearing and grading of the site
- Establishing site access and security measures
- Installing necessary signage and barriers

Structural Rehabilitation
- Concrete repairs and reinforcement
- Installation of new access hatches
- Inspection and approval of structural works

Mechanical and Electrical Upgrades
- Removal of old pumps and installation of new pumps
- Upgrading of piping systems
- Electrical panel and control system upgrades
- Installation of pressure gauges and flow meters
- Initial testing of mechanical and electrical systems

Compliance and Testing
- Final inspections and testing of all systems
- Ensuring compliance with all relevant standards and regulations
- Addressing any deficiencies or issues identified during testing
- Final approval and commissioning

Project Completion
- Site cleanup and restoration
- Final documentation and reporting
- Handover to the City of Opa-locka
- De-mobilization and removal of temporary facilities

Additional Costs
The base fee is all-inclusive. However, if any additional costs arise that are not covered in the scope of services, they will be communicated promptly, and approval will be sought before proceeding. Potential additional costs could include:
- Unforeseen site conditions requiring additional work
- Changes in project scope or specifications requested by the client
- Regulatory changes impacting project requirements

PRICE PROPOSAL FORM

The Respondent's price will not be adjusted unless the CITY changes the scope of the RFP. As such, the Respondent shall furnish all expenses necessary to provide a complete proposed price for the RFP.

LUMP SUM PRICE (STATION 9): $ 1,005,000.00

LUMP SUM PRICE (STATION 16): $ 1,200,169.00

SUBMITTED THIS 14 DAY OF May ,2024

BID SUBMITTED BY:

Supreme Roofing & Construction Inc	786-229-9331
Company	Telephone Number
Ricky J Lebrun	954-252-8004
Name of Person Authorized to Submit Bid	Fax Number
	Supreme Roofing & Construction Inc
Signature	Email Address
Manager	
Title	

REFERENCES

Reference #1

Public Entity Name: Miami-Dade County
Reference Contact Person/Title/Department: Santiago Jimenez, RA, Construction Manager
Contact Number & Email:
Phone: 786-469-4125
Email: Santiago.Jimenez2@miamidade.gov
Public Entity Size/Number of Residents/Square Mileage:
Population: Approximately 2.7 million (2020 Census)
Area: Approximately 1,946 square miles
Event(s) Completed:
Project Name: Annie Coleman 14 Demolition
Date of Event Start/Completion:
Details: The project involved the safe and efficient demolition of 27 buildings, including site clearance and waste management, preparing the land for future redevelopment in compliance with environmental regulations and safety standards.
Is the Contract Still Active? Yes

Reference #2

Public Entity Name: The Family Christian Association of America, Inc. (FCAA)
Reference Contact Person/Title/Department: Tony Riley, Maintenance Superintendent
Contact Number & Email:
Phone: 786-719-3973
Email:
Public Entity Size/Number of Residents/Square Mileage:
The Family Christian Association of America, Inc. (FCAA) operates several Head Start and Early Head Start centers in the Miami, Hialeah, and Opa-Locka areas. These programs are designed to serve low-income eligible families, providing comprehensive early childhood education, health, nutrition, and parent involvement services.
Project Name: Roof Replacement
Details: The project involved the removal of the existing roofing system and the installation of a new, high-quality roofing system to ensure structural integrity, improve energy efficiency, and enhance aesthetic value.
Is the Contract Still Active? No

Reference #3

Public Entity Name: Miami-Dade Public Housing
Reference Contact Person/Title/Department: Matthew Tisdol, Assistant Director of Public Housing
Contact Number & Email:
Phone: 305-586-6877
Email: matthew.tisdol@miamidade.gov
Public Entity Size/Number of Residents/Square Mileage:
Miami-Dade County Public Housing System manages over 9,000 units throughout Miami-Dade County
Event(s) Completed:
Project Name: Ongoing Maintenance Services
Details: The project involves ongoing maintenance services required to keep the residential units habitable and in good condition. Services include plumbing, painting, carpentry, roofing, and other necessary trades to maintain the structural and aesthetic standards of the properties.
Is the Contract Still Active? Yes

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: Supreme Roofing & Construction Inc

   Address: 5951 NW 151 Street, Unit 203

   City, State, Zip: Miami Lakes, FL 33014 Phone/Fax: _____

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

3. If Corporation, state:
   Date of Incorporation: 12/01/2006 State in which Incorporated: Florida

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

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

Deric T Smith	12/01/2006

6. The length of time in business: 12.5 years

7. The length of time (continuous) in business as a service organization in Florida:
   12.5 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

The Respondent's price will not be adjusted unless the CITY changes the scope of the RFP. As such, the Respondent shall furnish all expenses necessary to provide a complete proposed price for the RFP.

LUMP SUM PRICE (STATION 9): $ 1,005,000.00

LUMP SUM PRICE (STATION 16): $ 1,200,169.00

SUBMITTED THIS 14 DAY OF May ,2024

BID SUBMITTED BY:

Supreme Roofing & Construction Inc	786-229-9331
Company	Telephone Number
Ricky J Lebrun	954-252-8004
Name of Person Authorized to Submit Bid	Fax Number
	Supreme Roofing & Construction Inc
Signature	Email Address
Manager	
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 Ricky J Lebrun

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 Ricky J Lebrun (Name) the Project Manager (Title/Position) of Supreme Roofing & Construction Inc (Company)

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

May 14, 2024
Date

Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Ricky J Lebrun being first duly sworn, deposes and says that:

(1) He/She/They is/are the Representative (Owner, Partner, Officer, Representative or Agent) of Supreme Roofing & Construction Inc the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: Signature

Ricky J Lebrun- Manager
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.

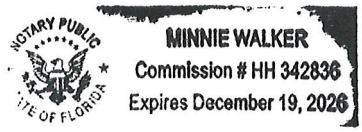
By: _____

Title: Manager

Sworn and subscribed before this

6th day of May, 2024

_____
Notary Public, State of Florida



Minnie Walker
(Printed Name)

My commission expires: December 19, 2024

E-VERIFY

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

E-VERIFY FORM

Definitions:

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

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

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

Company Name: Supreme Roofing & Construction Inc

Authorized Signature: 

Print Name: Ricky J Lebrun

Title: Manager

Date: May 14, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, DERIC T

SUPREME ROOFING & CONSTRUCTION INC
2600 NW 155 TERR
MIAMI FL 33054

LICENSE NUMBER: CGC1519881

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, DERIC T

SUPREME ROOFING & CONSTRUCTION, INC.
2600 NW 155 TERRACE
MIAMI FL 33054

LICENSE NUMBER: CFC1431021

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, DERIC T

SUPREME ROOFING & CONSTRUCTION, INC.
2600 nw 155 2600 NW 155 TERR
MIAMI FL 33054

LICENSE NUMBER: CMC1251018

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, DERIC T

SUPREME ROOFING & CONSTRUCTION, INC
2600 NW 155 TERRACE
MIAMI FL 33054

LICENSE NUMBER: CCC1327874

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6862974

RECEIPT NO.
RENEWAL
7137615

EXPIRES
SEPTEMBER 30, 2024

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

BUSINESS NAME/LOCATION
SUPREME ROOFING &
CONSTRUCTION INC
2600 NW 155TH TER
MIAMI GARDENS, FL
33054-6926

OWNER
SUPREME ROOFING &
CONSTRUCTION

Worker(s) 1

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

CGC1519881

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/27/2023
0208-23-000757

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

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

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

MIAMI-DADE COUNTY

2023 24

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6862834

RECEIPT NO.
RENEWAL
7137474

EXPIRES
SEPTEMBER 30, 2024

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

BUSINESS NAME/LOCATION
SUPREME ROOFING &
CONSTRUCTION INC
2600 NW 155TH TER
MIAMI GARDENS, FL
33054-6926

OWNER
SUPREME ROOFING &
CONSTRUCTION

Worker(s) 4

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING
CONTRACTOR

CCC1327874

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/27/2023
0208-23-000757

2023-24

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

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

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

MIAMI-DADE COUNTY

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6931662

RECEIPT NO.
RENEWAL
7207509

EXPIRES
SEPTEMBER 30, 2024

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

BUSINESS NAME/LOCATION
SUPREME ROOFING &
CONSTRUCTION INC
2600 NW 155TH TER
MIAMI GARDENS, FL
33054-6926

OWNER
SUPREME
ROOFING&CONSTRUCTION INC

Worker(s) 4

SEC. | **TYPE OF BUSINESS**
196 | SPECIALTY BUILDING CONTRACTOR
12BS00027

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/27/2023
0208-23-000757

2023-24

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

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

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

MIAMI-DADE COUNTY

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7326711

RECEIPT NO.
RENEWAL
7618275

EXPIRES
SEPTEMBER 30, 2024

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

BUSINESS NAME/LOCATION
SUPREME ROOFING&
CONSTRUCTION INC.
2600 NW 155TH TER
MIAMI GARDENS, FL
33054-6926

OWNER
SUPREME ROOFING&
CONSTRUCTION INC
C/O DERIC TAWAYNE SMITH
Worker(s) 3

SEC. TYPE OF BUSINESS
196 PLUMBING
CONTRACTOR

CFC1431021

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/27/2023
0208-23-000757

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

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

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

MIAMI-DADE COUNTY

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 Ricky J Lebrun the
(Name)
Project Manager of Supreme Roofing & Construction 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.

May 14, 2024 _____
Date Signature

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 Ricky J Lebrun

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2024

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 Custom Contractors Insurance, LLC PO Box 2389 Gilbert AZ 85299	**CONTACT NAME:** Sean O'Keefe **PHONE (A/C, No, Ext):** (888) 652-4513 **FAX (A/C, No):** (888) 274-7438 **E-MAIL ADDRESS:** info@customcontractorsinsurance.com
INSURED Supreme Roofing & Construction Inc 2600 Northwest 155th Terrace Opa-locka FL 33054	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** OBSIDIAN SPECIALTY INSURANCE COMPANY 16871 **INSURER B :** **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	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	SCB-GL-000032014	08/13/2023	08/13/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	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 	$ $ $
	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					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

HOLDER NAMED ADDITIONAL INSURED & COVERAGE APPLIES IN FLORIDA

CERTIFICATE HOLDER

JHS

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/6/2023 **EXPIRATION DATE:** 9/5/2025

PERSON: DERIC T SMITH **EMAIL:** SUPREMEROOFINGSVC@HOTMAIL.COM

FEIN: 205972574

BUSINESS NAME AND ADDRESS:

SUPREME ROOFING & CONSTRUCTION, INC.

2600 NW 155 TERRACE

OPA LOCKA, FL 33054

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT E01784748 QUESTIONS? (850) 413-1609
RULE 69L-6.012, F.A.C. REVISED 01/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2024

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 All in One Insurance 526 N Highway 27/441 Lady Lake FL 32159	**CONTACT NAME:** House Account **PHONE (A/C, No, Ext):** (352) 674-9015 **FAX (A/C, No):** **E-MAIL ADDRESS:** jbarbosa@conserins.com
INSURED Supreme Roofing & Construction Inc 2600 NW 155 terr Miami ,FL 33054	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** PROGRESSIVE AMERICAN INS CO — 24252 **INSURER B :** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			08355438	12/06/2023	12/06/2024	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

JHS

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Supreme Roofings & Construction Inc

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

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

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

5951 NW 151 Street, Unit 203

6 City, state, and ZIP code

Miami Lakes, FL 33014

Requester's name and address (optional)

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

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

2	0	–	5	9	7	2	5	7	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** [signature] **Date** 3/14/24

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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: Manager

Sworn and subscribed before this

6th day of May, 2024

_____
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MINNIE WALKER
Commission # HH 342836
Expires December 19, 2026

Minnie Walker
(Printed Name)

My commission expires: December 19, 2024

EVALUATION MATRIX

RFP-24-0311200 Lift Station 9 and 16 Rehabilitation

Firm Name: Supreme Roofing & Construction

Evaluation

Reviewer Name:		Airia Austin		Adelina Gross		Carlos Gonzalez		Owen Carney			
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Qualifications	50%	1	0.50	1	0.50	0	0.00	3	1.50		0.00
Experience	30%	0	0.00	1	0.30	0	0.00	3	0.90		0.00
References	10%	0	0.00	1	0.10	1	0.10	3	0.30		0.00
Price Proposal	10%	0	0.00	0	0.00	3	0.30	3	0.30		0.00
Total	**100%**		**0.50**		**0.90**		**0.40**		**3.00**		**0.00**

EVALUATION MATRIX

RFP-24-0311200 Lift Station 9 and 16 Rehabilitation

FIRM SELECTED

Reviewer:

	Supreme Roofing & Construction				
Airia Austin	0.50				
Adelina Gross	0.90				
Carlos Gonzalez	0.40				
Owen Carney	3.00				
AVERAGE RATING	**1.20**				

EVALUATION FORM

RFP-24-0311200 Lift Station 9 and 16 Rehabilitation

Criterion	Weight	Description
Qualifications and Experience	50%	Qualifications of professional personnel assigned to City accounts. Qualifications and experience of assigned staff
Approach and Method	30%	The ability to meet the requirements of the proposal.
References	10%	Evaluation of Reference Information
Price Proposal	10%	Fees and Other Charges
Total	**100%**	

Rating Scale	
0	Fails to Fit
1	Poor Fit
2	Fair Fit
3	Good Fit
4	Very Good Fit
5	Excellent Fit

EVALUATION FORM

RFP-24-0311200 Lift Station 9 and 16 Rehabilitation

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

Reviewer Name: _____ **Date:** _____

Signature: _____

Firm Name: Supreme Roofing and Construction

Evaluation

Criterion	Rating
Qualifications	
Experience	
References	
Price Proposal	

Notes:

Firm Name: _____

Evaluation

Criterion	Rating
Qualifications	
Experience	
References	
Price Proposal	

Notes:

Firm Name: _____

Evaluation

Criterion	Rating
Qualifications	
Experience	
References	
Price Proposal	

Notes:

CITY OF OPA-LOCKA

RFP NO: 24-0311200

June 25, 2024 @ 12:30 P.M.

WALK THROUGH MEETING, 780 FISHERMAN STREET, 4th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
CARLOS GONZALEZ	CITY OF OPALOCKA	cgonzalez@opalockafl.gov	305.953.2868 x. 1457
AIRITH AUSTIN	CITY OF OPA-LOCKA	AAUSTIN@OPALOCKAFL.GOV	305-321-2595
Owen Carnoy	City of opalocka	Ocarnoy@opalockafl.gov	305-953-2828 ext 3004
Adelma Gross	City of Opa-locka	agross@opalockafl.gov	305 953 2860 ext 3001

EVALUATION FORM

24-0311200 Lift Station Rehabilitation for 9 and 16

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

Reviewer Name: CARLOS GONZALEZ **Date:** 6-26-24

Signature: [signature]

Firm Name: SUPREME ROOFING & CONST.

Evaluation

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

Notes:

- Experience on other categories of Sewer work but NOT on new Pump Stations
- $1,005,000 PSG
- $1,200,169 PS16
-

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
Resources and Approach	
References	
Price Proposal	

Notes:

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
Resources and Approach	
References	
Price Proposal	

Notes:

EVALUATION FORM

24-0311200 Lift Station Rehabilitation for 9 and 16

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

Reviewer Name: Owen Carney **Date:** 6-26-24

Signature: Owen Carney

Firm Name: Supreme Roofing & Constr

Evaluation

Criterion	Rating
Experience and Qualifications	0
Resources and Approach	0
References	1
Price Proposal	3

Notes:

Firm Name: SS ~~Engineering~~

Evaluation

Criterion	Rating
Experience and Qualifications	
Resources and Approach	
References	
Price Proposal	

Notes:

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
Resources and Approach	
References	
Price Proposal	

Notes:

EVALUATION FORM

24-0311200 Lift Station Rehabilitation for 9 and 16

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

Reviewer Name: Adelina Gross **Date:** 06/26/2024

Signature: Adelina Gross

Firm Name: Supreme Roofing & Construction

Evaluation

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

Notes:

Company does not have the requested experience and/or team of subcontractors and not a clear understanding of the project

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
Resources and Approach	
References	
Price Proposal	

Notes:

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
Resources and Approach	
References	
Price Proposal	

Notes:

EVALUATION FORM

24-0311200 Lift Station Rehabilitation for 9 and 16

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

Reviewer Name: AIRIA AUSTIN **Date:** 06-26-2024

Signature:

Firm Name: SUPREME ROOFING

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications	1	LIMITED EXP
Resources and Approach	0	NO CIVIL EXP.
References	0	NONE PERTINENT TO PROJECT
Price Proposal	0	NOT BASED ON PROJECT DESIGN

Firm Name: _____

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications		
Resources and Approach		
References		
Price Proposal		

Firm Name: _____

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications		
Resources and Approach		
References		
Price Proposal		

Sponsored By: City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF STONEHENGE CONSTRUCTION, LLC FOR THE RELOCATION OF THE SANITARY SEWER GRAVITY MAIN SERVICES RELATED TO PROPERTY LOCATED ALONG 133rd STREET PURSUANT TO RFP NO. 24-0507200; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STONEHENGE CONSTRUCTION, LLC FOR SERVICES, IN THE FORM ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-ONE THOUSAND, FOUR HUNDRED EIGHTY-SIX DOLLARS AND THIRTY CENTS ($261,486.30); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 8, 2024, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 24-0507200 for the relocation of the Sanitary Sewer Gravity Main services relating to property located along 133rd Street, within the City; and

WHEREAS, six (6) sealed proposal were received by the City Clerk's Office and certified by the City Clerk on May 7, 2024; and

WHEREAS, a Selection Board of City employees was convened to review the proposals and presentations of the six bidders regarding their relocation of the Sanitary Sewer Gravity Main services relating to property located along 133rd Street. The Selection Board scored each proposal based on a maximum of 5 points for each of the following criteria: 1) Experience and Qualification, 2) References, 3) Resources and Approach, and 4) Proposed Fee; and

WHEREAS, the Selection Board ranked Stonehenge Construction, LLC ("Stonehenge Construction, LLC") as the highest proposal, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds that acceptance of Stonehenge Construction, LLC's proposal, relating to RFP No. 24-0507200, for the relocation of the Sanitary Sewer Gravity Main located along 133rd Street, within the City, attached hereto as Exhibit "A", in an amount not to exceed Two Hundred Sixty-One Thousand, Four Hundred Eighty-Six Dollars and Thirty Cents ($261,486.30) and in the form attached hereto as Exhibit "B", is in the best interest of the City and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Stonehenge Construction, LLC, relating to RFP No. 24-0507200, for the relocation of the Sanitary Sewer Gravity Main services related to property located along 133rd Street within the City, in an agreement form attached hereto as Exhibit "A", in an amount not to exceed Two Hundred Sixty-One Thousand, Four Hundred Eighty-Six Dollars and Thirty Cents ($261,486.30) annually and in the form attached hereto as Exhibit "B".

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

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

PASSED and **ADOPTED** this _____ day of _____, 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 Williams		**CM Signature:**					
Commission Meeting Date:	*9.11.2024*		**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:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐					
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to accept the proposal of Stonehenge Construction, LLC for the relocation of the Sanitary Sewer Gravity Main located along 133rd Street pursuant to RFP No. 24-0507200 and further authorizing the City Manager to enter into an agreement with Stonehenge Construction, LLC for said services.

Staff Summary:

Request for Proposals (RFP) 24-0507200 was published on April 8, 2024, for Sanitary Sewer Gravity Main Relocation along 133rd Street. Six (6) companies submitted a proposal document which was certified by the City Clerk on May 07, 2024.

A Section Board of City employees was convened to review the proposals of the six bidders and evaluate each firm regarding their Sanitary Sewer Gravity Main Relocation along 133rd Street proposal. The Selection Board scored the bidders on a maximum of 5.00 points per category based on the following criteria:

1. Experience and Qualification
2. References
3. Resources and Approach
4. Proposed Fee

Docusign Envelope ID: F9C53940-C277-454C-910A-9F9FB1F770FA

Stonehenge Construction's team of seasoned general contractors, construction managers, and engineers is committed to delivering projects on time and within budget, while upholding high-quality standards. The company's staff members have extensive experience in various project types including vertical construction, underground utilities, site improvements, as well as roadway and bridge projects. The team includes five (5) State of Florida Licensed General Contractors, one (1) Miami-Dade County Licensed Engineering Contractor, and two (2) Civil Engineers. Staff members are well-versed in options analysis, value engineering, life-cycle cost analysis, constructability analysis, quality control, OSHA safety programs, and construction schedule and cost control.

Financial Impact: With an anticipated cost of $261,486.30, this item is included in the FY 24 budget under the Water Sewer CIP division. There is currently $400,000 available for this item in account 86-535642. It is funded by ARPA funds and has no long-term financial impact on the General Fund.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Stonehenge Construction, LLC and authorize the City Manager to enter into an agreement with said company.

Attachment:

Bid Certification
RFP 24-0507200
Bid Proposal

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received by 2:00 p.m. on May 7, 2024 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:22 p.m. on the 7th day of May 2024.

PROPOSAL(S) RECEIVED

NAME/ADDRESS	Total Base Bid Price
1. **Absolute Construction Services, Inc.** **18541 SW 43rd Street** **Miramar, FL 33029** **Contact: Adalberto Morejon, President** **Tele: 954.673.2132** **Email: albertacs@gmail.com** **Website: http://absoluteconstructionservices-acs.com**	**$333,081.50**
2. **The Stout Group, LLC** **10850 NW 138 St, Bay No. 3** **Hialeah Gardens, FL 33018** **Contact: Jose Sanchez, Manager** **Tele: 786.452.1481** **Mobile: 305.397.2311**	**$521,426.62**
3. **AC Trench Corp** **14905 SW 80 St, Apt. 217** **Miami, FL 33193** **Contact: Ariel Canals, President** **Tele: 786.537.2575**	**$310,109.09**
4. **Master Road Finishers Corp.** **18400 SW 202 Street** **Miami, FL 33187** **Contact: Osvaldo Claro** **Tele: 305.456.2317**	**$253,830.87**
5. **Supreme Roofing & Construction, Inc.**	**Incomplete**
6. **Stonehenge Construction, LLC** **13100 SW 128th Street** **Miami, FL 33186** **Contact: Alejandro Duart** **Tele: 786.866.7776** **Email: aduart@shc-us.com**	**$261,486.30**

Please note that all of the proposals with the exception of Stonehenge Construction, LLC were submitted via Demand Star (e-bid) and provided to the City Clerk by the city's Procurement Officer on May 7, 2024.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Junior Bergel
Purchasing Officer
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

CITY OF OPA-LOCKA

RFP NO: 24-0507200

6/11/24 ~~June 7, 2024~~ @ ~~10:30 A.M.~~ 11:00am

WALK THROUGH MEETING, 780 FISHERMAN STREET, 4th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
AERIA AUSTIN	CITY OF OPA-LOCKA	ARUSTIN@OPALOCKAFL.GOV	305-321-2595
CARLOS GONZALEZ	CITY OF OPALOCKA	cgonzalez@opalockafl.gov	305.953.2868 x1451
Adelina Gross	City of Opa-locka	agross@opalockafl.gov	305-953-2868x3001
Owen Carnoy	City of Opalocky	ocarnoy@opalock-FL.gov	305-953-2828*3004

EVALUATION FORM

24-0507200

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

Reviewer Name: Adelina Gross **Date:** 06/11/2024

Signature: Adelina Gross

Firm Name: Stonehenge $261,486.30

Evaluation

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

Notes:
Company has good experience record; a clear understanding of the project; and Project approach is well explained.

Firm Name: Absolute Construction $333,091.50

Evaluation

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

Notes:
Company has good experience working with municipalities on different and similar projects Project approach is reasonable with the job being requested

Firm Name: $310,109.05 AC Trench

Evaluation

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

Notes:
Contractor has been in business since 2009 has worked with the City of Pa-locke

EVALUATION FORM

24-0507200

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

Reviewer Name: Adelina Gross **Date:** 06/11/2024

Signature: Adelina Gross

Firm Name: Master Road Finishers $253,830.87

Evaluation

Criterion	Rating
Experience and Qualifications	0
References	0
Resources and Approach	0
Price Proposal	4

Notes:
Good price but no references, years of experience, proyed approach or similar jobs submitted for evaluation

Firm Name: Stout Group $521,426.62

Evaluation

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

Notes:
Projects overpriced not approach, not years of experience, no reference, no similar jobs to evalute were submitted

Firm Name: AC Trench

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

EVALUATION FORM

24-0507200

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

Reviewer Name: CARLOS GONZALEZ **Date:** 6-11-24

Signature: CGZ

Firm Name: Stonehenge

Evaluation

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

Notes:

- 22 yrs.
- Detailed Project Approach.
- ~~$215,162.00~~ $261,486
- Good References.

Firm Name: Absolute Construction

Evaluation

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

Notes:

- 13 yrs.
- Good References and Experience.
- $333,081.50

Firm Name: AC Trench

Evaluation

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

Notes:

- 16 yrs.
- Proposal Not Complete.
- ~~$262,978~~ $310,109.09
-

EVALUATION FORM

24-0507200

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

Reviewer Name: CARLOS GONZALEZ **Date:** 6-11-24

Signature: CG

Firm Name: Master Road Finishers

Evaluation

Criterion	Rating
Experience and Qualifications	2
Reference's	2
Resources and Approach	2
Price Proposal	3

Notes:

- NOT ON LINE.
- $253,830
- NOT a Complete Package.

Firm Name: Stout Group

Evaluation

Criterion	Rating
Experience and Qualifications	2
References	2
Resources and Approach	2
Price Proposal	1

Notes:

- $521,426.
- Not a Complete Package

Firm Name: AC Trench

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

EVALUATION FORM

24-0507200

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

Reviewer Name: AZRA AUSTIN **Date:** 06-11-2024

Signature:

Firm Name: Stonehenge

Evaluation

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

Notes:

DEMONSTRATES A WEALTH OF EXPERIENCE
HAS STATE AND LOCAL EXPERIENCE
WELL PRICED PROJECT

Firm Name: Absolute Construction

Evaluation

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

Notes:

RELATIVELY NEW COMPANY
W/O MUNICIPAL EXPERIENCE
THEIR APPROACH TO THE PROJECT IS SOUND

Firm Name: AC Trench

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	5
Price Proposal	3

Notes:

WELL ESTABLISHED
MUNICIPAL EXPERIENCE

EVALUATION FORM

24-0507200

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

Reviewer Name: AIRIA AUSTIN **Date:** 06-11-2024

Signature: A. Austin

Firm Name: Master Road Finishers

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications	1	NONE PROVIDED
References	1	NONE PROVIDED
Resources and Approach	2	NONE PROVIDED
Price Proposal	2	PRICE IS SOMEWHAT LOW

Firm Name: Stout Group

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications	1	
References	1	
Resources and Approach	1	
Price Proposal	1	EXTREMELY HIGH

Firm Name: AC Trench

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications		
References		
Resources and Approach		
Price Proposal		

EVALUATION FORM

24-0507200

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

Reviewer Name: Owen Carney **Date:** 6-11-24

Signature: Owen Carney

Firm Name: Stonehenge

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	2
Resources and Approach	3
Price Proposal	4

Notes: 22 years

Firm Name: Absolute Construction

Evaluation

Criterion	Rating
Experience and Qualifications	2
References	2
Resources and Approach	3
Price Proposal	2

Notes: 13 years

Firm Name: AC Trench

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	1
Resources and Approach	2
Price Proposal	2

Notes:

EVALUATION FORM

24-0507200

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

Reviewer Name: Owen Carney **Date:** 6-11-24

Signature: Owen Carney

Firm Name: Master Road Finishers

Evaluation

Criterion	Rating
Experience and Qualifications	0
References	0
Resources and Approach	0
Price Proposal	3

Notes:

Firm Name: Stout Group

Evaluation

Criterion	Rating
Experience and Qualifications	0
References	1
Resources and Approach	2
Price Proposal	1

Notes:

12 years

Firm Name: AC Trench

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

EVALUATION MATRIX

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street

Firm Name: **Stonehenge**

Evaluation

Criterion	Weight	Reviewer Name: Adelina Gross Rating	Adelina Gross Score	Owen Carney Rating	Owen Carney Score	Airia Austin Rating	Airia Austin Score	Carlos Gonzalez Rating	Carlos Gonzalez Score	Rating	Score
Experience and Qualification	35%	5	1.75	3	1.05	4	1.40	4	1.40		0.00
References	10%	5	0.50	2	0.20	5	0.50	4	0.40		0.00
Resources and Approach	30%	5	1.50	3	0.90	4	1.20	4	1.20		0.00
Proposed Fee	25%	5	1.25	4	1.00	5	1.25	4	1.00		0.00
Total	**100%**		**5.00**		**3.15**		**4.35**		**4.00**		**0.00**

Firm Name: **Absolute Construction**

Evaluation

Criterion	Weight	Reviewer Name: Adelina Gross Rating	Adelina Gross Score	Owen Carney Rating	Owen Carney Score	Airia Austin Rating	Airia Austin Score	Carlos Gonzalez Rating	Carlos Gonzalez Score	0 Rating	0 Score
Experience and Qualification	35%	5	1.75	2	0.70	3	1.05	4	1.40		0.00
References	10%	5	0.50	2	0.20	4	0.40	4	0.40		0.00
Resources and Approach	30%	5	1.50	3	0.90	5	1.50	4	1.20		0.00
Proposed Fee	25%	4	1.00	2	0.50	4	1.00	3	0.75		0.00
Total	**100%**		**4.75**		**2.30**		**3.95**		**3.75**		**0.00**

Firm Name: **AC Trench**

Evaluation

Criterion	Weight	Reviewer Name: Adelina Gross Rating	Adelina Gross Score	Owen Carney Rating	Owen Carney Score	Airia Austin Rating	Airia Austin Score	Carlos Gonzalez Rating	Carlos Gonzalez Score	0 Rating	0 Score
Experience and Qualification	35%	4	1.40	3	1.05	4	1.40	4	1.40		0.00
References	10%	4	0.40	1	0.10	4	0.40	3	0.30		0.00
Resources and Approach	30%	4	1.20	2	0.60	5	1.50	3	0.90		0.00
Proposed Fee	25%	4	1.00	2	0.50	3	0.75	3	0.75		0.00
Total	**100%**		**4.00**		**2.25**		**4.05**		**3.35**		**0.00**

EVALUATION MATRIX

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street

Firm Name: **Masters Road Finishers**

Evaluation

Criterion	Weight	Reviewer Name: Adelina Gross Rating	Adelina Gross Score	Owen Carney Rating	Owen Carney Score	Airia Austin Rating	Airia Austin Score	Carlos Gonzalez Rating	Carlos Gonzalez Score	0 Rating	0 Score
Experience and Qualification	35%	0	0.00	0	0.00	1	0.35	2	0.70		0.00
References	10%	0	0.00	0	0.00	1	0.10	2	0.20		0.00
Resources and Approach	30%	0	0.00	0	0.00	2	0.60	2	0.60		0.00
Proposed Fee	25%	4	1.00	3	0.75	2	0.50	3	0.75		0.00
Total	**100%**		**1.00**		**0.75**		**1.55**		**2.25**		**0.00**

Firm Name: **Stout Group**

Evaluation

Criterion	Weight	Reviewer Name: Adelina Gross Rating	Adelina Gross Score	Owen Carney Rating	Owen Carney Score	Airia Austin Rating	Airia Austin Score	Carlos Gonzalez Rating	Carlos Gonzalez Score	0 Rating	0 Score
Experience and Qualification	35%	0	0.00	0	0.00	1	0.35	2	0.70		0.00
References	10%	0	0.00	0	0.00	1	0.10	2	0.20		0.00
Resources and Approach	30%	0	0.00	2	0.60	1	0.30	2	0.60		0.00
Proposed Fee	25%	1	0.25	1	0.25	1	0.25	1	0.25		0.00
Total	**100%**		**0.25**		**0.85**		**1.00**		**1.75**		**0.00**

FIRM SELECTED

Reviewer:

	Stonehenge	Absolute Construction	AC Trench	Masters Road Finishers	Stout Group
Adelina Gross	5.00	4.75	4.05	1.00	0.25
Owen Carney	3.15	2.30	2.25	0.75	0.85
Airia Austin	4.35	3.95	4.05	1.55	1.00
Carlos Gonzalez	4.00	3.75	3.35	2.25	1.75
	0.00	0.00	0.00	0.00	0.00
AVERAGE RATING	**3.30**	**2.95**	**2.74**	**1.11**	**0.77**

EVALUATION FORM

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street

Criterion	Weight	Description
Experience and Qualifications	35%	Number of years providing Feasibility Study services. Qualifications and experience of assigned staff. Licensing. Adherence to requirements, forms and qualifications listed in this RFP.
References	10%	Performance of similar services for governmental clients including at least two references.
Resources and Approach	30%	Adequate resources. Proposed plan and approach to fulfilling scope.
Price Proposal	25%	Cost of proposed services.
Total	**100%**	

Rating Scale	
0	Fails to Fit
1	Poor Fit
2	Fair Fit
3	Good Fit
4	Very Good Fit
5	Excellent Fit

EVALUATION FORM

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street

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

Reviewer Name: _____ **Date:** _____

Signature: _____

Firm Name: Master Road Finishers

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name: Stout Group

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name: AC Trench

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street

Reviewer Name:		Adelina Gross		Airia Austin		Carlos Gonzalez		Owen Carney		Average	1st Place
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Score	2nd Place
Experience and Qualification	35%										3rd Place
Stonehenge		5	1.75	4	1.40	4	1.40	3	1.05	5.60	Average
Absolute Construction		5	1.75	3	1.05	4	1.40	2	0.70	4.90	
AC Trench		4	1.40	4	1.40	4	1.40	3	1.05	5.25	
Masters Road Finishers		0	0.00	1	0.35	2	0.70	0	0.00	1.05	
Stout Group		0	0.00	1	0.35	2	0.70	0	0.00	1.05	
										5.25	
References	10%										
Stonehenge		5	0.50	5	0.50	4	0.40	2	0.20	1.60	
Absolute Construction		5	0.50	4	0.40	4	0.40	2	0.20	1.50	
AC Trench		4	0.40	4	0.40	3	0.30	1	0.10	1.20	
Masters Road Finishers		0	0.00	1	0.10	2	0.20	0	0.00	0.30	
Stout Group		0	0.00	1	0.10	2	0.20	0	0.00	0.30	
										1.43	
Resources and Approach	30%										
Stonehenge		5	1.50	4	1.20	4	0.40	3	0.30	3.40	
Absolute Construction		5	1.50	5	1.50	4	0.40	3	0.30	3.70	
AC Trench		4	1.20	5	1.50	3	0.30	2	0.20	3.20	
Masters Road Finishers		0	0.00	2	0.60	2	0.20	0	0.00	0.80	
Stout Group		0	0.00	1	0.30	2	0.20	2	0.20	0.70	
										3.43	
Price Proposal	25%										
Stonehenge		5	1.25	5	1.25	4	1.00	4	1.00	4.50	
Absolute Construction		4	1.00	4	1.00	3	0.75	2	0.50	3.25	
AC Trench		4	1.00	3	0.75	3	0.75	2	0.50	3.00	
Masters Road Finishers		4	1.00	2	0.50	3	0.75	3	0.75	3.00	
Stout Group		1	0.25	1	0.25	1	0.25	1	0.25	1.00	
										3.58	
Total	100%										
Stonehenge			5.00		4.35		3.20		2.55	12.55	
Absolute Construction			4.75		3.95		2.95		1.70	11.65	
AC Trench			4.00		4.05		2.75		1.85	10.80	
Masters Road Finishers			1.00		1.55		1.85		0.75	4.40	
Stout Group			0.25		1.00		1.35		0.45	2.60	

STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

DUE DATE: 05/07/2024

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

Contact Information

Alejandro Duart
aduart@shc-us.com
786-866-7776

STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

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STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

Tab-2 - Letter of Transmittal

STONEHENGE CONSTRUCTION, LLC
13100 SW 128TH ST | MIAMI, FL 33186 • WWW.SHC-US.COM • INFO@SHC-US.COM
PHONE 786.866.7776 • FAX 786.866.7777 • LIC # CGC 1504064 | LIC # E 1500528

Letter of Transmittal

May 7, 2024

Attn: CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054
Miami, Florida 33132

RE: Response to Legal Advertisement
RFP NO: 24-0507200 - Sanitary Sewer Gravity Main Relocation Along 133rd Street

Dear City of Opa-Locka

To begin with, we would like to thank you in advance for the opportunity to furnish you with **Response for Proposal No: 24-0507200 - Sanitary Sewer Gravity Main Relocation Along 133rd Street**. Stonehenge Construction, with our team of highly qualified and diverse sub-consultants, is delighted to present to you our team's outstanding qualifications to manage the city's project. Our team looks forward to working with the City of Opa-Locka to achieve all its goals for this and any other future projects.

Our understanding of the scope of work is to furnish, install and deliver to the City of Opa-Locka all material and equipment necessary for a complete relocation of the gravity sewer along NW 133 Street, between NW 42 Avenue and NW 43 Avenue. The project seeks to relocate the sanitary sewer main within six feet to the North of the centerline of the right of way and reconnect the lateral services to the new sewer main.

Moreover, the project proposes the installation of 519 LF of an 8-inch PVC (C 900) gravity main pipe, three 6-inch sanitary laterals, and installation of (3) precast manholes and connection to an existing manhole on 133rd Street. Project involves plug, cap and grouting of the existing line to be abandoned in place, excavation for the new pipeline sloped and backfilled for gravity sewer installation, asphalt pavement restoration and pavement markings Including cleaning and testing as required, maintenance of the sewer service along with any miscellaneous items and work required to complete the project.

SHC
STONEHENGE CONSTRUCTION, LLC
13100 SW 128TH ST | MIAMI, FL 33186 • WWW.SHC-US.COM • INFO@SHC-US.COM
PHONE 786.866.7776 • FAX 786.866.7777 • LIC # CGC 1504064 | LIC # E 1500528

The people authorized to make representations for Stonehenge Construction, LLC are as follows.
Alejandro Duart, President, 13100 SW 128 Street, Miami FL, 33186 - 786-271-1090
Manuel Quintana, Vice President, 13100 SW 128 Street, Miami FL, 33186 - 786-258-4137

Furthermore, as President of Stonehenge Construction, I, Alejandro Duart, attest to the fact that the information provided in this RFP response is complete, current, and factual. We hereby certify the contents and information provided of SHCs response to the City's Request. We declare that this proposal is made without collusion with any other person or entity submitting pursuant to this RFP.

In closing, we would like to thank the City of Opa-Locka's selection committee for taking the time to review our qualifications. Should you have any questions regarding our qualifications package please do not hesitate to contact us.

Sincerely,
Stonehenge Construction, LLC

Alejandro Duart, President

STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

Tab-3 - General Information

General Information

Name of Business:
Stonehenge Construction LLC.
13100 SW 128 Street
Miami Florida 33186
Office: 786-866-7776
Facsimile: 786-866-7777

Additional Contact Persons:
Alejandro Duart, President 786-271-1090
Manuel Quintana, Vice President 786-258-4137
Marcelo Hernandez, Project Manager 786-258-4137
Deborah Reyes – Office Accounting Admin 786-777-8026

Business Hours:
Monday – Friday 8am – 5pm

Business Location:
Miami Dade County Florida
Company Registered in Floridan as an LLC

Date of Incorporation:
August 2001

Location and Distance to Project:
SHC Main Office 13100 SW 128 Street to Project address - 26 Miles
Currently SHC has a staff of 24 employees

Parent or Subsidiary Company
Stonehenge Construction, LLC is NOT a parent or subsidiary of other groups or firms /agencies.

Business License
Stonehenge Construction, LLC is licensed to permitted /certified to do business in the State of Florida. **Documents provided in TAB 9 – Additional Forms.**

STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

Tab-4 Project Approach

PROJECT APPROACH

1.0.1 SCOPE OF WORK

A. This sequence of construction have been divided into phases and steps representing major work areas, all of this is to facilitate Stonehenge Construction, LLC (SHC) the execution of the project and minimize conflicts with operations and neighbors. The general sequence of construction shall be as described in this Section, also the City will have the right to amend it.

B. Coordinate sequence of construction with progress schedule to ensure timely performance of the work and project completion within the specified construction time.

C. It is the intent of SHC to construct this project with as little disturbance and annoyance to neighbors as possible.

D. SHC's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment shall be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves, and other noise producing components. Care will be taken to prevent oil spillage of any kind or oil dripping from equipment. SHC will use portable gasoline generators for the electric equipment as specified herein.

E. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the city engineer, he will have the right to order SHC to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City.

F. During construction SHC will, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to SHC for any costs incurred in complying with the provisions herein.

1.0.2 GENERAL

A. After SHC gets "Award Letter of Recommendation" will start securing shop drawings from subs and suppliers to reduce any times delays. Following receipt of "Notice to Proceed" with the work, SHC notifies the Engineer at least five (5) days before he is ready to start actual construction, to allow the City time to plan for inspection of the work.

B. SHC's PSM will layout the design baseline, vertical control points and reference points,

and establish proposed pipe location in accordance with Section 02314 "Excavation, Backfill and Fill for Structural Facility and Utility Systems", Construction Methods.

C. SHC's equipment must be in first class operating condition, including safety features, proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment.

D. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order SHC to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City.

E. During construction SHC shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to SHC for any costs incurred in complying with the provisions herein.

F. All items shall be performed by SHC with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by SHC as required for a completed Project.

G. Water in the trench shall be kept below the level of the pipe to prevent the entry of debris and contaminants into the pipe.

1. In instances where Section 02220 – Excavation, General, "Alternate Method of Construction" is approved by the Engineer and used for the Project: During construction, SHC shall install a temporary plug, or other means approved by the Engineer, on the open end of the pipe in order to prevent debris and trench water backwash from entering the pipe during trench excavation ahead of the installed pipe. The plug shall remain in place until the following length of pipe is ready to be installed. No additional compensation will be paid to SHC for any costs incurred in complying with the provisions herein.

H. No additional charges will be made for the cost of labor and materials required for the removal of nightcaps, plugs, bulkheads or external blocking and bracing of adjacent mains, for the supplying of water for cleaning and testing, nor for the interconnecting work to adjacent mains unless listed separately in the Quotation, and the cost of this work shall be included in other applicable items of work.

I. SHC acknowledge that, if the work of this project includes work in the public right of way, that work may be shut down by the roadway governing authority during the period from the beginning of the Thanksgiving holiday through the end of the New Year holiday or some portion(s) of that period. Unless otherwise specifically called out herein, or granted

by the Engineer in writing, no extension of Project time will be allowed due to such a shutdown. If any extension of time is allowed, it will be of a non- compensable nature. All costs of such a shutdown including any demobilization/re- mobilization costs shall be the sole responsibility of SHC and no extra compensation will be allowed. Upon ending of any such shutdown, SHC shall immediately resume construction operations unless otherwise ordered by the Engineer in writing.

J. SHC shall fully comply with any special working hours, and with all other requirements of the Permits, at no additional cost to the City. The working hours noted in permits, or the specifications are subject to change. In the event that changed working hours affect the work of SHC, SHC's sole remedy shall be a non- compensable time extension. Said extension to be full compensation for all direct and indirect costs, including but not limited to loss of efficiency, loss of opportunity, increased bond or insurance premiums, or home office or extended overhead, incurred by SHC as a result of such change, and no additional compensation shall be considered. Nightwork may be required as a part of the construction.

K. SHC shall take steps to provide accessibility for local traffic. The construction in this area shall proceed as quickly as possible and paving shall follow immediately to reduce inconvenience to residents in this area of the project.

L. SHC shall take pictures of the work site, in accordance with Section 01380 "Construction Photographs," prior to the start of any construction.

1.0.3 EXISTING WATER MAINS AND FORCE MAINS

A. The existing mains in the project area shall remain in service until the new mains are placed in service. Connections and disconnections together with cut, plug and abandonment work shall be coordinated through the City's Construction Manager. In all instances, the City's Construction Manager shall, beginning with the Preconstruction Meeting, coordinate with the Operations Division to pre-determine the notification lead times required for various operations.

1.0.4 SEQUENCE OF WORK

A. The general sequence of construction shall be as follows, but **a detailed sequence of construction shall be submitted by SHC and approved by the Engineer before any work is started**. The City reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize conflict with operations with no extra compensation.

B. CAPITALIZED ITEMS INDICATE WORK OR FUNCTIONS TO BE PERFORMED BY CITY FORCES. All other items shall be performed by SHC with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by SHC as required for a complete Project.

1. SHC's field verification of all information provided in the Plans and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.

2. SHC's operations involving plugging existing mains shall include:

   - Excavate existing main and verify its conditions including outside diameter, material and elevation.
   - Coordinate with the City for proper flow diversion.

3. Installation of fittings, bends, solid sleeves. However, they shall be constructed in sequence with the installation of the pipelines as the work progresses.

4. Installation of precast sanitary sewer manholes for the installation of the gravity sewer pipe.
5. Submit complete "Pre-Approved Product List(s)" and/or shop drawings package to the Engineer in accordance with Section 01340 "Shop Drawings, Product Data and Samples" Obtain all pipe, fittings and appurtenant items to begin the work.

6. Notify "Sunshine State One-Call of Florida Inc., 811," forty-eight (48) hours prior to any excavation. Locate all utilities along the route of the Project.

7. SHC's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipeline location in accordance with Section 02314 "Excavation, Backfill and Fill for Structural Facilities and Utility Systems - Construction Methods."

8. After items 6 and 7 are completed, SHC shall meet with the City Inspector at the Project site and perform a pre-construction walk-through along the entire route of the Project to identify potential problems or conflicts with the proposed pipeline location.

9. The general sequence of work shall be as follows:

1) Phase I – Mobilization

Step – 7 Initiate mobilization. SHC shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices on the project site. Obtain permits, develop and submit construction schedule and start shop drawing submittal. The contractor shall allow access to the other facilities within the project area, always including adjacent businesses and homes during construction.

Step – 8 Call for locations (Sunshine 811) and document all location marks in the field.

Step – 9 Contractor shall include the necessary provisions to safeguard the existing utilities noted within the project area. Furthermore, SHC shall be advised that the utilities shown on plans are based on the best available information and shall take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.

Step – 10 Contractor shall **immediately** open a dialog with all existing utilities in the project area. The contractor shall notify the Engineer of any utility relocation requirements and costs. Utility relocations shall be reimbursed under a dedicated allowance account. Failure to properly coordinate any required utility relocations may result in delays for which SHC may be liable for.

Step – 11 Verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 12 Upon approval of shop drawings, order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Gravity Main Installation

NOTE: Refer to Drawings, Sheets C-01, C-02

Step – 12 At 133rd Street, At STA. 11+75±:
Begin construction, install the precast sanitary sewer manhole #2, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 13 At 133rd Street, At STA. 13+99±:
Install the precast sanitary sewer manhole #3, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 14 At 133rd Street, At STA. 16+81±:
Install the precast sanitary sewer manhole #4, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 15 At 133rd Street, From STA. 13+99± to STA. 16+81±:
Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 16 At 133rd Street, At STA. 15+90.60±:
Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 17 At 133rd Street, At STA. 16+51.30±:
Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 18 At 133rd Street, At STA. 16+81.26±:
Install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade

Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 19 At 133rd Street, From STA. 11+75.6± to STA. 13+99±:
Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 20 At 133rd Street, From STA. 11+62.58± to STA. 11+75.6±:
Install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 21 At 133rd Street, At STA. 11+62.58±:
Begin construction, excavate existing Manhole #1, core and drill the manhole and connect the 8-inch PVC (C-900) gravity sewer extension, as per Miami-Dade Water and Sewer Department Standard Detail SS 6.2.

Step – 22 At 133rd Street,
After successful installation of the proposed gravity sewer system and authorization by the City; SHC shall excavate existing 8-inch force main, plug, grout and abandon in place, as indicated in the Plans.

3) Phase III – Final Sitework and Project Closeout

Step 1 – Repair roadway and curbing, access roadway within project site, asphalt areas as required.

Step 2 – Demobilization and related closeout activities shall be in accordance with section 01700 "Project Closeout".

Step 3 – Restore project site to pre-existing conditions, as applicable.

Step 4 – Complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, final inspection and cleanup.

D. SHC's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. SHC shall provide a temporary electric service for its electric equipment as specified herein below, and shall pay all costs thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order SHC to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City. During construction SHC shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to SHC for any costs incurred in complying with the provisions herein.

Note: This approach has been adapted from the project bid documents provided by the city

STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

Tab-5 - Experience and Qualification

STONEHENGE CONSTRUCTION

EDUARDO VILCHEZ, GC
Senior Construction Manager / Estimator – Civil Department

Mr. Vilchez has over thirty-nine years of experience in the Construction Management and General Contracting field.
His background includes extensive involvement in parks, water and sewer and aviation projects.
Mr. Vilchez' experience encompasses scheduling, accounting, estimating, contract negotiation, scheduling, and project management.

Stonehenge Construction, LLC (2011 to Present)
Stonehenge Construction is a State Certified General Contracting Firm established in 2001 in Miami-Dade County. Our team of engineers, architects and construction managers, and highly experienced supervisors work toward the common goal of completing projects on time and on budget without sacrificing quality coordination. SHC thrives on providing its clients with excellent construction management and building services in a thoroughly organized fashion.

Professional Training
- OSHA Training 30 hours
- Management Quality Workshop
- Finance Contractors Workshop
- Module for Supervision
- Soil Mechanic and Practical Engineering
- Work Inspection Engineering

Current Project Resume (2020 through 2024)

Pump Station 14 – City of Doral, FL – WASD.
Construction Budget: $1,841,286.39 million
Completed: May 2024.
Scope of work: Renovate and upgrade Sewage for the City of Doral, located at 8340 NW 54th street,
Doral Florida – 33166.

Force Main E – City of Coral Gables, FL.
Construction Budget: $519,665.00
Completed: October 2023
Scope of work: Furnishing, delivering, and installing material for the Force Main E Piping relocation, including cleaning and testing, restoration of area to preconstruction conditions.

Pump Station D – City of Coral Gables, FL.
Construction Budget: $1,086,254.48
Completed: May 2024
Scope of work: Furnish, delivering and installing material for the upgrade of Pump Station" D".

Proposed new 24-Inch Force Main / Proposed Relocation of Lift Station 500 / Proposed Relocation of Flow Meter - SR 25 Okeechobee Rd Improvements – Town of Medley, FL / Miami Dade
Construction Budget: $4,511,255.38.
Currently in progress



Years of Experience
39

Work History
Stonehenge Construction, LLC
2015 – Present Hecol, LLC / Aye Aye Construction, LLC
2005 – 2015
Cooper Contracting, Inc.
1999 – 2005
Sunset Construction Co., Inc.
1998 – 1999
S & C Construction Co., Inc.
1995 – 1998
Urban Organization, Inc.
1995
Maraven (Affiliated of Venezuela Oil Co.)
1978 – 1993

Education
Civil Engineer, 1978, Instituto Universitario de Tecnologica (Venezuela)

Registration
Certified General Contractor
Florida No. CGC1512986, 2007

Certified Underground Utility and Excavation Contractor
Florida No. CUC057130, 1999

NOTE: Employee has various projects completed, bid package only allows for one page resume.

STONEHENGE CONSTRUCTION

MARCELO HERNANDEZ

Project Manager – Civil Department

Mr. Hernandez has over twenty years of experience, as an Architect with a Construction Management Masters, and a Certificate in Business Fundamentals and Business Communications. Offering broad expertise in construction management with the General Contractors and the electrical trade. Mr. Hernandez has achieved completion through coordination of projects as a Construction Manager and Architect in the commercial, multi-family residential, and institutional/government markets. He demonstrates excellent communication and collaboration skills to achieve common goals and objectives for the benefit of the company and the client.



Years of Experience

25

Work History

Stonehenge Construction, LLC

2022 - Present

2018 – 2020

Reef Tropical/Pool

2020 - 2022

Meisner Electric, Inc.

2016 - 2018

Ion Electric, LLC

2014-2016

Fisk Electric Corp.

2010-2014

Odebrecht Construction

2009-2010

Education

MS in Construction Management, 2008 Florida International University

BS in Architecture, 1999 La Salle University

Stonehenge Construction, LLC (2011 to Present)
Stonehenge Construction is a State Certified General Contracting Firm established in 2001 in Miami-Dade County. Our team of engineers, architects and construction managers, and highly experienced supervisors work toward the common goal of completing projects on time and on budget without sacrificing quality coordination. SHC thrives on providing its clients with excellent construction management and building services in a thoroughly organized fashion.

Current Project Resume (2020 through 2024)

Pump Station 14 – City of Doral, FL – WASD.
Construction Budget: $1,841,286.39 million
Completed: May 2024.
Scope of work: Renovate and upgrade Sewage for the City of Doral, located at 8340 NW 54th street,
Doral Florida – 33166.

Force Main E – City of Coral Gables, FL.
Construction Budget: $519,665.00
Completed: October 2023
Scope of work: Furnishing, delivering, and installing material for the Force Main E Piping relocation, including cleaning and testing, restoration of area to preconstruction conditions.

Pump Station D – City of Coral Gables, FL.
Construction Budget: $1,086,254.48
Completed: May 2024
Scope of work: Furnish, delivering and installing material for the upgrade of Pump Station" D".

Proposed new 24-inch Force Main / Proposed Relocation of Lift Station 500 / Proposed Relocation of Flow Meter - SR 25 Okeechobee Rd Improvements – Town of Medley, FL / Miami Dade
Construction Budget: $4,511,255.38.
Currently in progress

NOTE: Employee has various projects completed, bid package only allows for one page resume.

STONEHENGE CONSTRUCTION

ANDRE C. HUE
Senior Superintendent - Civil Department

Mr. Hue has over thirty-three years of experience as Underground Utility Contractor and Heavy Equipment Operator projects. His background includes extensive involvement in parks, water and sewer and aviation projects. Mr. Hue' experience encompasses scheduling and project management.

Stonehenge Construction, LLC (2011 to Present)
Stonehenge Construction is a State Certified General Contracting Firm established in 2001 in Miami-Dade County. Our team of engineers, architects and construction managers, and highly experienced supervisors work toward the common goal of completing projects on time and on budget without sacrificing quality coordination. SHC thrives on providing its clients with excellent construction management and building services in a thoroughly organized fashion.

Professional Training
- OSHA Training 40 hours
- Confined Space Entry Trainer
- Playground Safety Inspector
- Railroad Crossing Training



Years of Experience
33

Work History
Stonehenge Construction, LLC
2017 – Present
Hecol, LLC / Aye Aye Construction, LLC
2005 – 2015
Cooper Contracting, Inc.
1999 – 2005
S & C Construction Co., Inc.
1995 – 1999

Education
B.S. Business Management, 1991,
York College of PA.

Current Project Resume (2020 through 2024)

Pump Station 14 – City of Doral, FL – WASD.
Construction Budget: $1,841,286.39 million
Completed: May 2024.
Scope of work: Renovate and upgrade Sewage for the City of Doral,
located at 8340 NW 54th street,
Doral Florida – 33166.

Force Main E – City of Coral Gables, FL.
Construction Budget: $519,665.00
Completed: October 2023
Scope of work: Furnishing, delivering, and installing material for the Force Main E Piping relocation, including cleaning and testing, restoration of area to preconstruction conditions.

Pump Station D – City of Coral Gables, FL.
Construction Budget: $1,086,254.48
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Scope of work: Furnish, delivering and installing material for the upgrade of Pump Station" D".

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Currently in progress

NOTE: Employee has various projects completed, bid package only allows for one page resume.

STONEHENGE CONSTRUCTION

Ryan D.H. Gadd
Project Engineer – Civil Department



Years of Experience
3

Work History
Stonehenge Construction, LLC
2022 – Present

Aye Aye Construction, LLC
2020, 2021

Coreland Construction
2022

Details Landscaping, LLC.
2009 - 2021

Education
B.S. Natural Sciences, 2013,
University of Pittsburgh.

12 years of professional experience in the landscape industry as the Vice President and manager of operations at Details Landscape, LLC
Extensive background as a landscape architect and horticulturalist holding state certifications as a pesticide applicator and Master Gardener.
4 years of construction and project mangement experience specializing in underground and civil construction projects for DOT, MDWASD, MDCPS, MDC Parks & Rec, municipalities, and private owners. Projects including drainage, roadways, water & sewer systems, pumping stations, aeriel and underwater canal crossings, zoo enclosures, and parks and recreation.
Kompan Commercial Playground Equipment certified installer.

Stonehenge Construction, LLC (2022 to Present)
Stonehenge Construction is a State Certified General Contracting Firm established in 2001 in Miami-Dade County. Our team of engineers, architects and construction managers, and highly experienced supervisors work toward the common goal of completing projects on time and on budget without sacrificing quality coordination. SHC thrives on providing its clients with excellent construction management and building services in a thoroughly organized fashion.

Certifications
OSHA Training 10 hours
KOMPAN Certified Installer
Certified Applicator
Penn State Master Gardener

Current Project Resume (2020 through 2024)

MDWASD - Pump Station (PS) 0014
Project Owner: Miami-Dade Water and Sewer Department (MDWASD)
Project GC: Stonehenge Construction, LLC
Construction Contract Amount: $1,841,286.39

MDWASD - Pump Station (PS) D Upgrade
Project Owner: City of Coral Gables
Project GC: Stonehenge Construction, LLC
Construction Contract Amount: $1,086,254.48

SR 25 Okeechobee Rd Improvements - Proposed Relocation of Lift Station 500 / Proposed 24" D.I. Force Main /Proposed Relocation of Flow Meter (Currently in progress).
Project Owner: FDOT / Town of Medley
Project GC: Prince Contracting
Construction Contract Amount: $4,511,255.38

NOTE: Employee has various projects completed, bid package only allows for one page resume.

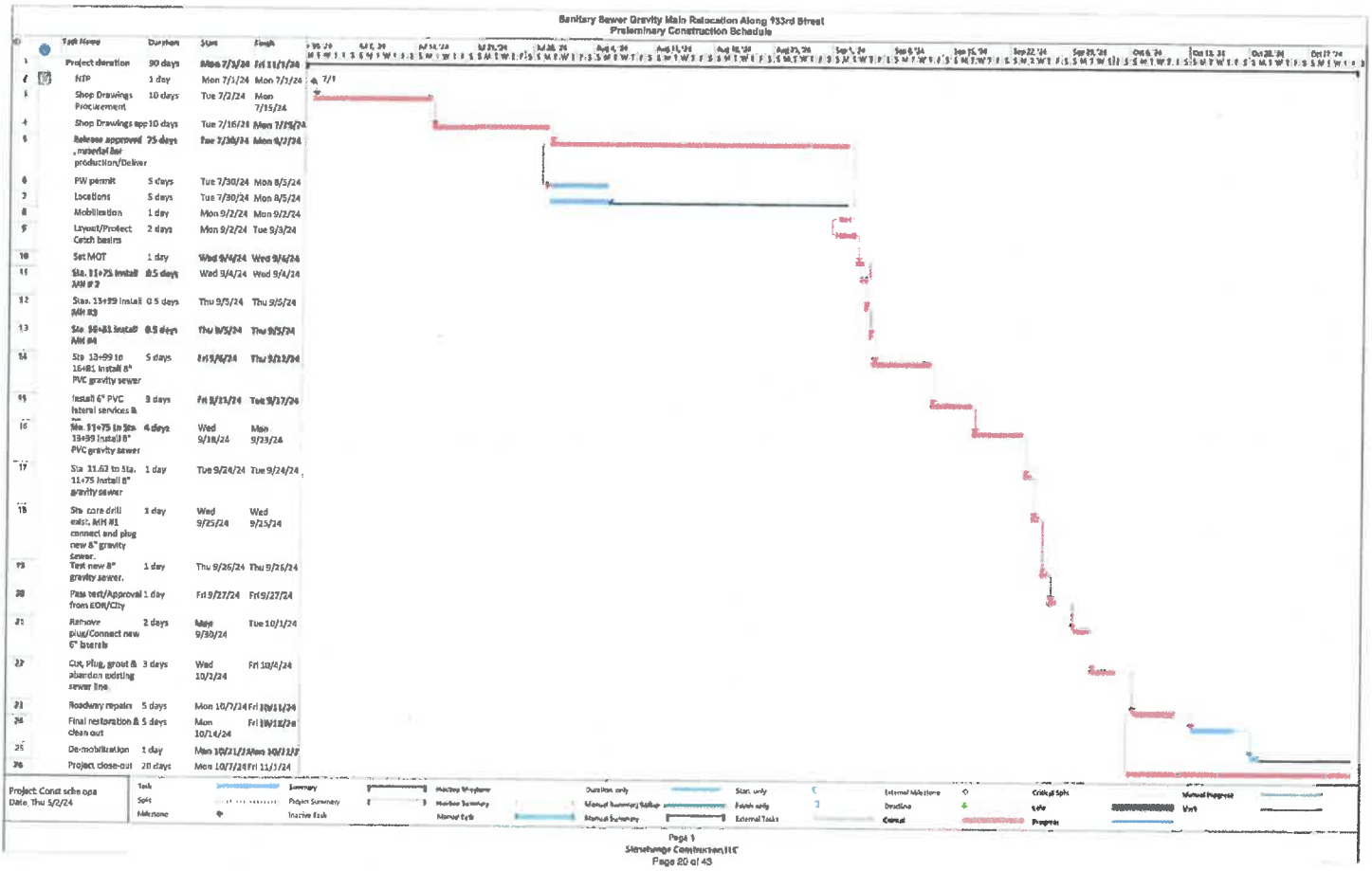
STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

Tab-6 - Schedule


Sanitary Sewer Gravity Main Relocation Along 133rd Street
Preliminary Construction Schedule
Task Name
Duration
Start
Finish
Project duration 90 days Mon 7/1/24 Fri 11/1/24
NTP 1 day Mon 7/1/24 Mon 7/1/24
Shop Drawings Procurement 10 days Tue 7/2/24 Mon 7/15/24
Shop Drawings app 10 days Tue 7/16/24 Mon 7/29/24
Release approved , materials for production/Deliver 75 days Tue 7/30/24 Mon 11/11/24
PW permit 5 days Tue 7/30/24 Mon 8/5/24
Locations 5 days Tue 7/30/24 Mon 8/5/24
Mobilization 1 day Mon 9/2/24 Mon 9/2/24
Layout/Protect Catch basins 2 days Mon 9/2/24 Tue 9/3/24
Set MOT 1 day Wed 9/4/24 Wed 9/4/24
Sta. 11+75 Install MH # 2 0.5 days Wed 9/4/24 Wed 9/4/24
Sta. 13+99 Install MH #3 0.5 days Thu 9/5/24 Thu 9/5/24
Sta. 16+83 Install MH #4 0.5 days Thu 9/5/24 Thu 9/5/24
Sta 13+99 to 16+81 Install 8" PVC gravity sewer 5 days Fri 9/6/24 Thu 9/12/24
Install 6" PVC lateral services & ... 3 days Fri 9/13/24 Tue 9/17/24
Sta. 11+75 to Sta 13+99 Install 8" PVC gravity sewer 4 days Wed 9/18/24 Mon 9/23/24
Sta 11.62 to Sta. 11+75 Install 8" gravity sewer 1 day Tue 9/24/24 Tue 9/24/24
Sta core drill exist. MH #1 connect and plug new 8" gravity sewer. 1 day Wed 9/25/24 Wed 9/25/24
Test new 8" gravity sewer. 1 day Thu 9/26/24 Thu 9/26/24
Pass test/Approval from EOR/City 1 day Fri 9/27/24 Fri 9/27/24
Remove plug/Connect new 6" laterals 2 days Wed 9/30/24 Tue 10/1/24
Cut, Plug, grout & abandon existing sewer line 3 days Wed 10/2/24 Fri 10/4/24
Roadway repairs 5 days Mon 10/7/24 Fri 10/11/24
Final restoration & clean out 5 days Mon 10/14/24 Fri 10/18/24
De-mobilization 1 day Mon 10/21/24 Mon 10/21/24
Project close-out 20 days Mon 10/7/24 Fri 11/1/24
Project: Const sche opa
Date: Thu 5/2/24
Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration only
Manual Summary Rollup
Manual Summary
Start only
Finish only
External Tasks
External Milestone
Deadline
Critical Split
Critical
Progress
Manual Progress
Page 1
Stonehenge Construction, LLC
Page 20 of 43

STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

Tab-7 - Pricing of Services

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

Item No.	Estimated Quantity	Description	Total
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of Thirty one thousand six hundred fifty one Dollars and 00 Cents	$ 31,651.00
2.	525 LF	For selling and delivering to the City 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of Twenty nine Dollars and 00 Cents	$ 15,225.00
3.	525 LF	For installing 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of Seventy four Dollars and 00 Cents	$ 38,850.00

Item No.	Estimated Quantity	Description	Total
4.	55 LF	For selling and delivering to the City 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of one hundred five Dollars and 00 Cents	$ 5,775.00
5.	55 LF	For installing 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of one hundred five Dollars and 00 Cents	$ 5,775.00
6.	3 Units	For selling and delivering to the City precast manholes, including rims and covers, for the installation of the 8" gravity sewer, the unit price of Six thousand three hundred sixty one Dollars and 00 Cents	$ 19,083.00
7.	3 Units	For installing precast manholes, including rims and covers, according to plans for gravity sewers as per drawings, the unit price of Three thousand two hundred ninety one Dollars and 00 Cents	$ 9,873.00
8.	Lump Sum	For making a connection of 8" gravity sewer to an existing sewer manhole at: NW 133rd Street (STA 11+62.58±) including core and drill, as shown on the Plans, complete, the price per lump sum of six thousand three hundred sixty five Dollars and 00 Cents	$ 6,365.00

Item No.	Estimated Quantity	Description	Total
9.	3 Units	For selling and delivering to the City 6" sanitary sewer cleanout assemblies, including rims and covers, the unit price of One thousand seven hundred sixty two Dollars and 00 Cents	$ 5,286.00
10.	3 Units	For installing 6" sanitary sewer cleanout assemblies as per drawings, the unit price of Nine hundred sixty nine Dollars and 00 Cents	$ 2,907.00
11.	Lump Sum	For plugging and grouting the existing sanitary sewer pipe, the lump sum price of Twelve thousand two Dollars and 00 Cents.	$ 12,002.00
12.	290 CY	For the excavating of existing backfill material at the project site location, the price per cubic yard of Twelve Dollars and 00 Cents.	$ 3,480.00
13.	65 CY (Contingent Item)	For furnishing and placing suitable Backfill required for gravity sewer placement, the price per cubic yard of eighty Dollars and 00 Cents.	$ 5,200.00

Item No.	Estimated Quantity	Description	Total
14.	350 SY (Contingent Item)	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of Ten Dollars and 00 Cents.	$ 3,500.00
15.	350 SY	For furnishing and installing limerock base for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of Forty one Dollars and 00 Cents.	$ 14,350.00
16.	350 SY	For constructing for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of Forty one Dollars and 00 Cents.	$ 14,350.00
17.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of Three thousand eight hundred seventy three Dollars and 00 Cents.	$ 3,873.00

Item No.	Estimated Quantity	Description	Total
18.	410 SY (Contingent Item)	For restoring sodded area, the price per square yard of Seventeen Dollars and 00 Cents.	$ 6,970.00
19.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of Four thousand nine hundred ninety seven Dollars and 00 Cents.	$ 4,997.00
20.	1590 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of One Dollars and 00 Cents.	$ 1,590.00
21.	290 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of Fourteen Dollars and 00 Cents.	$ 4,060.00
22.	**Sub-Total – Bid Items 1 through 21**	$ 215,162.00	

Item No.	Estimated Quantity	Description	Total
23.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of Fourteen thousand fifty Dollars and 00 Cents.	$ 14,050.00
24.		For all cost of required permit fees, impact fees, if required by the Engineer, the sum of 5% of the Subtotal, Item 22 (0.05) x (Subtotal, Item 22)Ten thousand seven hundred fifty eight Dollars and 10 Cents.	$ 10,758.10
25.		For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 22 (.10) x (Subtotal, Item 22) Twenty one thousand five hundred sixteen Dollars and 20 Cents.	$ 21,516.20
26.	**TOTAL BID – (Sum of Bid Item Nos. 22, 23, 24 and 25)**	$ 261,486.30	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 23): $ 261,486.30
(FIGURES)

Two hundred sixty thousand four hundred eighty six Dollars and

30 Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

Alejandro Duart
FIRM NAME (PRINT)

PSD, SHC
BIDDER'S SIGNATURE

STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

Tab-8 - References

SHC
STONEHENGE CONSTRUCTION, LLC
13100 SW 128TH ST | MIAMI, FL 33186 • WWW.SHC-US.COM • INFO@SHC-US.COM
PHONE 786.866.7776 • FAX 786.866.7777 • LIC # CGC 1504064 | LIC # E 1500528

References

Reference #1
Reference Name: Jose Olivo, PE
Reference Company: City of Coral Gables
Reference Phone Number: 305-460-5000
Reference Email Address: jolivo@coralgables.com
Reference Job Name: Pump Station D and E
Services Performed: Sewer – Pump and Lift Station

Reference #2
Reference Name: Chris Demoya
Reference Company: Demoya Group
Reference Phone Number: 305-297-1554
Reference Email Address: chris.demoya@demoya.com
Reference Job Name: Vineyards
Services Performed: Sewer –Gravity Sewer, Drainage and Water System Connection

Reference #3
Reference Name: James Post
Reference Company: Florida Department of Environmental Protection
Reference Phone Number: 305-717-8029
Reference Email Address: james.post@dep.state.fl.us
Reference Job Name: Long Key State Park
Services Performed: Watermain, electrical and water service campsites. Asphalt road leading to RV site, including earthwork restoration. Additionally, the procurement and installation of prefabricated park bathroom. Inclusive of precast piles, foundation, and service connections.

STONEHENGE CONSTRUCTION, LLC

13100 SW 128TH STREET
MIAMI, FL 33186

RFP for
Sanitary Sewer Gravity Main Relocation Along 133rd Street

CITY OF OPA-LOCKA
RFP NO: 24-0507200

Tab-9 - Additional Forms

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: Stonehenge Construction, LLC

   Address: 13100 SW 128th St

   City, State, Zip: Miami FL 33186 Phone/Fax: 786-866-7776/786-866-7777

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

3. If Corporation, state:
   Date of Incorporation: 2001 State in which Incorporated: Florida

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

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

Alejandro Duart, President	08/2001
Manuel Quintana V.President	08/2014

6. The length of time in business: 23 years

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

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 Alejandro Duart, PSD, SHC

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 Alejandro Duart (Name) the President (Title/Position) of Stonehenge Construction, LLC (Company)

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

05/07/24
Date

Signature

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Alejandro Duart being first duly sworn, deposes and says that:

(1) He/She/They is/are the President (Owner, Partner, Officer, Representative or Agent) of Stonehenge Construction, LLC the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Alejandro Duart, President
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title: Alejandro Duart, President

Sworn and subscribed before this

7th day of May, 2024

Deborah J. Reyes-Valles
Notary Public, State of Florida

Deborah J. Reyes-Valles
(Printed Name)

My commission expires: 4/18/2026

DEBORAH J. REYES-VALLES
Notary Public
State of Florida
Comm# HH254458
Expires 4/18/2026

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.

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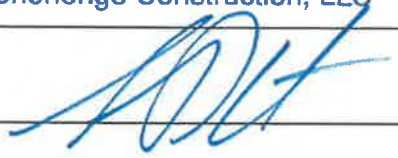
Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization 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: Stonehenge Construction, LLC

Authorized Signature: 

Print Name: Alejandro Duart

Title: President

Date: 05/07/2024

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Stonehenge Construction, LLC
13100 SW 128th Street
Miami, FL 33186

SURETY:
(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices
Same As Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

RFP No. 24-0507200, Sanitary Sewer Gravity Main Relocation Along 133rd Street

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th **day of** May, 2024.

Deborah J. Reyes-Valles
(Witness)

Stonehenge Construction, LLC
(Principal) *(Seal)*

By: PRESIDENT, SMC
(Title)

STONEHENGE CONSTRUCTION LLC LIMITED LIABILITY COMPANY FLORIDA 2007 SEAL

Haley Blythe
(Witness) Haley Blythe

United States Fire Insurance Company
(Surety) *(Seal)*

By:
(Title) Charles J. Nielson, Attorney-in-Fact
Surety Phone No. 973-490-6600

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50128633
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7th day of May 2024

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUART, ALEJANDRO JAVIER

STONEHENGE CONSTRUCTION, LLC
13100 SW 128 ST
FL
MIAMI FL 33186

LICENSE NUMBER: CGC1504064

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that STONEHENGE CONSTRUCTION, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 26, 2014, effective August 9, 2001.

The document number of this limited liability company is L14000052981.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of February, 2024



Secretary of State

Tracking Number: 9376321313CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

4681756

RECEIPT NO.
RENEWAL
4888344

EXPIRES
SEPTEMBER 30, 2024

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

BUSINESS NAME/LOCATION
STONEHENGE CONSTRUCTION LLC
13100 SW 128TH ST
MIAMI, FL 33186-5859

OWNER
STONEHENGE CONSTRUCTION LLC
C/O ALEJANDRO JAVIER DUART

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

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 07/07/2023
INT-23-393592

QUALIFIER
Worker(s) 1 CGC1504064

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

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

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

MIAMI-DADE COUNTY

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: The Stout Group, LLC

   Address: 10850 NW 138th St. Bay No. 3

   City, State, Zip: Hialeah Gardens, FL 33018 Phone/Fax: (786) 452-1481 / (305) 397-2311

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

3. If Corporation, state:
   Date of Incorporation: 05/18/2012 State in which Incorporated: Florida

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

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

Yvette Zuluaga/Member	5/18/2012
Jose M. Sanchez III/Manager	5/18/2012

6. The length of time in business: 12 Years years

7. The length of time (continuous) in business as a service organization in Florida:
   12 Years 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.*

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 Jose M. Sanchez III

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: Manager

Sworn and subscribed before this

6 day of May, 2021

_____
Notary Public, State of Florida

YVETTE ZJLUAGA
Notary Public - State of Florida
Commission # HH 205674
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

Yvette Zuluaga
(Printed Name)

My commission expires: Jan. 7, 2026

E-VERIFY

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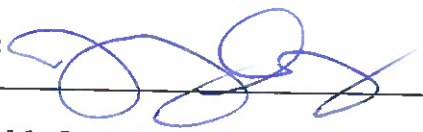
Company Name: The Stout Group, LLC

Authorized Signature: 

Print Name: Jose M. Sanchez III

Title: Manager

Date: May 6, 2024

JOSE M. SANCHEZ III, P.E.

Jose M Sanchez III, better known as Joey, since young age started working at his father's company Horizon Contractors, Inc. His hard work has allowed him to promote his way up from the unofficial ranks of unskilled laborer, skilled laborer, heavy equipment operator, surveyor's rod man, surveyor party chief, foreman and superintendent. He has performed every field job within the Engineering Contracting genre.

From 2000 to 2012, he worked his way up from the official positions of Assistant Project Manager, Project Manager, Project Engineer and Vice President. During this time, not only did he move up the ranks within his father's company, but he also completed his curriculum in FIU and graduated with a Bachelor of Science in Civil Engineering (2003).

Once Joey received his degree from FIU, he did not stop there. He then obtained the following licensures:

- Florida Professional Engineering License (PE)
- Florida Certified General Contractor License (CGC)
- Florida Certified Underground Contractors License (CUC)
- Florida Certified Home Inspector License
- Miami Dade County Engineering Contractors License
- Broward County Engineering Contractors License.

Along with these licensures, Joey has obtained many State Contracting Certifications allowing him to perform various specialized scopes within state projects.

In the Spring of 2012, The Stout Group was created. Joey has been the Managing Member/ Chief Estimator/Sr. Project Manager. Joey has a vast knowledge of all aspects of underground and highway projects.

EXPERTISE

Over 25 years of experience in the following types of projects:

- Water/Sewer Installation
- Watermain Installation
- Force Main/ Pump Stations
- Highway Construction
- Street Lighting Construction
- Drainage Installation
- Bridge Deck and Pilling Install
- Structural Work
- Asphalt and Concrete Paving
- Signalization Construction

Joey has worked on many of projects from beginning to end.
Please see attached a list of other sample projects relative to this bid.

FAX (305 397-2311 ▪ JSANCHEZ@THESTOUTGROUP.COM
19290 NW 87 PLACE ▪ MIAMI, FL 33018 ▪ PHONE (305) 216-8406

REFERENCE QUESTIONNAIRE

Reference for Contractor: The Stout Group, LLC
Agency Giving Reference: Calvin Giordano & Associates
Person Giving Reference: Bernnon Artola
Telephone: 786-367-4674
E-Mail: BArtola@cgasolutions.com
Name of Project Completed by Contractor: FDOT - T6450 - Campbell Drive
What was the Dollar value of the Project: $ 1,874,496.45
What was the Completion Date of the Project: 3/2021
Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	Rating				
Question	**Excellent**	**Good**	**Fair**	**Poor**	**Unacceptable**
Did the contractor complete the project on time, in accordance with specifications?	X				
Did the contractor submit excessive change orders? If yes, how many? _____		**YES**		**NO** (circled)	
How would you rate the firm's responsiveness on administrative and service issues?	X				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	X				
Was this awarded under a competitive process? The Contract was awarded by FDOT as an A+B (Cost plus time bid process).		Yes			
How would you rate the contractor's project management, including management of sub contractors?	X				
Would you use the contractor again?		**YES** (circled)		**NO**	
Overall, what would you rate their performance?	X				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name:_____ Title: Project Administrator

Print Name: Bernnon Artola Date: 3/16/21

Additional Comments: The Contract was awareded based on combination of Cost (lowest bid) and Time (calendar days) required to complete the project. The Contractor was both the lowest bid and least time impact to the public. They actively pursued the work and completed the Contract under Time and under budget.

FAILURE TO RETURN THREE (3) REFERENCES
WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Forms 00300-78

REFERENCE QUESTIONNAIRE

Reference for Contractor: The Stout Group, LLC
Agency Giving Reference: Horizon Contractors, Inc.
Person Giving Reference: Xavier Salvat
Telephone: 305-828-2050
E-Mail: xs@hcimail.net
Name of Project Completed by Contractor: Miami International Airport - Taxiway Improvements
What was the Dollar value of the Project: $ 703,898.00
What was the Completion Date of the Project: 12/31/20
Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	Rating				
Question	**Excellent**	**Good**	**Fair**	**Poor**	**Unacceptable**
Did the contractor complete the project on time, in accordance with specifications?	X				
Did the contractor submit excessive change orders? If yes, how many? _____		**YES**		**NO** (circled)	
How would you rate the firm's responsiveness on administrative and service issues?		X			
How would you rate the quality and experience of the firm's project manager and on-site personnel?	X				
Was this awarded under a competitive process?	YES				
How would you rate the contractor's project management, including management of sub contractors?	X				
Would you use the contractor again?		**YES** (circled)		**NO**	
Overall, what would you rate their performance?	X				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name:_____ Title: Project Manager

Print Name: Xavier Salvat Date: 3/16/21

Additional Comments: _____
_____
_____

FAILURE TO RETURN THREE (3) REFERENCES
WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Forms 00300-78

REFERENCE QUESTIONNAIRE

Reference for Contractor: The Stout Group, LLC
Agency Giving Reference: P&T Construction
Person Giving Reference: Mark Rodberg
Telephone: 561-573-1017
E-Mail: mark.rodberg@gmail.com
Name of Project Completed by Contractor: FDOT Somerset Academy Parkland
What was the Dollar value of the Project: $ 1,251,000.00
What was the Completion Date of the Project: 12/20
Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating: Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	✓				
Did the contractor submit excessive change orders? If yes, how many? _____	YES			NO (circled)	
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?	YES				
How would you rate the contractor's project management, including management of sub contractors?	✓				
Would you use the contractor again?	YES (circled)			NO	
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Mark Rodberg Title: CEO

Print Name: Mark Rodberg Date: 3/16/21

Additional Comments: _____

FAILURE TO RETURN THREE (3) REFERENCES
WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Forms 00300-78

THE STOUT GROUP, LLC.

Experience

To Whom It May Concern,

Please find below completed projects within the last three (3) years, in which The Stout Group, LLC with Jose Maria Sanchez III (Joey)) as the Project Manager, provided Florida cities, countiesor other Florida governmental agencies similar services.

A. COMPLETED PROJECTS

1. Florida Department of Transportation – T6524 - SR 969/Milam Dairy Rd./NW 72 Ave.
   a. Owner Name: Florida Department of Transportation
      Contact Person: Francisco Lledo – Construction Project Manager
      Phone Number: 305-619-7144
      Email Address: Francisco.lledo@dot.state.fl.us
   b. Narrative:

   c. Contract amount: $711,881.95
   d. Completion Date: 6/15/2022

2. Miami Dade County – 422003-17-003 – Rickenbacker Causeway, Green Bike Lanes Segment A – Phase I
   a. Owner Name: Miami Dade County
      Contact Person: Lin Li P.E
      Phone Number: 786-268-5283
      Email Address: lin.li@miamidade.gov
   b. Narrative:
      On the aforementioned project, The Stout Group, LLC performed various scopes within the project limits. The scopes performed were modification of bike lanes with green coating painted bike lanes, milling and resurfacing, pavement, thermoplastic, pavement markings and reflective markers.
   c. Contract Amount: $2,138,892.50
   d. Completion Date: 10/29/2021

3. City of Miami Gardens – ITB # 18-19-011 – 203rd Street Outfall Modification
    a. Owner Name: City of Miami Gardens
    Contact Person: Leslie Pettit P.E
    Phone Number: 954-325-8487
    Email Address: lpettit@miamigardens-fl.gov
    b. Narrative:
    On the aforementioned project, The Stout Group, LLC performed various scopes within the project limits. The scopes performed were installation of new pipes and structures, replacement and installation of draining ditches, excavation and backfill restoration to level grade.
    c. Contract Amount: $486,918.15
    d. Completion Date: 08/31/2021

4. Miami Dade County – Miami Dade WASD Central District WWTP
    a. Owner Name: Miami Dade County. Dynalectric Company
    Contact Person: Ron Taylor
    Project Address:
    b. Narrative:
    The Stout Group, LLC performed various scopes within the project limits. The scopes performed were installed precast structures of different sizes, performed multiple duct bank of different measurements, excavation, restoration.
    c. Contract amount: $244,929.00.
    d. Completion Date: 06/05/2021

5. City of Hollywood – Project No 19-11044 – City-Wide Miscellaneous Drainage Improvements
    a. Owner Name: City of Hollywood – Public Utilities
    Contact Person: Raul Wainer – Project Manager
    Phone Number: 954-921-3930
    Email Address: rwainer@hollywoodfl.org
    b. Narrative:
    On the aforementioned project, The Stout Group, LLC is performing various scopes within the project limits of City of Hollywood. The scopes included Drainage, roadway restoration, concrete curb and gutter, concrete sidewalks, landscaping, regrade swale, milling and resurfacing.
    c. Contract Amount: $730,737.00
    d. Completion Date: 05/03/2021

6. Florida Department of Transportation – T4534 – Rock Island Rd
    a. Owner Name: Florida Department of Transportation
    Contact Person: Alejandro Pina – S.E.T. Project Administrator
    Phone Number: 954-958-7629
    Email Address: alejandro.pina@dot.state.fl.us
    b. Narrative:
    On the aforementioned project, The Stout Group, LLC is performing various scopes within the project limits of Rock Island Rd. The scopes included roadway widening, concrete curb and gutter, concrete sidewalks, landscaping, milling, and resurfacing, and striping.
    c. Contract Amount: $1,247,199.00
    d. Completion Date: 03/19/2021

7. Florida Department of Transportation – T6450 – Campbell Dr – Horizon Contractors, Inc.
    a. Owner Name: Florida Department of Transportation
    Contact Person: Bernon Artola – Project Administrator
    Phone Number: 786-367-4674
    Email Address: bartola@cgasolutions.com
    b. Narrative:
    On the aforementioned project, The Stout Group, LLC performed various scopes within the project limits of Campbell Drive. The scopes self-performed included the removal and replacement of a live lift station, removal and replacement of a live sanitary sewer and the installation of drainage.
    c. Contract Amount: $16,300,000.00
    d. Completion Date: 03/23/2021

8. Florida Department of Transportation – T4509 – Hollywood Blvd
    a. Owner Name: Florida department of Transportation
    Contact Person: Mackendy Philippi – Construction Project Administrator II
    Phone Number: 954-958-7693
    Email Address: mackendy.philippi@dot.state.fl.us
    b. Narrative:
    On the aforementioned project, The Stout Group, LLC self-performed various scopes of work including drainage and water main installation along the project corridor, roadway restoration, concrete curb and gutter, concrete sidewalks, regrade swale, milling and resurfacing and striping.
    c. Contract Amount: $3,049,774.59
    d. Completion Date: 12/03/2020

9. Florida Department of Transportation – T6401 – Biscayne Blvd Roadway Improvements
    a. Owner Name: Florida Department of Transportation
    Contact Person: Jonathan Fundora – Construction Senior Project Manager
    Phone Number: 305-962-3653
    Email Address: jonathan.fundora@dot.state.fl.us
    b. Narrative:
    On the aforementioned project, The Stout Group, LLC performed various scopes within the project limits of Biscayne Blvd. The scopes self-performed included were major drainage upgrades along the project corridor, water main upgrades, and sewer main upgrades. The sewer main upgrades included bypassing sewer mains. Full reconstruction of the roadway, concrete curb and gutter, concrete sidewalks, paver sidewalks, lighting upgrades, full intersection signalization installation, pedestrian signalization upgrades, milling and resurfacing, striping, and guardrail installation.
    c. Contract Amount: $5,700,000.00
    d. Completion Date: 05/03/2019

THE STOUT GROUP, LLC.

ONGOING Contracts

To Whom It May Concern:

Please find below (5) contracts in which The Stout Group, LLC is working:

1. Florida Department of Transportation – T4563 - SW 40TH AVE - FROM STIRLING RD TO GRIFFIN RD – Castillo Engineering, Inc.
   Contact Person: Andres Diaz – Project Administrator
   Telephone Number: 786-877-8572
   Email Address: adiaz@castilloeng.com
   Contract amount: $3,377,160.33
   Completion Date: Ongoing Project

2. Florida Department of Transportation – E6L97 – District-Wide Drainage Push Button Contract
   Contact Person: Lazaro Mesa
   Telephone Number: 305-401-1438
   Email Address: Lazaro.mesa@dot.state.us
   Contract amount: $1,000,000.00
   Completion Ongoing Project

3. City of Sunny Isles Beach – 2022-7741 – Utility Undergrounding for Golden Shores
   Contact Person: Paul Abott
   Telephone Number: 305-773-6255
   Email Address: ptgbhtl@aol.com
   Contract amount: $5,858,477.87
   Completion Ongoing Project

4. City of Miami Beach – 2021-12-ME – Rehabilitation of 20-inch North and South Water Mains Along the MacArthur Causeway Bridge
   Contact Person: Matthew LePera
   Telephone Number: 305-673-7000
   Email Address: matthewlepera@miamibeachfl.gov
   Contract amount: $4,968,953.00
   Completion Ongoing Project

5. Florida Department of Transportation – E4V27 – Sheet Pile Wall on A1A
   Contact Person: Rashmi Potdar
   Telephone Number: 954-850-0856
   Email Address: rpotdar@cegroupfl.com
   Contract amount: $2,398,227.38
   Completion Ongoing Project

Sample Projects
(Completed)

Project Number: 001

Project Name:	I-595 to Turnpike Northbound Ramp – T7 Ramp
Owner:	Florida Department of Transportation
Contractor:	Maytin Engineering Corp.
Contact:	Roly Maytin, PE
Address:	13900 NW 112th Ave Hialeah Gardens, FL 33018
Phone:	305-827-4545
Fax:	305-827-4547
Completed:	March 2014
Contract Amount:	$495,000

Contract Scope:

- Excavation 3500 CY
- Embankment 18,000 CY
- Limerock (Finish Grade) 12,000 SY
- Solid Pipe (Various Diameters) 750 LF
- Drainage Structure 10 EA
- Asphalt
  - Traffic Level D (PG 76-22) 420 TN
  - FC-9.5 80 TN

Project Number: 002

Project Name:	Phase VI – Storm Water Improvements
Owner:	Village of El Portal
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave – Suite 2 Hialeah, FL 33018
Phone:	305-828-2050
Fax:	305-820-0905
Completed:	April 2014
Contract Amount:	$35,000

Contract Scope:

- Solid Pipe (Various Diameters) 190 LF
- Drainage Structure 2 EA
- Asphalt
  - Traffic Level C 40 TN

Project Number: 003

Project Name:	T6207 - SR-5 – Overseas Highway (MM 93 – 97)
Owner:	Village of El Portal
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave – Suite 2 Hialeah, FL 33018
Phone:	305-828-2050
Fax:	305-820-0905
Completed:	May 2014
Contract Amount:	$29,000

Contract Scope:

- Finish Grade 17,695 SY

Project Number: 004

Project Name:	E6H34 - SR-5 – Overseas Highway (MM 85 – 84)
Owner:	Florida Department of Transportation
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave – Suite 2 Hialeah, FL 33018
Phone:	305-828-2050
Fax:	305-820-0905
Completed:	March 2015
Contract Amount:	$650,000

Contract Scope:

- Solid Pipe (Various Diameters) 1900 LF
- French Drain 24” 680 LF
- Drainage Structures 18 EA

Project Number: 005

Project Name:	The Bond – Duct Bank
Owner:	1080 Brickell Development
Contractor:	ION Electric, LLC
Contact:	Jack Higgins
Address:	2001 N. Andrews Avenue Pompano Beach, FL 33069
Phone:	954-434-7432
Fax:	954-857-6687
Completed:	August 2014
Contract Amount:	$20,000

Contract Scope:

- 6” 15 Way Primary Duct Bank 120 LF

Project Number: 006

Project Name:	T6314 – Marathon Key - SR-5 – Overseas Highway (MM 47 – 48)
Owner:	Florida Department of Transportation
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave – Suite 2 Hialeah, FL 33018
Phone:	305-828-2050
Fax:	305-820-0905
Completed:	February 2015
Contract Amount:	$377,000

Contract Scope:

- Excavation 839 CY
- Embankment 2,946 CY
- Limerock (Finish Grade) 6,749 SY
- Rip Rap 150 CY
- Grading 13,786 SY

Project Number: 007

Project Name:	E6I00 - SE 26th Rd
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	March 2015
Contract Amount:	$95,480

Contract Scope:

- Sidewalk 159 SY
- Asphalt
  - Traffic Level C – 12.5 42 TN
  - FC-9.5 (PG76-22) (ARB) 30 TN

Project Number: 008

Project Name:	T6333 – NW 74th Street and 72nd Ave Intersection
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE

Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311

Completed:	April 2015
Contract Amount:	$154,744

Contract Scope:

- Sidewalk 80 SY
- Curb and Gutter 123 LF
- Asphalt
  - FC-9.5 (PG76-22) (ARB) 153 TN

Project Number: 009

Project Name:	PAMM Footing Installation
Owner:	Perez Art Museum Miami (PAMM)
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	January 2015
Contract Amount:	$29,200

Contract Scope:

- Class I – Structural Concrete 50 CY

Project Number: 010

Project Name:	Building 6 – Asphalt Improvements
Owner:	Broward Community College
Contractor:	Thornton Construction Company
Contact:	Frank Gunn
Address:	4300 Biscayne Blvd #207 Miami, FL 33137
Phone:	305-649-1995
Fax:	305-649-1295
Completed:	January 2015
Contract Amount:	$237,750

Contract Scope:

- Asphalt
  - Traffic Level C – 9.6 60 TN

Project Number: 012

Project Name:	T4386 – SRA1A / Ocean Drive
Owner:	Florida Department of Transportation
Contractor:	ION Electric
Contact:	Jack Higgins
Address:	2001 N. Andrews Avenue Pompano Beach, FL 33069
Phone:	954-434-7432
Fax:	954-857-6687
Completed:	July 2015
Contract Amount:	$51,200

Contract Scope:

- Structural Concrete (Pile Caps) 40 CY

Project Number: 013

Project Name:	E6J26 – R0 – Districtwide Asphalt Maintenance
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	December 2015
Contract Amount:	$250,000

Contract Scope:

- Asphalt
  - FC-12.5 (PG76-22) 625 TN

Project Number: 014

Project Name:	Saxony Beach Walk
Owner:	The Saxony Development
Contractor:	ValleyCrest Landscape Development
Contact:	Ariel Caballero
Address:	4155 East Mowry Drive Homestead, FL 33033
Phone:	305-258-8011
Fax:	305-258-0809
Completed:	August 2015
Contract Amount:	$295,000

Contract Scope:

- Demolition 1 LS
- Limerock (Finish Grade) 2,722 SY

Project Number: 015

Project Name:	T6393 – Krome Ave (450+00 – 499+00)
Owner:	Florida Department of Transportation
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave Hialeah, FL 33018
Phone:	305-345-7816
Fax:	305-820-0905
Completed:	Scheduled for December 2016
Contract Amount:	$2,655,311

Contract Scope:

▪ Clearing and Grubbing	1	LS
▪ Regular Excavation	3,805	CY
▪ Subsoil Excavation	52,475	CY
▪ Embankment	133,077	CY
▪ Prepared Soil Layer	60,978	SY
▪ Optional Base, Base Group 02	7,622	SY
▪ Optional Base, Base Group 10	26,133	SY

Project Number: 016

Project Name:	Opalocka Airport Interior Service Road
Owner:	Miami Dade Airport Department
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave Hialeah, FL 33018
Phone:	305-345-7816
Fax:	305-820-0905
Completed:	January 2016
Contract Amount:	$960,555

Contract Scope:

▪ Clearing and Grubbing	17	ACRE
▪ Demolition of Bituminous Pavement	1,600	SY
▪ On-Site Excavation	30,500	CY
▪ Proof Rolling	34,700	SY
▪ 12” Thick Stabilization Subgrade	29,471	SY
▪ 9” Thick Limerock Base Course	33,300	SY
▪ 24” RCP Class V (Cross Drain)	430	LF
▪ 24” Mitered End Section	14	EA
▪ Swale Grading	48,000	SY
▪ Canal Bank Stabilization	3,000	SY

Project Number: 017

Project Name:	Tamiami Canal Bridge Replacement
Owner:	Miami Dade County Public Works and Waste Management

Contractor:	Archer Western
Contact:	Dhaval Gandhi
Address:	3201 NW 24th Street Road
	Miami, FL 33142
Phone:	786-804-6252

Completed:	Scheduled to Complete February 2018
Contract Amount:	$ 932,749

Contract Scope:

▪ F&I PERMANENT SAMPLE POINTS	2.0	EA
▪ CONNECT TO EXISTING WM (20.0 - 49.9")	1.0	EA
▪ ARV ASSEMBLIES	2.0	EA
▪ F&I POLYETHYLENE ENCASEMENT	200.0	LF
▪ F&I TAPPING SLEEVE (20.0 - 49.9")	1.0	EA
▪ S&D FIRE HYDRANT ASSSEMBLIES	2.0	EA
▪ S&D DIP (6 - 7.9") VALVE & FITTINGS	70.0	LF
▪ S&D DIP (8 - 9.9") VALVE & FITTINGS	120.0	LF
▪ FURINSH DIP (20 - 49.9") & FITTINGS	200.0	LF
▪ FURNISH MJ RSGV (20.0 - 49.9")	1.0	EA
▪ INSTALL FIRE HYDRANT ASSEMBLIES	2.0	EA
▪ INSTALL DIP (6 - 7.9") VALVE & FITTINGS	70.0	LF
▪ INSTALL DIP (8 - 9.9") VALVE & FITTINGS	120.0	LF
▪ INSTALL DIP (20 - 49.9") & FITTINGS	200.0	LF
▪ INSTALL MJ RSGV (20.0 - 49.9")	1.0	EA
▪ INLETS (CURB)(TYPE P-1) <10'	1.0	EA
▪ INLETS (CURB)(TYPE P-5) <10'	3.0	EA
▪ INLETS (CURB)(TYPE P-5) >10'	3.0	EA
▪ INLETS (CURB)(TYPE F) <10'	4.0	EA
▪ MANHOLES (TYPE P-7)(PARTIAL)	4.0	EA
▪ MANHOLES, P-8, <10'	1.0	EA
▪ MANHOLES, P-8, >10'	3.0	EA
▪ MANHOLES, J-8, <10'	1.0	EA
▪ MANHOLES, J-8, >10'	1.0	EA
▪ ADJUST MANHOLE	4.0	EA
▪ ADJUST MANHOLE (UTILITIES)	3.0	EA
▪ ADJUST VALVE BOX (MDC ONLY)	9.0	EA
▪ PIPE CULVERT - 18"	364.0	LF
▪ PIPE CULVERT - 24"	216.0	LF
▪ PIPE CULVERT - 24" (ELLIPTICAL\OTHER)	19.0	LF

▪ FRENCH DRAIN 24"	647.0	LF
▪ REMOVAL OF EXISTING PAVEMENT	100.0	SY
▪ REGULAR EXCAVATION	1,100.0	CY
▪ SUBSOIL EXCAVATION	3,597.0	CY
▪ CHANNEL EXCAVATION	4,408.0	CY
▪ EMBANKMENT	7,026.5	CY
▪ REINFORCEMENT GRID	2,083.0	SY
▪ TYPE "B" STABILIZATION (12" THICK)	6,419.0	SY
▪ OPTIONAL BASE, BASE GROUP 06	6,484.0	SY
▪ TURNOUT CONSTRUCTION	440.0	SY
▪ SP ASPHALTIC CONCRETE (TRAFFIC C)	17.4	TN

Project Number: 018

Project Name:	T6396 – Krome Ave (54+21 – 109+00)
Owner:	Florida Department of Transportation
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave Hialeah, FL 33018
Phone:	305-345-7816
Fax:	305-820-0905
Completed:	Scheduled for December 2016
Contract Amount:	$3,489,368

Contract Scope:

▪ Clearing and Grubbing	1	LS
▪ Regular Excavation	3,837	CY
▪ Subsoil Excavation	73,025	CY
▪ Embankment	174,449	CY
▪ Type B Stabilization	54,596	SY
▪ Prepared Soil Layer	69,630	SY
▪ Optional Base, Base Group 02	9,131	SY
▪ Optional Base, Base Group 10	30,018	SY

Project Number: 019

Project Name:	Miscellaneous Drainage Repairs
Owner:	Interstate Screw Corp.
Owner:	Interstate Screw Corp.
Contact:	Dominick Menendez
Address:	475 West 18th Street Hialeah, FL 33010
Phone:	305-888-8700
Fax:	305-888-7081
Completed:	Scheduled for December 2016

Contract Amount: $4,375.00
Contract Scope:

- Miscellaneous Drainage Repairs 1 LS

Project Number: 020

Project Name:	Shenandoah Middle School Renovation
Owner:	Miami Dade County Public Schools
Contractor:	Thornton Construction Company, Inc.
Contact:	Dan Sheehy
Address:	4300 Biscayne Blvd Suite 207 Miami, FL 33137
Phone:	305-649-1995
Fax:	305-649-1295
Completed:	April 2016
Contract Amount:	$11,500.00

Contract Scope:

- Limerock Base 1 LS
- Superpave - Traffic Level C – 9.5 1 LS

Project Number: 021

Project Name:	Emergency Asphalt Repair at the Downtown Mover (TPSS)
Owner:	Miami Dade Transit
Contact:	Nury Perez
Address:	6601 NW 72nd Ave Miami, FL 33166
Phone:	305-884-7578
Fax:	305-884-7538
Completed:	January 2016
Contract Amount:	$9,850.00

Contract Scope:

- Asphalt Repair 1 LS

Project Number: 023

Project Name:	Drainage Improvements Project Multiple Sites
Owner:	Miami Dade County Public Works Department
Contact:	Felipe Monteagudo
Address:	111 NW 1st Street Suite 1410 Miami, FL 33128
Phone:	305-323-8192

Completed: Anticipated Completion June 2017

Contract Amount: $1,504,737.12

Contract Scope:

BARRICADES	18600	ED
ADVANCE WARNING ARROW PANEL	1050.0	ED
Sediment Barrier	600.0	LF
Inlet Protection System	91.0	EA
CLEARING AND GRUBBING	1.0	LS
RE-GRADE EXISTING SWALE	140.0	SY
FLOWABLE FILL	28.0	CY
BACKFILL EXISTING TRENCH WITH SELECT FILL	278.0	CY
MILLING - 1" Depth	4878.0	SY
ROADWAY PAVEMENT RESTORATION	2524.0	SY
INLET PAVEMENT	393.0	SY
Hot Mix Asphalt, Traffic C, SP-9.5	555.0	TN
Driveway Pavement-Asphalt	100.0	SY
Driveway Pavement-Concrete	20.0	SY
CLASS I CONCRETE	30.0	CY
SWALE INLET TYPE D-3 (36"Dia.)	37.0	EA
SWALE INLET TYPE D-3 (36"X36")	17.0	EA
SWALE INLET TYPE D-1 (17" X 27") (< 10' Deep)	14.0	EA
SWALE INLET TYPE P-10M	14.0	EA
SWALE INLET TYPE J-10	1.0	EA
POLLUTION RETARDANT BAFFLE	3.0	EA
MANHOLE (Type P-7T)	30.0	EA
CORE AND TIE TO EXIST. DRAINAGE	9.0	EA
MODIFY STRUCTURE-	17.0	EA
DESILT PIPE (0 TO 48")	1000.0	LF
Desilting Drainage Structure	12.0	EA
Pipe Culvert 15" Diameter (Round)	1541.0	LF
Pipe Culvert 18" Diameter (Round)	410.0	LF
French Drain (18" diameter pipe, 10 ft bls)	3445.0	LF
French Drain (18" diameter pipe, 15 ft bls)	380.0	LF
French Drain (18" diameter pipe, 20 ft. BLS)	550.0	LF
CONCRETE SIDEWALK [4" THICK,]	463.0	SY
CONCRETE SIDEWALK (6" Thick)	110.0	SY
DETECTABLE SURFACE	94.0	SF
RIP RAP (SAND CEMENT)	17.0	CY
SODDING-St Augustine	12520.0	SY
REFLECTIVE PAVEMENT MARKERS	25.0	EA
THERMOPLASTIC (White) (Solid) (12")	54.0	LF
THERMOPLASTIC (White) (Solid) (24")	200.0	LF
THERMOPLASTIC (Yellow) (Solid) (6")	450.0	LF

Project Number: 024

Project Name:	Joseph Caleb Center New Parking Garage
Owner:	Miami Dade County
Contractor:	ABC Construction, Inc.
Contact:	Jorge Gonzalez
Address:	7215 NW 7th Street Miami, FL 33126
Phone:	305-663-0322
Fax:	305-267-2403
Completed:	April 2017
Contract Amount:	$196,514.26

Contract Scope:

▪ Milling Existing Asphalt (1" AVG)	7505	SY
▪ Superpave - Traffic Level C – 9.5	489	TN
▪ Friction Course - Traffic Level C – 9.5	396	TN

Project Number: 025

Project Name:	SR 953 – Lejeune Rd from Almeria Ave to Majorca Ave
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	April 2017
Contract Amount:	$1,155,672.82

Contract Scope:

▪ MOBILIZATION	1	LS
▪ MAINTENANCE OF TRAFFIC	1	LS
▪ TRAFFIC CONTROL OFFICER	456	MH
▪ WORK ZONE SIGN	6650	ED
▪ BARRIER WALL, TEMPORARY, F&I, CONCRETE	185	LF
▪ CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	5900	ED
▪ CHANNELIZING DEVICE, TYPE III, 6'	570	ED
▪ ARROW BOARD / ADVANCE WARNING ARROW PANEL	440	ED
▪ TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	194	EA
▪ PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	388	ED
▪ TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	180	ED
▪ TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	180	ED

▪ INLET PROTECTION SYSTEM	19	EA
▪ LITTER REMOVAL	7.08	AC
▪ MOWING	1.8	AC
▪ MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING	1	LS
▪ MONITOR EXISTING STRUCTURES- VIBRATION MONITORING	1	LS
▪ CLEARING & GRUBBING 43349215201	1	LS
▪ DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 43349215201	1	LS
▪ REGULAR EXCAVATION (3-R PROJECTS ONLY) 43349215201	1	LS
▪ TYPE B STABILIZATION	532	SY
▪ PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	604	SY
▪ OPTIONAL BASE, BASE GROUP 11	478	SY
▪ MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	4398	SY
▪ SUPERPAVE ASPHALTIC CONC, TRAFFIC C	52.6	TN
▪ ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22, ARB	402.4	TN
▪ INLETS, CURB, TYPE 9, <10'	2	EA
▪ INLETS, GUTTER, TYPE S, <10'	1	EA
▪ MANHOLES, P-7, <10'	1	EA
▪ MANHOLE, ADJUST	10	EA
▪ PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	49	LF
▪ FRENCH DRAIN, 24"	120	LF
▪ CONCRETE CURB & GUTTER, TYPE F	880	LF
▪ CONCRETE CURB, TYPE D	616	LF
▪ CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	395	SY
▪ CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	36	SY
▪ DETECTABLE WARNINGS	116	SF
▪ PERFORMANCE TURF, SOD	427	SY
▪ IRRIGATION SYSTEM REPAIRS 43349215201	1	LS
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.324	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	0.077	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	540	LF
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	187	LF
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	190	LF
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	0.015	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	0.013	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	10	EA
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	27	EA
▪ PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.585	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	28	LF

▪ PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.026	GM
▪ SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	18	AS
▪ SINGLE POST SIGN, RELOCATE	1	AS
▪ SINGLE POST SIGN, REMOVE	11	AS
▪ SIGN PANEL, RELOCATE, UP TO 12 SF	8	EA
▪ DELINEATOR, FLEXIBLE HIGH PERFORMANCE 48"	15	EA
▪ PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	38	SF
▪ PAINTED PAVEMENT MARKINGS, FINAL SURFACE 43349215201	1	LS
▪ THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	540	LF
▪ THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	187	LF
▪ THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	190	LF
▪ THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.013	GM
▪ THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	3	EA
▪ THERMOPLASTIC, STANDARD, WHITE, ARROW	22	EA
▪ THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	28	LF
▪ THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.026	GM
▪ THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	7	EA
▪ THERMOPLASTIC, PREFORMED, WHITE, ARROWS	5	EA
▪ THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.324	GM
▪ THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.077	GM
▪ THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	0.015	GM
▪ THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.585	GM
▪ THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	20	SF
▪ CONDUIT, FURNISH & INSTALL, OPEN TRENCH	458	LF
▪ CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	354	LF
▪ PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	12	EA
▪ LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	646	LF
▪ LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	4765	LF
▪ LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	6914	LF
▪ LUMINAIRE, RELOCATE	30	EA
▪ LUMINAIRE, REMOVE	60	EA
▪ POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	4	EA
▪ CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1178	LF
▪ SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI
▪ SIGNAL CABLE, REMOVE- INTERSECTION	1	PI
▪ PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	31	EA

▪ ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS
▪ ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	1	AS
▪ ELECTRICAL SERVICE WIRE, REMOVE	195	LF
▪ PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA
▪ PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE	1	EA
▪ ALUMINUM SIGNALS POLE, PEDESTAL	4	EA
▪ ALUMINUM SIGNALS POLE, REMOVE	2	EA
▪ STEEL MAST ARM,F&I, WIND SPEED-150,SINGLE ARM, W/0 LUMINAIRE-36	2	EA
▪ MAST ARM,F&I, WIND SPEED-150,SINGLE ARM,W/0 LUMINAIRE-46	2	EA
▪ MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTACHMENT	4	EA
▪ TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	3	AS
▪ TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	5	AS
▪ PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	4	AS
▪ PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	2	AS
▪ LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	6	EA
▪ LOOP ASSEMBLY- F&I, TYPE A	8	AS
▪ PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	4	EA
▪ TRAFFIC CONTROLLER ASSEMBLY, F&I, 170	1	AS
▪ TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	1	AS
▪ SYSTEM AUXILIARIES, F&I, MODEM	1	EA
▪ INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	4	EA
▪ LANDSCAPE COMPLETE- SMALL PLANTS 43349215201	1	LS
▪ LANDSCAPE COMPLETE- LARGE PLANTS 43349215201	1	LS
▪ VALVE BOXES, ADJUST	7	EA

Project Number: 026

Project Name:	Miami Dade Countywide Drainage Pushbutton
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	December 2018

Contract Amount: $848,713.00

Contract Scope:

- COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE 50 CY
- TRAFFIC CONTROL OFFICER 300 MH
- WORK ZONE SIGN 5000 ED
- BUSINESS SIGN 20 EA
- BARRIER WALL, TEMPORARY, F&I, CONCRETE 500 LF
- BARRIER WALL, TEMPORARY, F&I, TYPE K 500 LF
- CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD 6000 ED
- CHANNELIZING DEVICE, TYPE III, 6' 1025 ED
- CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE) 50 ED
- ARROW BOARD / ADVANCE WARNING ARROW PANEL 275 ED
- TEMPORARY RETROREFLECTIVE PAVEMENT MARKER 50 EA
- TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION 5 LO
- PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY 100 ED
- PAVEMENT MARKING REMOVABLE TAPE, WHITE OR BLACK,SOLID 1163 LF
- PAVEMENT MARKING REMOVABLE TAPE, YELLOW, SOLID 1513 LF
- SEDIMENT BARRIER 400 LF
- FLOATING TURBIDITY BARRIER 250 LF
- INLET PROTECTION SYSTEM 40 EA
- LITTER REMOVAL 1 AC
- MOWING 1 AC
- REMOVAL OF EXISTING CONCRETE PAVEMENT 200 SY
- REGULAR EXCAVATION 300 CY
- BORROW EXCAVATION, TRUCK MEASURE 600 CY
- LATERAL DITCH EXCAVATION 350 CY
- SUBSOIL EXCAVATION 200 CY
- EMBANKMENT 600 CY
- FLOWABLE FILL 100 CY
- EXCAVATION FOR STRUCTURES Excavation for Structures and Pipes 200 CY
- TYPE B STABILIZATION 150 SY
- OPTIONAL BASE, BASE GROUP 04 10 SY
- OPTIONAL BASE, BASE GROUP 09 1500 SY
- OPTIONAL BASE, BASE GROUP 11 1500 SY
- OPTIONAL BASE, BASE GROUP 13 250 SY
- MILLING EXIST ASPH PAVT, 1 AVG DEPTH 4000 SY
- MILLING EXIST ASPH PAVT, 1 1/2 AVG DEPTH 300 SY
- MILLING EXIST ASPH PAVT, 1 3/4 AVG DEPTH 300 SY
- SUPERPAVE ASPHALTIC CONC, TRAFFIC C 150 TN
- SUPERPAVE ASPHALTIC CONC, TRAFFIC D 20 TN

- SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22, PMA 60 TN
- ASPHALT CONCRETE FRICTION COURSE, FC-5, PG 76-22, ARB 40 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22, PMA 1 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22, PMA 5 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC D, FC-12.5, PG 76-22, PMA 5 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22, ARB 160 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-12.5, PG 76-22, ARB 40 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22, ARB 160 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22, ARB 20 TN
- MISCELLANEOUS ASPHALT PAVEMENT 20 TN
- CONCRETE CLASS II, CULVERTS 50 CY
- CONCRETE CLASS IV, CULVERTS 30 CY
- CONC CLASS IV, RETAINING WALLS 30 CY
- REINFORCING STEEL- RETAINING WALL 350 LB
- REINFORCING STEEL- MISCELLANEOUS 1000 LB
- INLETS, CURB, TYPE P-1, <10' 2 EA
- INLETS, CURB, TYPE P-5, <10' 6 EA
- INLETS, CURB, TYPE P-5, >10' 2 EA
- INLETS, CURB, TYPE P-5, PARTIAL 2 EA
- INLETS, CURB, TYPE P-5, MODIFY 2 EA
- INLETS, CURB, TYPE P-6, <10' 6 EA
- INLETS, CURB, TYPE P-6, >10' 1 EA
- INLETS, CURB, TYPE P-6, PARTIAL 2 EA
- INLETS, CURB, TYPE P-6, MODIFY 2 EA
- INLETS, CURB, TYPE J-5, <10' 2 EA
- INLETS, CURB, TYPE J-5, >10' 1 EA
- INLETS, CURB, TYPE J-6, <10' 2 EA
- INLETS, CURB, TYPE J-6, >10' 2 EA
- INLETS, DT BOT, TYPE C,<10' 1 EA
- INLETS, DT BOT, TYPE C,JBOT, <10' 2 EA
- INLETS, DT BOT, TYPE C, JBOT, >10' 1 EA
- INLETS, DT BOT, TYPE D, <10' 4 EA
- INLETS, DT BOT, TYPE D, >10' 2 EA
- INLETS, DITCH BOTTOM, TYPE F, PARTIAL 2 EA
- INLETS, DITCH BOTTOM, TYPE G, <10' 2 EA
- INLETS, DITCH BOTTOM, TYPE G, >10' 1 EA
- INLETS, DITCH BOTTOM, TYPE G, J BOT, <10' 2 EA

- INLETS, DITCH BOTTOM, TYPE G, J BOT, >10' 1 EA
- INLETS, GUTTER, TYPE V, <10' 4 EA
- INLETS, GUTTER, TYPE V, >10' 2 EA
- INLETS, GUTTER, TYPE V, J BOT, <10' 2 EA
- INLETS, GUTTER, TYPE V, J BOTTOM, >10' 2 EA
- MANHOLES, P-7, <10' 2 EA
- MANHOLES, P-7, >10' 4 EA
- MANHOLES, P-7, PARTIAL 2 EA
- MANHOLES, J-7, <10' 4 EA
- MANHOLES, J-7, >10' 2 EA
- MANHOLES, J-7, PARTIAL 2 EA
- INLETS, ADJUST 10 EA
- MANHOLE, ADJUST 10 EA
- VALVE BOXES, ADJUST 5 EA
- DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST 5 EA
- REPLACE GRATE 10 EA
- DESILTING PIPE, 0 - 24 Desilt in the Wet 273 LF
- DESILTING PIPE, 25 - 36 Desilt in Dry Condition 750 LF
- DESILTING PIPE, 37 - 48 Desilt in Dry Condition 400 LF
- DESILTING PIPE, 49 - 60 Desilt in the Wet 159 LF
- DESILTING PIPE, 61 OR GREATER Desilt in the Wet 400 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15S/CD 100 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18S/CD 500 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24S/CD 200 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 30S/CD 200 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 36S/CD 200 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 42S/CD 100 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 48S/CD 100 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 54S/CD 100 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 60S/CD 100 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15S/CD 50 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18S/CD 50 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER SHAPE-ELIP/ARCH, 24S/CD 50 LF
- U-ENDWALL, STD 261, 1:4 SLOPE, 18PIPE 4 EA
- PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE 20 CY
- TRENCH DRAIN, STANDARD 150 LF
- FRENCH DRAIN, 24 400 LF
- FRENCH DRAIN, 36 100 LF
- PIPE HANDRAIL - GUIDERAIL, STEEL 150 LF
- PIPE HANDRAIL - GUIDERAIL, ALUMINUM 150 LF
- CONCRETE CURB & GUTTER, TYPE F 600 LF

- CONCRETE CURB, TYPE D 100 LF
- VALLEY GUTTER- CONCRETE 100 LF
- SHOULDER CONCRETE BARRIER WALL, RIGID RETAINING 20 LF
- CONCRETE SIDEWALK AND DRIVEWAYS, 4 THICK 150 SY
- CONCRETE SIDEWALK AND DRIVEWAYS, 6 THICK 50 SY
- CONCRETE DITCH PAVEMENT, NON REINFORCED, 4 10 SY
- CONCRETE DITCH PAVEMENT, 4, REINFORCED 50 SY
- PAVERS, ARCHITECTURAL, SIDEWALK 150 SY
- DETECTABLE WARNINGS 8 SF
- GUARDRAIL -ROADWAY 100 LF
- SPECIAL GUARDRAIL POST 5 EA
- GUARDRAIL REMOVAL 100 LF
- FENCING, TYPE B, 5.1-6.0', STANDARD 200 LF
- FENCING, TYPE B, 5.1-6.0, RESET EXISTING 50 LF
- PERFORMANCE TURF 1000 SY
- PERFORMANCE TURF, SOD 1000 SY
- SINGLE POST SIGN, RELOCATE 5 AS
- SINGLE POST SIGN, REMOVE 5 AS
- MULTI- POST SIGN, F&I GROUND MOUNT, RELOCATE 5 AS
- MULTI- POST SIGN, REMOVE 5 AS
- OBJECT MARKER, TYPE 1 TWO # 04 5 EA
- RETRO-REFLECTIVE PAVEMENT MARKERS 100 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6 0.1 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8 0.1 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12 400 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18 600 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24 100 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6 WIDE 0.1 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6 0.2 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL 2 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS 5 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6 0.1 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18 20 LF

- PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID FOR PARKING LOT- ACCESSIBLE MARKINGS, 6 50 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 12 FOR CROSSWALK AND ROUNDABOUT 600 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 18 FOR DIAGONALS AND CHEVRONS 400 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 24 FOR STOP LINE AND CROSSWALK 50 LF
- THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6 0.1 GM
- THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL 5 EA
- THERMOPLASTIC, STANDARD, WHITE, ARROW 5 EA
- THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18 FOR DIAGONAL OR CHEVRON 100 LF
- THERMOPLASTIC, STANDARD, BLUE, SOLID,6 100 LF
- THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 8 0.1 GM
- THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SOLID, 8 0.1 GM
- THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6,10-30 SKIP OR 3-9 LANE DROP 0.1 GM
- THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS 50 SF
- LIGHT POLE COMPLETE, REMOVE 5 EA
- LUMINAIRE, REMOVE 5 EA
- CONDUIT, FURNISH & INSTALL, OPEN TRENCH 100 LF
- CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE 50 LF
- PULL & SPLICE BOX, F&I, 13 x 24 COVER SIZE 5 EA
- ALUMINUM SIGNALS POLE, PEDESTAL 5 EA
- ALUMINUM SIGNALS POLE, REMOVE 2 EA
- PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY 5 AS
- PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS 5 AS
- LOOP DETECTOR INDUCTIVE, F&I, TYPE 9 5 EA
- LOOP ASSEMBLY- F&I, TYPE A 5 AS
- PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD 10 EA
- TRAFFIC CONTROLLER ASSEMBLY, MODIFY 1 AS

Project Number: 027

Project Name: Bay Shore One Project – 1100 100th Street – Bay Harbor Island, FL

Owner: Thornton Construction

Contractor:	Thornton Construction
Contact:	Anthony Pasqualone
Address:	4300 Biscayne Blvd – Suite 207 Miami, FL 33137
Phone:	305-649-1995
Fax:	305-649-1295

Completed:	December 2016
Contract Amount:	$34,841.25

Contract Scope:

▪ MOBILIZATION	1	LS
▪ SITE CLEARING & GRUBBING	0.45	ACRE
▪ SILT FENCE	560	LF
▪ SUBSOIL EXCAVATION	1185	CY
▪ EARTH RAMP	1	LS
▪ LIMEROCK BASE	1	LS

Project Number: 028

Project Name:	CT A – Relocation of Onsite Utilities and Drainage
Owner:	Port of Miami

Contractor:	Central Florida Equipment Rentals, Inc. (Prime)
Contact:	Ana Depriest
Address:	9030 NW 97th Terrace Medley, FL 33178
Phone:	305-345-9039
Fax:	305-887-7804

Completed:	June 2017
Contract Amount:	$1,413,688.89

Contract Scope:

▪ UTILITIES		
▪ MOBILIZATION	1	LS
▪ 12 DIP WATER MAIN (L&E)	1	LS
▪ 6 DIP WATER MAIN (L&E)	1	LS
▪ FIRE HYDRANT w/ 6 GV & 4 BOLLARDS(L&E)	1	LS
▪ 12 BENDS (L&E)	1	LS
▪ 12 x 6 TEES (L&E)	1	LS
▪ 12 GATE VALVES	1	LS
▪ SANITARY SEWER MANHOLE	1	LS
▪ SANITARY SEWER CAPS	1	LS
▪ ASPHALT DEMO / RESTORATION	1	LS
▪ DRAINAGE		
▪ MOBILIZATION	1	LS
▪ CURB INLET TYPE 5, 6	1	LS

▪ MEDIAN BARRIER INLET, TYPE 3	1	LS
▪ CATCH BASIN	1	LS
▪ DRAINAGE MANHOLE	1	LS
▪ ADJUST MANHOLES	1	LS
▪ PIPE CULVERT OPTIONAL MATERIAL, 18	1	LS
▪ PIPE CULVERT OPTIONAL MATERIAL, 24	1	LS
▪ FRENCH DRAIN, 24	1	LS
▪ SPECIAL STRUCTURE, TWO CHAMBERED (6'x9.5'x9.5')	1	LS
▪ ASPHALT DEMO / RESTORATION	1	LS

Project Number: 029

Project Name:	Kendall Town Center (SW 96th Street and SW 157th Ave)
Owner:	Howard Hughes Corp.
Contractor:	Brightview Landscape Development
Contact:	Ariel Caballero
Address:	4155 East Mowry Dr. Homestead, FL 33033
Phone:	305-986-2249
Completed:	February 2017
Contract Amount:	$107,422.20

Contract Scope:

▪ MOBILIZATION	1.00	LS
▪ CLEARING AND GRUBBING	1.00	LS
▪ SURVEYING	1.00	LS
▪ EXCAVATION (4 AVERAGE DEPTH)	215.00	CY
▪ STABILIZED SUBGRADE	1250.00	SY
▪ SOD GRADING (5' EACH SIDE OF SIDEWALK)	2084.00	SY
▪ CONC. SIDEWALK (4 THK w/ 6X6 W2.9/W2.9 WWM)	1250.00	SY
▪ BENCH PADS (5' x 8')	4.00	EA
▪ SIDEWALK RAMP	1.00	LS
▪ GRADING	1.00	LS

Project Number: 030

Project Name:	Ballpark of the Palm Beaches
Owner:	Palm Beach County
Contractor:	Brightview Landscape Development
Contact:	Ariel Caballero
Address:	4155 East Mowry Dr. Homestead, FL 33033
Phone:	305-986-2249
Completed:	January 2017

Contract Amount: $214,397.29

Contract Scope:

▪ 4in THICK SIDEWALK w/ WELDED WIRE MESH	73976.00	SF
▪ LOADING DOCK (2 DOCKS - 6500 SF TOTAL)	1.00	LS
▪ FLUSH REINFORCED HEADER CURB	718.00	LF
▪ BATTING CAGE TUNNEL SLAB	7890.00	SF
▪ PUMP RENTAL - 2 DAILY RATE	2.00	DA
▪ PUMP RENTAL - 2 DAILY RATE	7.00	DA
▪ FLUSH REINFORCED HEADER CURB	705.00	LF
▪ 6in THICK SIDEWALK w/ WELDED WIRE MESH (COLOR)	2970.00	SF
▪ 8in THICK SIDEWALK w/ #4 O.C.E.W (COLOR)	1430.00	SF

Project Number: 031

Project Name: SR – 823 NW 57th Ave

Owner: Florida Department of Transportation

Contractor: Central Florida Equipment Rentals, Inc. (Prime)

Contact: Ana Depriest

Address: 9030 NW 97th Terrace
Medley, FL 33178

Phone: 305-345-9039

Fax: 305-887-7804

Completed: February 2017

Contract Amount: $11,912.00

Contract Scope:

▪ FINISH GRADE WORK	1	LS

Project Number: 032

Project Name: SR 874 Project

Owner: MDX – Miami Dade Expressway Authority

Contractor: The de Moya Group

Contact: Fabricio Cedillo

Address: 14600 SW 136th Street
Miami, FL 33186

Phone: 305-987-4097

Fax: 305-255-1935

Completed: December 2018

Contract Amount: $584,780.45

Contract Scope:

▪ MOBILIZATION	1.0	LS
▪ CLEARING AND GRUBBING	1.0	LS

▪ C&G - CONTROL STRUCTURE	1.0	EA
▪ C&G - DITCH BOTTOM INLET	10.0	EA
▪ C&G - ENDWALL	1.0	EA
▪ C&G - MANHOLE	2.0	EA
▪ C&G - FRENCH DRAIN 36	310.0	LF
▪ C&G - PIPE	210.0	LF
▪ CONCRETE CLASS I - ENDWALLS	1.00	EA
▪ INLETS, DT BOT, TYPE B, <10'	5.0	EA
▪ INLETS, DT BOT, TYPE D, MODIFY	2.0	EA
▪ INLETS, DT BOT, TYPE E, <10'	6.0	EA
▪ INLETS, DT BOT, TYPE E, PARTIAL	2.0	EA
▪ INLETS, BARRIER WALL, <10'	8.0	EA
▪ INLETS, BARRIER WALL, >10'	1.0	EA
▪ INLETS, BARRIER WALL, J BOT, <10'	3.0	EA
▪ INLETS, BARRIER WALL, J BOT, >10'	2.0	EA
▪ MANHOLES, P-7, <10'	6.0	EA
▪ MANHOLES, TYPE 7, PARTIAL	2.0	EA
▪ MANHOLES, J-7, <10'	1.0	EA
▪ MANHOLES, J-7, >10'	2.0	EA
▪ PIPE CULV, OPT MATL, ROUND, 18S/CD	1,379.0	LF
▪ PIPE CULV, OPT MATL, ROUND, 18S/CD	144.0	LF
▪ PIPE CULV, OPT MATL, ROUND, 24S/CD	793.0	LF
▪ PIPE CULV, OPT MATL, ROUND, 30S/CD	28.0	LF
▪ PIPE CULV, OPT MATL, ROUND, 36S/CD	20.0	LF
▪ FRENCH DRAIN, 24	1,006.0	LF
▪ 18 RCP CLASS IV	15.0	LF
▪ 18 RCP CLASS V	34.0	LF
▪ CLEAN\VIDEO PIPE (NEW PIPE ONLY)	2,269.0	LF
▪ CLEAN STRUCTURES	40.0	EA
▪ MOBILIZATION 24961435201	1.0	LS
▪ TEMP PAVEMENT (SUBGRADE & 6 BASE)	1.0	SY
▪ PULVERIZE EXISTING ASPHALT (4 MAX DEPTH)	16,685.0	SY
▪ REGULAR EXCAVATION	5,887.0	CY
▪ EMBANKMENT	4,885.0	CY
▪ TYPE B STABILIZATION	41,101.0	SY
▪ OPTIONAL BASE, BASE GROUP 06	41,101.0	SY
▪ CURB TYPE E, GRADING ONLY	727.0	LF
▪ CONC CURB & GUTR, F (4 LRB PAD & GRADING ONLY)	18,447.0	LF
▪ VALLEY GUTTER, 2' GRADING ONLY	2,021.0	LF
▪ TRAF SEP CONC, IV, 6' W (GRADING ONLY)	1.0	LF
▪ MED CONC BARRIER WALL (GRADING ONLY)	1.0	LF
▪ SIDEWALK 4 (GRADING ONLY)	8,998.0	SY
▪ SIDEWALK 6 (GRADING ONLY)	2,565.0	SY

- GUARDRAIL ?ROADWAY (GRADING ONLY) 1.0 LF
- FENCE B, 6' STANDARD (GRADING ONLY) 1.0 LF
- PERFORMANCE TURF,SOD, (GRADING ONLY) 5,406.0 SY

Project Number: 033

Project Name:	Turnpike (HEFT) from Eureka Drive to Killian Parkway
Owner:	Florida Department of Transportation
Contractor:	The de Moya Group
Contact:	Fabricio Cedillo
Address:	14600 SW 136th Street Miami, FL 33186
Phone:	305-987-4097
Fax:	305-255-1935
Completed:	April 2017
Contract Amount:	$17,241.00

Contract Scope:

- RIPRAP, SAND CEMENT 20 CY

Project Number: 035

Project Name:	West 31st Street and West 32nd Street from West 12th Ave to West 12th Ave to West 9th Avenue; West 11th Avenue and West 9th Avenue from West 30th Street to West 33rd Street
Owner:	City of Hialeah
Contractor:	Horizon Contractors, Inc.
Contact:	Jose M Sanchez
Address:	8175 West 32nd Ave – Bay 2 Hialeah, FL 33018
Phone:	305-216-8403
Fax:	305-820-0905
Completed:	July 2017
Contract Amount:	$580,593.75

Contract Scope:

- CONCRETE CURB AND GUTTER TYPE F 11,777.0 LF
- CONCRETE CURB TYPE D 1,650.0 LF
- CONCRETE VALLEY GUTTER (2') 1,177.0 LF
- CONCRETE SIDEWALK (4 THICK) 5,416.0 SY
- CONCRETE SIDEWALK (6 THICK) 6,267.0 SY

Project Number: 036

Project Name:	SR 5 (SE 2nd Ave) and SR 5 (US 1/Biscayne Blvd)
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	December 2018
Contract Amount:	$3,499,047.23

Contract Scope:

- MOBILIZATION 41247375201 1 LS
- MOBILIZATION 41247375202 1 LS
- MOBILIZATION 41247395201 1 LS
- MAINTENANCE OF TRAFFIC 41247375201 1 LS
- MAINTENANCE OF TRAFFIC 41247375202 1 LS
- MAINTENANCE OF TRAFFIC 41247395201 1 LS
- SPECIAL DETOUR 1 41247395201 1 LS
- COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE 38 CY
- TRAFFIC CONTROL OFFICER 374 HR
- WORK ZONE SIGN 13446 ED
- BARRIER WALL, TEMPORARY, F&I, TYPE K 2166 LF
- BARRIER WALL, TEMPORARY, RELOCATE, TYPE K 2500 LF
- CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD 32492 ED
- CHANNELIZING DEVICE, TYPE III, 6' 6042 ED
- CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE) 34100 ED
- ARROW BOARD / ADVANCE WARNING ARROW PANEL 1638 ED
- TEMPORARY RETROREFLECTIVE PAVEMENT MARKER 246 EA
- TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION 32 LO
- PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY 1160 ED
- TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION 1680 ED
- TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION 1680 ED
- INLET PROTECTION SYSTEM 30 EA
- LITTER REMOVAL 33.97 AC
- MOWING 0.18 AC
- MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING 41247375202 1 LS
- MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING 41247395201 1 LS

- MONITOR EXISTING STRUCTURES- VIBRATION MONITORING 41247395201 1 LS
- CLEARING & GRUBBING 41247375202 1 LS
- CLEARING & GRUBBING 41247395201 1 LS
- REMOVAL OF EXISTING CONCRETE PAVEMENT 322 SY
- DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 41247375202 1 LS
- DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 41247395201 1 LS
- REGULAR EXCAVATION 1061 CY
- EMBANKMENT 10 CY
- TYPE B STABILIZATION 2389 SY
- PREPARED SOIL LAYER, FINISH SOIL LAYER, 6 149 SY
- REWORKING LIMEROCK BASE, 6 2177 SY
- OPTIONAL BASE, BASE GROUP 10 2211 SY
- ASPHALT TREATED PERMEABLE BASE 20 CY
- MILLING EXIST ASPH PAVT, 2 AVG DEPTH 6210 SY
- MILLING EXIST ASPH PAVT, 2 1/2 AVG DEPTH 7456 SY
- SUPERPAVE ASPHALTIC CONC, TRAFFIC C 1402 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22 876.2 TN
- MISCELLANEOUS ASPHALT PAVEMENT 4.5 TN
- PLAIN CEMENT CONCRETE PAVEMENT, 10 178 SY
- PLAIN CEMENT CONCRETE PAVEMENT, 12 4 SY
- REINFORCED CEMENT CONCRETE PAVEMENT,6 8 SY
- CONCRETE CLASS II, CULVERTS 1 CY
- CONC CLASS IV, BULKHEAD 6.3 CY
- REINFORCING STEEL- MISCELLANEOUS 308 LB
- REINFORCING STEEL- BULKHEAD 274 LB
- INLETS, CURB, TYPE 9, <10' 6 EA
- INLETS, CURB, TYPE 9, J BOT, >10' 1 EA
- INLETS, CURB, TYPE 9, PARTIAL 1 EA
- INLETS, CURB, TYPE 9, MODIFY 2 EA
- INLETS, CURB. TYPE P-3, >10' 1 EA
- INLETS, CURB, TYPE P-5, <10' 1 EA
- INLETS, CURB, TYPE P-5, >10' 2 EA
- INLETS, CURB, TYPE P-6, <10' 3 EA
- INLETS, CURB, TYPE P-6, >10' 4 EA
- INLETS, CURB, TYPE J-6, <10' 1 EA
- INLETS, CURB, TYPE J-6, >10' 1 EA
- MANHOLES, P-7, >10' 5 EA
- MANHOLES, P-8, <10' 1 EA
- MANHOLES, J-7, <10' 2 EA
- MANHOLES, J-7, >10' 6 EA
- MANHOLES, J-8, PARTIAL 1 EA

- DRAINAGE MANHOLES, PROJECT 412473-9-52-02, J-7 6' x 10' WITH ADDITIONAL RISER AND WALL 1 EA
- DRAINAGE MANHOLES, PROJECT 412473-9-52-02, J-7 5' x 8.5' WITH ADDITIONAL RISER AND WALL 1 EA
- MANHOLE, ADJUST 1 EA
- MODIFY EXISTING DRAINAGE STRUCTURE 1 EA
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 12S/CD 24 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15S/CD 24 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18S/CD 327 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24S/CD 804 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 30S/CD 119 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 42S/CD 9 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 48S/CD 47 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15S/CD 37 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18S/CD 22 LF
- PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 30S/CD 143 LF
- FLAP GATES, 0-24 1 EA
- FLAP GATES, 37-48 1 EA
- FLAP GATES, 49-60 1 EA
- TRENCH DRAIN, STANDARD 181 LF
- SHEET PILING STEEL, F&I PERMANENT 561 SF
- CONCRETE CURB & GUTTER, TYPE F 1805 LF
- CONCRETE CURB, TYPE D 36 LF
- CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH 119 SY
- CONCRETE SIDEWALK AND DRIVEWAYS, 4 THICK 709 SY
- CONCRETE SIDEWALK AND DRIVEWAYS, 6 THICK 427 SY
- PAVERS, ARCHITECTURAL, SIDEWALK 654 SY
- DETECTABLE WARNINGS 450 SF
- GUARDRAIL -ROADWAY, GENERAL TL-3 119 LF
- GUARDRAIL REMOVAL 124 LF
- GUARDRAIL END ANCHORAGE ASSEMBLY/END TREATMENT- PARALLEL 1 EA
- CRASH CUSHION 2 EA
- PERFORMANCE TURF, SOD 60 SY
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6 2.058 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8 0.291 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12 1745 LF

- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18 360 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24 1078 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6 WIDE 0.483 GM
- PAINTED PAVEMENT MARKING, STANDARD,WHITE, 3'-9' SKIP DROP LINE AND APPROACH TO TOLL PLAZA, 12 WIDE, 0.018 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6 0.188 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL 17 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS 38 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6 0.995 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8 0.166 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18 507 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6 0.032 GM
- POLLUTION CONTROL STRUCTURE WITH BAFFLE AND FILTER, 6' DIAMETER, PROJECT 412473-9-52-02 1 EA
- POLLUTION CONTROL STRUCTURE WITH BAFFLE AND FILTER, 8' DIAMETER, PROJECT 412473-9-52-02 1 EA
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247375201 1 LS
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247375202 1 LS
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395201 1 LS
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395202 1 LS
- SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF 43 AS
- SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF 1 AS
- SINGLE POST SIGN, RELOCATE 2 AS
- SINGLE POST SIGN, REMOVE 17 AS
- MULTI- POST SIGN, REMOVE 1 AS
- SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100 SF 4 EA
- SIGN PANEL, INSTALL, UP TO 12 SF 1 EA
- SIGN PANEL, REMOVE, UP TO 12 SF 2 EA
- SIGN PANEL, REMOVE, 101-200 SF 3 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ISLAND NOSE 7 SF
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE 10 SF

- PAINTED PAVEMENT MARKINGS, FINAL SURFACE 41247375201 1 LS
- PAINTED PAVEMENT MARKINGS, FINAL SURFACE 41247395201 1 LS
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 8 FOR INTERCHANGE AND URBAN ISLAND 0.104 GM
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 12 FOR CROSSWALK AND ROUNDABOUT 775 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 18 FOR DIAGONALS AND CHEVRONS 360 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 24 FOR STOP LINE AND CROSSWALK 389 LF
- THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6 0.173 GM
- THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL 9 EA
- THERMOPLASTIC, STANDARD, WHITE, ARROW 35 EA
- THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18 FOR DIAGONAL OR CHEVRON 492 LF
- THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6 0.002 GM
- THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12 FOR CROSSWALK 777 LF
- THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24 FOR CROSSWALK 1286 LF
- THERMOPLASTIC, PREFORMED, WHITE, MESSAGE 9 EA
- THERMOPLASTIC, PREFORMED, WHITE, ARROW 3 EA
- THERMOPLASTIC, PREFORMED, MULTI COLOR ROUTE SHIELD 5 EA
- THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6 1.402 GM
- THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8 0.187 GM
- THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6,10-30 SKIP OR 3-9 LANE DROP 0.483 GM
- THERMOPLASTIC, STANDARD-OTHER SURFACES WHITE, SKIP, 12- APPROACH TO TOLL PLAZA OR 3-9 LANE DROP 0.018 GM
- THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6 0.42 GM
- THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8 0.141 GM
- CONDUIT, FURNISH & INSTALL, OPEN TRENCH 293 LF
- CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE 450 LF
- PULL & SPLICE BOX, F&I, 13 x 24 COVER SIZE 7 EA
- LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6 3002 LF
- LIGHT POLE COMPLETE, F&I, WIND SPEED 150, POLE - 40' 1 EA

Sample Projects
(Completed)

Project Number: 001

Project Name:	I-595 to Turnpike Northbound Ramp – T7 Ramp
Owner:	Florida Department of Transportation
Contractor:	Maytin Engineering Corp.
Contact:	Roly Maytin, PE
Address:	13900 NW 112th Ave Hialeah Gardens, FL 33018
Phone:	305-827-4545
Fax:	305-827-4547
Completed:	March 2014
Contract Amount:	$495,000

Contract Scope:

- Excavation 3500 CY
- Embankment 18,000 CY
- Limerock (Finish Grade) 12,000 SY
- Solid Pipe (Various Diameters) 750 LF
- Drainage Structure 10 EA
- Asphalt
  - Traffic Level D (PG 76-22) 420 TN
  - FC-9.5 80 TN

Project Number: 002

Project Name:	Phase VI – Storm Water Improvements
Owner:	Village of El Portal
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave – Suite 2 Hialeah, FL 33018
Phone:	305-828-2050
Fax:	305-820-0905
Completed:	April 2014
Contract Amount:	$35,000

Contract Scope:

- Solid Pipe (Various Diameters) 190 LF
- Drainage Structure 2 EA
- Asphalt
  - Traffic Level C 40 TN

Project Number: 003

Project Name:	T6207 - SR-5 – Overseas Highway (MM 93 – 97)
Owner:	Village of El Portal
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave – Suite 2 Hialeah, FL 33018
Phone:	305-828-2050
Fax:	305-820-0905
Completed:	May 2014
Contract Amount:	$29,000

Contract Scope:

- Finish Grade 17,695 SY

Project Number: 004

Project Name:	E6H34 - SR-5 – Overseas Highway (MM 85 – 84)
Owner:	Florida Department of Transportation
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave – Suite 2 Hialeah, FL 33018
Phone:	305-828-2050
Fax:	305-820-0905
Completed:	March 2015
Contract Amount:	$650,000

Contract Scope:

- Solid Pipe (Various Diameters) 1900 LF
- French Drain 24” 680 LF
- Drainage Structures 18 EA

Project Number: 005

Project Name:	The Bond – Duct Bank
Owner:	1080 Brickell Development
Contractor:	ION Electric, LLC
Contact:	Jack Higgins
Address:	2001 N. Andrews Avenue Pompano Beach, FL 33069
Phone:	954-434-7432
Fax:	954-857-6687
Completed:	August 2014
Contract Amount:	$20,000

Contract Scope:

- 6” 15 Way Primary Duct Bank 120 LF

Project Number: 006

Project Name:	T6314 – Marathon Key - SR-5 – Overseas Highway (MM 47 – 48)
Owner:	Florida Department of Transportation
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave – Suite 2 Hialeah, FL 33018
Phone:	305-828-2050
Fax:	305-820-0905
Completed:	February 2015
Contract Amount:	$377,000

Contract Scope:

- Excavation 839 CY
- Embankment 2,946 CY
- Limerock (Finish Grade) 6,749 SY
- Rip Rap 150 CY
- Grading 13,786 SY

Project Number: 007

Project Name:	E6I00 - SE 26th Rd
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	March 2015
Contract Amount:	$95,480

Contract Scope:

- Sidewalk 159 SY
- Asphalt
  - Traffic Level C – 12.5 42 TN
  - FC-9.5 (PG76-22) (ARB) 30 TN

Project Number: 008

Project Name:	T6333 – NW 74th Street and 72nd Ave Intersection
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE

Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	April 2015
Contract Amount:	$154,744

Contract Scope:

- Sidewalk 80 SY
- Curb and Gutter 123 LF
- Asphalt
  - FC-9.5 (PG76-22) (ARB) 153 TN

Project Number: 009

Project Name:	PAMM Footing Installation
Owner:	Perez Art Museum Miami (PAMM)
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	January 2015
Contract Amount:	$29,200

Contract Scope:

- Class I – Structural Concrete 50 CY

Project Number: 010

Project Name:	Building 6 – Asphalt Improvements
Owner:	Broward Community College
Contractor:	Thornton Construction Company
Contact:	Frank Gunn
Address:	4300 Biscayne Blvd #207 Miami, FL 33137
Phone:	305-649-1995
Fax:	305-649-1295
Completed:	January 2015
Contract Amount:	$237,750

Contract Scope:

- Asphalt
  - Traffic Level C – 9.6 60 TN

Project Number: 012

Project Name:	T4386 – SRA1A / Ocean Drive
Owner:	Florida Department of Transportation
Contractor:	ION Electric
Contact:	Jack Higgins
Address:	2001 N. Andrews Avenue Pompano Beach, FL 33069
Phone:	954-434-7432
Fax:	954-857-6687
Completed:	July 2015
Contract Amount:	$51,200

Contract Scope:

- Structural Concrete (Pile Caps) 40 CY

Project Number: 013

Project Name:	E6J26 – R0 – Districtwide Asphalt Maintenance
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	December 2015
Contract Amount:	$250,000

Contract Scope:

- Asphalt
  - FC-12.5 (PG76-22) 625 TN

Project Number: 014

Project Name:	Saxony Beach Walk
Owner:	The Saxony Development
Contractor:	ValleyCrest Landscape Development
Contact:	Ariel Caballero
Address:	4155 East Mowry Drive Homestead, FL 33033
Phone:	305-258-8011
Fax:	305-258-0809
Completed:	August 2015
Contract Amount:	$295,000

Contract Scope:

- Demolition 1 LS
- Limerock (Finish Grade) 2,722 SY

Project Number: 015

Project Name:	T6393 – Krome Ave (450+00 – 499+00)
Owner:	Florida Department of Transportation
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave Hialeah, FL 33018
Phone:	305-345-7816
Fax:	305-820-0905
Completed:	Scheduled for December 2016
Contract Amount:	$2,655,311

Contract Scope:

▪ Clearing and Grubbing	1	LS
▪ Regular Excavation	3,805	CY
▪ Subsoil Excavation	52,475	CY
▪ Embankment	133,077	CY
▪ Prepared Soil Layer	60,978	SY
▪ Optional Base, Base Group 02	7,622	SY
▪ Optional Base, Base Group 10	26,133	SY

Project Number: 016

Project Name:	Opalocka Airport Interior Service Road
Owner:	Miami Dade Airport Department
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave Hialeah, FL 33018
Phone:	305-345-7816
Fax:	305-820-0905
Completed:	January 2016
Contract Amount:	$960,555

Contract Scope:

▪ Clearing and Grubbing	17	ACRE
▪ Demolition of Bituminous Pavement	1,600	SY
▪ On-Site Excavation	30,500	CY
▪ Proof Rolling	34,700	SY
▪ 12” Thick Stabilization Subgrade	29,471	SY
▪ 9” Thick Limerock Base Course	33,300	SY
▪ 24” RCP Class V (Cross Drain)	430	LF
▪ 24” Mitered End Section	14	EA
▪ Swale Grading	48,000	SY
▪ Canal Bank Stabilization	3,000	SY

Project Number: 017

Project Name:	Tamiami Canal Bridge Replacement
Owner:	Miami Dade County Public Works and Waste Management

Contractor:	Archer Western
Contact:	Dhaval Gandhi
Address:	3201 NW 24th Street Road
	Miami, FL 33142
Phone:	786-804-6252

Completed:	Scheduled to Complete February 2018
Contract Amount:	$ 932,749

Contract Scope:

▪ F&I PERMANENT SAMPLE POINTS	2.0	EA
▪ CONNECT TO EXISTING WM (20.0 - 49.9")	1.0	EA
▪ ARV ASSEMBLIES	2.0	EA
▪ F&I POLYETHYLENE ENCASEMENT	200.0	LF
▪ F&I TAPPING SLEEVE (20.0 - 49.9")	1.0	EA
▪ S&D FIRE HYDRANT ASSSEMBLIES	2.0	EA
▪ S&D DIP (6 - 7.9") VALVE & FITTINGS	70.0	LF
▪ S&D DIP (8 - 9.9") VALVE & FITTINGS	120.0	LF
▪ FURINSH DIP (20 - 49.9") & FITTINGS	200.0	LF
▪ FURNISH MJ RSGV (20.0 - 49.9")	1.0	EA
▪ INSTALL FIRE HYDRANT ASSEMBLIES	2.0	EA
▪ INSTALL DIP (6 - 7.9") VALVE & FITTINGS	70.0	LF
▪ INSTALL DIP (8 - 9.9") VALVE & FITTINGS	120.0	LF
▪ INSTALL DIP (20 - 49.9") & FITTINGS	200.0	LF
▪ INSTALL MJ RSGV (20.0 - 49.9")	1.0	EA
▪ INLETS (CURB)(TYPE P-1) <10'	1.0	EA
▪ INLETS (CURB)(TYPE P-5) <10'	3.0	EA
▪ INLETS (CURB)(TYPE P-5) >10'	3.0	EA
▪ INLETS (CURB)(TYPE F) <10'	4.0	EA
▪ MANHOLES (TYPE P-7)(PARTIAL)	4.0	EA
▪ MANHOLES, P-8, <10'	1.0	EA
▪ MANHOLES, P-8, >10'	3.0	EA
▪ MANHOLES, J-8, <10'	1.0	EA
▪ MANHOLES, J-8, >10'	1.0	EA
▪ ADJUST MANHOLE	4.0	EA
▪ ADJUST MANHOLE (UTILITIES)	3.0	EA
▪ ADJUST VALVE BOX (MDC ONLY)	9.0	EA
▪ PIPE CULVERT - 18"	364.0	LF
▪ PIPE CULVERT - 24"	216.0	LF
▪ PIPE CULVERT - 24" (ELLIPTICAL\OTHER)	19.0	LF

▪ FRENCH DRAIN 24"	647.0	LF
▪ REMOVAL OF EXISTING PAVEMENT	100.0	SY
▪ REGULAR EXCAVATION	1,100.0	CY
▪ SUBSOIL EXCAVATION	3,597.0	CY
▪ CHANNEL EXCAVATION	4,408.0	CY
▪ EMBANKMENT	7,026.5	CY
▪ REINFORCEMENT GRID	2,083.0	SY
▪ TYPE "B" STABILIZATION (12" THICK)	6,419.0	SY
▪ OPTIONAL BASE, BASE GROUP 06	6,484.0	SY
▪ TURNOUT CONSTRUCTION	440.0	SY
▪ SP ASPHALTIC CONCRETE (TRAFFIC C)	17.4	TN

Project Number: 018

Project Name:	T6396 – Krome Ave (54+21 – 109+00)
Owner:	Florida Department of Transportation
Contractor:	Horizon Contractors, Inc.
Contact:	Xavier Salvat, PE
Address:	8175 West 32nd Ave Hialeah, FL 33018
Phone:	305-345-7816
Fax:	305-820-0905
Completed:	Scheduled for December 2016
Contract Amount:	$3,489,368

Contract Scope:

▪ Clearing and Grubbing	1	LS
▪ Regular Excavation	3,837	CY
▪ Subsoil Excavation	73,025	CY
▪ Embankment	174,449	CY
▪ Type B Stabilization	54,596	SY
▪ Prepared Soil Layer	69,630	SY
▪ Optional Base, Base Group 02	9,131	SY
▪ Optional Base, Base Group 10	30,018	SY

Project Number: 019

Project Name:	Miscellaneous Drainage Repairs
Owner:	Interstate Screw Corp.
Owner:	Interstate Screw Corp.
Contact:	Dominick Menendez
Address:	475 West 18th Street Hialeah, FL 33010
Phone:	305-888-8700
Fax:	305-888-7081
Completed:	Scheduled for December 2016

Contract Amount: $4,375.00

Contract Scope:

- Miscellaneous Drainage Repairs 1 LS

Project Number: 020

Project Name:	Shenandoah Middle School Renovation
Owner:	Miami Dade County Public Schools
Contractor:	Thornton Construction Company, Inc.
Contact:	Dan Sheehy
Address:	4300 Biscayne Blvd Suite 207 Miami, FL 33137
Phone:	305-649-1995
Fax:	305-649-1295
Completed:	April 2016
Contract Amount:	$11,500.00

Contract Scope:

- Limerock Base 1 LS
- Superpave - Traffic Level C – 9.5 1 LS

Project Number: 021

Project Name:	Emergency Asphalt Repair at the Downtown Mover (TPSS)
Owner:	Miami Dade Transit
Contact:	Nury Perez
Address:	6601 NW 72nd Ave Miami, FL 33166
Phone:	305-884-7578
Fax:	305-884-7538
Completed:	January 2016
Contract Amount:	$9,850.00

Contract Scope:

- Asphalt Repair 1 LS

Project Number: 023

Project Name:	Drainage Improvements Project Multiple Sites
Owner:	Miami Dade County Public Works Department
Contact:	Felipe Monteagudo
Address:	111 NW 1st Street Suite 1410 Miami, FL 33128
Phone:	305-323-8192

Completed: Anticipated Completion June 2017

Contract Amount: $1,504,737.12

Contract Scope:

BARRICADES	18600	ED
ADVANCE WARNING ARROW PANEL	1050.0	ED
Sediment Barrier	600.0	LF
Inlet Protection System	91.0	EA
CLEARING AND GRUBBING	1.0	LS
RE-GRADE EXISTING SWALE	140.0	SY
FLOWABLE FILL	28.0	CY
BACKFILL EXISTING TRENCH WITH SELECT FILL	278.0	CY
MILLING - 1" Depth	4878.0	SY
ROADWAY PAVEMENT RESTORATION	2524.0	SY
INLET PAVEMENT	393.0	SY
Hot Mix Asphalt, Traffic C, SP-9.5	555.0	TN
Driveway Pavement-Asphalt	100.0	SY
Driveway Pavement-Concrete	20.0	SY
CLASS I CONCRETE	30.0	CY
SWALE INLET TYPE D-3 (36"Dia.)	37.0	EA
SWALE INLET TYPE D-3 (36"X36")	17.0	EA
SWALE INLET TYPE D-1 (17" X 27") (< 10' Deep)	14.0	EA
SWALE INLET TYPE P-10M	14.0	EA
SWALE INLET TYPE J-10	1.0	EA
POLLUTION RETARDANT BAFFLE	3.0	EA
MANHOLE (Type P-7T)	30.0	EA
CORE AND TIE TO EXIST. DRAINAGE	9.0	EA
MODIFY STRUCTURE-	17.0	EA
DESILT PIPE (0 TO 48")	1000.0	LF
Desilting Drainage Structure	12.0	EA
Pipe Culvert 15" Diameter (Round)	1541.0	LF
Pipe Culvert 18" Diameter (Round)	410.0	LF
French Drain (18" diameter pipe, 10 ft bls)	3445.0	LF
French Drain (18" diameter pipe, 15 ft bls)	380.0	LF
French Drain (18" diameter pipe, 20 ft. BLS)	550.0	LF
CONCRETE SIDEWALK [4" THICK,]	463.0	SY
CONCRETE SIDEWALK (6" Thick)	110.0	SY
DETECTABLE SURFACE	94.0	SF
RIP RAP (SAND CEMENT)	17.0	CY
SODDING-St Augustine	12520.0	SY
REFLECTIVE PAVEMENT MARKERS	25.0	EA
THERMOPLASTIC (White) (Solid) (12")	54.0	LF
THERMOPLASTIC (White) (Solid) (24")	200.0	LF
THERMOPLASTIC (Yellow) (Solid) (6")	450.0	LF

Project Number: 024

Project Name:	Joseph Caleb Center New Parking Garage
Owner:	Miami Dade County
Contractor:	ABC Construction, Inc.
Contact:	Jorge Gonzalez
Address:	7215 NW 7th Street Miami, FL 33126
Phone:	305-663-0322
Fax:	305-267-2403
Completed:	April 2017
Contract Amount:	$196,514.26

Contract Scope:

▪ Milling Existing Asphalt (1" AVG)	7505	SY
▪ Superpave - Traffic Level C – 9.5	489	TN
▪ Friction Course - Traffic Level C – 9.5	396	TN

Project Number: 025

Project Name:	SR 953 – Lejeune Rd from Almeria Ave to Majorca Ave
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	April 2017
Contract Amount:	$1,155,672.82

Contract Scope:

▪ MOBILIZATION	1	LS
▪ MAINTENANCE OF TRAFFIC	1	LS
▪ TRAFFIC CONTROL OFFICER	456	MH
▪ WORK ZONE SIGN	6650	ED
▪ BARRIER WALL, TEMPORARY, F&I, CONCRETE	185	LF
▪ CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	5900	ED
▪ CHANNELIZING DEVICE, TYPE III, 6'	570	ED
▪ ARROW BOARD / ADVANCE WARNING ARROW PANEL	440	ED
▪ TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	194	EA
▪ PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	388	ED
▪ TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	180	ED
▪ TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	180	ED

▪ INLET PROTECTION SYSTEM	19	EA
▪ LITTER REMOVAL	7.08	AC
▪ MOWING	1.8	AC
▪ MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING	1	LS
▪ MONITOR EXISTING STRUCTURES- VIBRATION MONITORING	1	LS
▪ CLEARING & GRUBBING 43349215201	1	LS
▪ DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 43349215201	1	LS
▪ REGULAR EXCAVATION (3-R PROJECTS ONLY) 43349215201	1	LS
▪ TYPE B STABILIZATION	532	SY
▪ PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	604	SY
▪ OPTIONAL BASE, BASE GROUP 11	478	SY
▪ MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	4398	SY
▪ SUPERPAVE ASPHALTIC CONC, TRAFFIC C	52.6	TN
▪ ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22, ARB	402.4	TN
▪ INLETS, CURB, TYPE 9, <10'	2	EA
▪ INLETS, GUTTER, TYPE S, <10'	1	EA
▪ MANHOLES, P-7, <10'	1	EA
▪ MANHOLE, ADJUST	10	EA
▪ PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	49	LF
▪ FRENCH DRAIN, 24"	120	LF
▪ CONCRETE CURB & GUTTER, TYPE F	880	LF
▪ CONCRETE CURB, TYPE D	616	LF
▪ CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	395	SY
▪ CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	36	SY
▪ DETECTABLE WARNINGS	116	SF
▪ PERFORMANCE TURF, SOD	427	SY
▪ IRRIGATION SYSTEM REPAIRS 43349215201	1	LS
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.324	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	0.077	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	540	LF
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	187	LF
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	190	LF
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	0.015	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	0.013	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	10	EA
▪ PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	27	EA
▪ PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.585	GM
▪ PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	28	LF

▪ PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.026	GM
▪ SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	18	AS
▪ SINGLE POST SIGN, RELOCATE	1	AS
▪ SINGLE POST SIGN, REMOVE	11	AS
▪ SIGN PANEL, RELOCATE, UP TO 12 SF	8	EA
▪ DELINEATOR, FLEXIBLE HIGH PERFORMANCE 48"	15	EA
▪ PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	38	SF
▪ PAINTED PAVEMENT MARKINGS, FINAL SURFACE 43349215201	1	LS
▪ THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	540	LF
▪ THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	187	LF
▪ THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	190	LF
▪ THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.013	GM
▪ THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	3	EA
▪ THERMOPLASTIC, STANDARD, WHITE, ARROW	22	EA
▪ THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	28	LF
▪ THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.026	GM
▪ THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	7	EA
▪ THERMOPLASTIC, PREFORMED, WHITE, ARROWS	5	EA
▪ THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.324	GM
▪ THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.077	GM
▪ THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	0.015	GM
▪ THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.585	GM
▪ THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	20	SF
▪ CONDUIT, FURNISH & INSTALL, OPEN TRENCH	458	LF
▪ CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	354	LF
▪ PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	12	EA
▪ LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	646	LF
▪ LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	4765	LF
▪ LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	6914	LF
▪ LUMINAIRE, RELOCATE	30	EA
▪ LUMINAIRE, REMOVE	60	EA
▪ POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	4	EA
▪ CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1178	LF
▪ SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI
▪ SIGNAL CABLE, REMOVE- INTERSECTION	1	PI
▪ PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	31	EA

▪ ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS
▪ ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	1	AS
▪ ELECTRICAL SERVICE WIRE, REMOVE	195	LF
▪ PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA
▪ PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE	1	EA
▪ ALUMINUM SIGNALS POLE, PEDESTAL	4	EA
▪ ALUMINUM SIGNALS POLE, REMOVE	2	EA
▪ STEEL MAST ARM,F&I, WIND SPEED-150,SINGLE ARM, W/0 LUMINAIRE-36	2	EA
▪ MAST ARM,F&I, WIND SPEED-150,SINGLE ARM,W/0 LUMINAIRE-46	2	EA
▪ MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTACHMENT	4	EA
▪ TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	3	AS
▪ TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	5	AS
▪ PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	4	AS
▪ PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	2	AS
▪ LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	6	EA
▪ LOOP ASSEMBLY- F&I, TYPE A	8	AS
▪ PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	4	EA
▪ TRAFFIC CONTROLLER ASSEMBLY, F&I, 170	1	AS
▪ TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	1	AS
▪ SYSTEM AUXILIARIES, F&I, MODEM	1	EA
▪ INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	4	EA
▪ LANDSCAPE COMPLETE- SMALL PLANTS 43349215201	1	LS
▪ LANDSCAPE COMPLETE- LARGE PLANTS 43349215201	1	LS
▪ VALVE BOXES, ADJUST	7	EA

Project Number: 026

Project Name:	Miami Dade Countywide Drainage Pushbutton
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	December 2018

Contract Amount: $848,713.00

Contract Scope:

- COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE 50 CY
- TRAFFIC CONTROL OFFICER 300 MH
- WORK ZONE SIGN 5000 ED
- BUSINESS SIGN 20 EA
- BARRIER WALL, TEMPORARY, F&I, CONCRETE 500 LF
- BARRIER WALL, TEMPORARY, F&I, TYPE K 500 LF
- CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD 6000 ED
- CHANNELIZING DEVICE, TYPE III, 6' 1025 ED
- CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE) 50 ED
- ARROW BOARD / ADVANCE WARNING ARROW PANEL 275 ED
- TEMPORARY RETROREFLECTIVE PAVEMENT MARKER 50 EA
- TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION 5 LO
- PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY 100 ED
- PAVEMENT MARKING REMOVABLE TAPE, WHITE OR BLACK,SOLID 1163 LF
- PAVEMENT MARKING REMOVABLE TAPE, YELLOW, SOLID 1513 LF
- SEDIMENT BARRIER 400 LF
- FLOATING TURBIDITY BARRIER 250 LF
- INLET PROTECTION SYSTEM 40 EA
- LITTER REMOVAL 1 AC
- MOWING 1 AC
- REMOVAL OF EXISTING CONCRETE PAVEMENT 200 SY
- REGULAR EXCAVATION 300 CY
- BORROW EXCAVATION, TRUCK MEASURE 600 CY
- LATERAL DITCH EXCAVATION 350 CY
- SUBSOIL EXCAVATION 200 CY
- EMBANKMENT 600 CY
- FLOWABLE FILL 100 CY
- EXCAVATION FOR STRUCTURES Excavation for Structures and Pipes 200 CY
- TYPE B STABILIZATION 150 SY
- OPTIONAL BASE, BASE GROUP 04 10 SY
- OPTIONAL BASE, BASE GROUP 09 1500 SY
- OPTIONAL BASE, BASE GROUP 11 1500 SY
- OPTIONAL BASE, BASE GROUP 13 250 SY
- MILLING EXIST ASPH PAVT, 1 AVG DEPTH 4000 SY
- MILLING EXIST ASPH PAVT, 1 1/2 AVG DEPTH 300 SY
- MILLING EXIST ASPH PAVT, 1 3/4 AVG DEPTH 300 SY
- SUPERPAVE ASPHALTIC CONC, TRAFFIC C 150 TN
- SUPERPAVE ASPHALTIC CONC, TRAFFIC D 20 TN

- SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22, PMA 60 TN
- ASPHALT CONCRETE FRICTION COURSE, FC-5, PG 76-22, ARB 40 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22, PMA 1 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22, PMA 5 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC D, FC-12.5, PG 76-22, PMA 5 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22, ARB 160 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-12.5, PG 76-22, ARB 40 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22, ARB 160 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22, ARB 20 TN
- MISCELLANEOUS ASPHALT PAVEMENT 20 TN
- CONCRETE CLASS II, CULVERTS 50 CY
- CONCRETE CLASS IV, CULVERTS 30 CY
- CONC CLASS IV, RETAINING WALLS 30 CY
- REINFORCING STEEL- RETAINING WALL 350 LB
- REINFORCING STEEL- MISCELLANEOUS 1000 LB
- INLETS, CURB, TYPE P-1, <10' 2 EA
- INLETS, CURB, TYPE P-5, <10' 6 EA
- INLETS, CURB, TYPE P-5, >10' 2 EA
- INLETS, CURB, TYPE P-5, PARTIAL 2 EA
- INLETS, CURB, TYPE P-5, MODIFY 2 EA
- INLETS, CURB, TYPE P-6, <10' 6 EA
- INLETS, CURB, TYPE P-6, >10' 1 EA
- INLETS, CURB, TYPE P-6, PARTIAL 2 EA
- INLETS, CURB, TYPE P-6, MODIFY 2 EA
- INLETS, CURB, TYPE J-5, <10' 2 EA
- INLETS, CURB, TYPE J-5, >10' 1 EA
- INLETS, CURB, TYPE J-6, <10' 2 EA
- INLETS, CURB, TYPE J-6, >10' 2 EA
- INLETS, DT BOT, TYPE C,<10' 1 EA
- INLETS, DT BOT, TYPE C,JBOT, <10' 2 EA
- INLETS, DT BOT, TYPE C, JBOT, >10' 1 EA
- INLETS, DT BOT, TYPE D, <10' 4 EA
- INLETS, DT BOT, TYPE D, >10' 2 EA
- INLETS, DITCH BOTTOM, TYPE F, PARTIAL 2 EA
- INLETS, DITCH BOTTOM, TYPE G, <10' 2 EA
- INLETS, DITCH BOTTOM, TYPE G, >10' 1 EA
- INLETS, DITCH BOTTOM, TYPE G, J BOT, <10' 2 EA

- INLETS, DITCH BOTTOM, TYPE G, J BOT, >10' 1 EA
- INLETS, GUTTER, TYPE V, <10' 4 EA
- INLETS, GUTTER, TYPE V, >10' 2 EA
- INLETS, GUTTER, TYPE V, J BOT, <10' 2 EA
- INLETS, GUTTER, TYPE V, J BOTTOM, >10' 2 EA
- MANHOLES, P-7, <10' 2 EA
- MANHOLES, P-7, >10' 4 EA
- MANHOLES, P-7, PARTIAL 2 EA
- MANHOLES, J-7, <10' 4 EA
- MANHOLES, J-7, >10' 2 EA
- MANHOLES, J-7, PARTIAL 2 EA
- INLETS, ADJUST 10 EA
- MANHOLE, ADJUST 10 EA
- VALVE BOXES, ADJUST 5 EA
- DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST 5 EA
- REPLACE GRATE 10 EA
- DESILTING PIPE, 0 - 24 Desilt in the Wet 273 LF
- DESILTING PIPE, 25 - 36 Desilt in Dry Condition 750 LF
- DESILTING PIPE, 37 - 48 Desilt in Dry Condition 400 LF
- DESILTING PIPE, 49 - 60 Desilt in the Wet 159 LF
- DESILTING PIPE, 61 OR GREATER Desilt in the Wet 400 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15S/CD 100 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18S/CD 500 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24S/CD 200 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 30S/CD 200 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 36S/CD 200 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 42S/CD 100 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 48S/CD 100 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 54S/CD 100 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 60S/CD 100 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15S/CD 50 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18S/CD 50 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER SHAPE-ELIP/ARCH, 24S/CD 50 LF
- U-ENDWALL, STD 261, 1:4 SLOPE, 18PIPE 4 EA
- PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE 20 CY
- TRENCH DRAIN, STANDARD 150 LF
- FRENCH DRAIN, 24 400 LF
- FRENCH DRAIN, 36 100 LF
- PIPE HANDRAIL - GUIDERAIL, STEEL 150 LF
- PIPE HANDRAIL - GUIDERAIL, ALUMINUM 150 LF
- CONCRETE CURB & GUTTER, TYPE F 600 LF

- CONCRETE CURB, TYPE D 100 LF
- VALLEY GUTTER- CONCRETE 100 LF
- SHOULDER CONCRETE BARRIER WALL, RIGID RETAINING 20 LF
- CONCRETE SIDEWALK AND DRIVEWAYS, 4 THICK 150 SY
- CONCRETE SIDEWALK AND DRIVEWAYS, 6 THICK 50 SY
- CONCRETE DITCH PAVEMENT, NON REINFORCED, 4 10 SY
- CONCRETE DITCH PAVEMENT, 4, REINFORCED 50 SY
- PAVERS, ARCHITECTURAL, SIDEWALK 150 SY
- DETECTABLE WARNINGS 8 SF
- GUARDRAIL -ROADWAY 100 LF
- SPECIAL GUARDRAIL POST 5 EA
- GUARDRAIL REMOVAL 100 LF
- FENCING, TYPE B, 5.1-6.0', STANDARD 200 LF
- FENCING, TYPE B, 5.1-6.0, RESET EXISTING 50 LF
- PERFORMANCE TURF 1000 SY
- PERFORMANCE TURF, SOD 1000 SY
- SINGLE POST SIGN, RELOCATE 5 AS
- SINGLE POST SIGN, REMOVE 5 AS
- MULTI- POST SIGN, F&I GROUND MOUNT, RELOCATE 5 AS
- MULTI- POST SIGN, REMOVE 5 AS
- OBJECT MARKER, TYPE 1 TWO # 04 5 EA
- RETRO-REFLECTIVE PAVEMENT MARKERS 100 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6 0.1 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8 0.1 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12 400 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18 600 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24 100 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6 WIDE 0.1 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6 0.2 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL 2 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS 5 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6 0.1 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18 20 LF

- PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID FOR PARKING LOT- ACCESSIBLE MARKINGS, 6 50 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 12 FOR CROSSWALK AND ROUNDABOUT 600 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 18 FOR DIAGONALS AND CHEVRONS 400 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 24 FOR STOP LINE AND CROSSWALK 50 LF
- THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6 0.1 GM
- THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL 5 EA
- THERMOPLASTIC, STANDARD, WHITE, ARROW 5 EA
- THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18 FOR DIAGONAL OR CHEVRON 100 LF
- THERMOPLASTIC, STANDARD, BLUE, SOLID,6 100 LF
- THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 8 0.1 GM
- THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SOLID, 8 0.1 GM
- THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6,10-30 SKIP OR 3-9 LANE DROP 0.1 GM
- THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS 50 SF
- LIGHT POLE COMPLETE, REMOVE 5 EA
- LUMINAIRE, REMOVE 5 EA
- CONDUIT, FURNISH & INSTALL, OPEN TRENCH 100 LF
- CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE 50 LF
- PULL & SPLICE BOX, F&I, 13 x 24 COVER SIZE 5 EA
- ALUMINUM SIGNALS POLE, PEDESTAL 5 EA
- ALUMINUM SIGNALS POLE, REMOVE 2 EA
- PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY 5 AS
- PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS 5 AS
- LOOP DETECTOR INDUCTIVE, F&I, TYPE 9 5 EA
- LOOP ASSEMBLY- F&I, TYPE A 5 AS
- PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD 10 EA
- TRAFFIC CONTROLLER ASSEMBLY, MODIFY 1 AS

Project Number: 027

Project Name: Bay Shore One Project – 1100 100th Street – Bay Harbor Island, FL

Owner: Thornton Construction

Contractor:	Thornton Construction
Contact:	Anthony Pasqualone
Address:	4300 Biscayne Blvd – Suite 207 Miami, FL 33137
Phone:	305-649-1995
Fax:	305-649-1295

Completed:	December 2016
Contract Amount:	$34,841.25

Contract Scope:

▪ MOBILIZATION	1	LS
▪ SITE CLEARING & GRUBBING	0.45	ACRE
▪ SILT FENCE	560	LF
▪ SUBSOIL EXCAVATION	1185	CY
▪ EARTH RAMP	1	LS
▪ LIMEROCK BASE	1	LS

Project Number: 028

Project Name:	CT A – Relocation of Onsite Utilities and Drainage
Owner:	Port of Miami

Contractor:	Central Florida Equipment Rentals, Inc. (Prime)
Contact:	Ana Depriest
Address:	9030 NW 97th Terrace Medley, FL 33178
Phone:	305-345-9039
Fax:	305-887-7804

Completed:	June 2017
Contract Amount:	$1,413,688.89

Contract Scope:

▪ UTILITIES		
▪ MOBILIZATION	1	LS
▪ 12 DIP WATER MAIN (L&E)	1	LS
▪ 6 DIP WATER MAIN (L&E)	1	LS
▪ FIRE HYDRANT w/ 6 GV & 4 BOLLARDS(L&E)	1	LS
▪ 12 BENDS (L&E)	1	LS
▪ 12 x 6 TEES (L&E)	1	LS
▪ 12 GATE VALVES	1	LS
▪ SANITARY SEWER MANHOLE	1	LS
▪ SANITARY SEWER CAPS	1	LS
▪ ASPHALT DEMO / RESTORATION	1	LS
▪ DRAINAGE		
▪ MOBILIZATION	1	LS
▪ CURB INLET TYPE 5, 6	1	LS

▪ MEDIAN BARRIER INLET, TYPE 3	1	LS
▪ CATCH BASIN	1	LS
▪ DRAINAGE MANHOLE	1	LS
▪ ADJUST MANHOLES	1	LS
▪ PIPE CULVERT OPTIONAL MATERIAL, 18	1	LS
▪ PIPE CULVERT OPTIONAL MATERIAL, 24	1	LS
▪ FRENCH DRAIN, 24	1	LS
▪ SPECIAL STRUCTURE, TWO CHAMBERED (6'x9.5'x9.5')	1	LS
▪ ASPHALT DEMO / RESTORATION	1	LS

Project Number: 029

Project Name:	Kendall Town Center (SW 96th Street and SW 157th Ave)
Owner:	Howard Hughes Corp.
Contractor:	Brightview Landscape Development
Contact:	Ariel Caballero
Address:	4155 East Mowry Dr. Homestead, FL 33033
Phone:	305-986-2249
Completed:	February 2017
Contract Amount:	$107,422.20

Contract Scope:

▪ MOBILIZATION	1.00	LS
▪ CLEARING AND GRUBBING	1.00	LS
▪ SURVEYING	1.00	LS
▪ EXCAVATION (4 AVERAGE DEPTH)	215.00	CY
▪ STABILIZED SUBGRADE	1250.00	SY
▪ SOD GRADING (5' EACH SIDE OF SIDEWALK)	2084.00	SY
▪ CONC. SIDEWALK (4 THK w/ 6X6 W2.9/W2.9 WWM)	1250.00	SY
▪ BENCH PADS (5' x 8')	4.00	EA
▪ SIDEWALK RAMP	1.00	LS
▪ GRADING	1.00	LS

Project Number: 030

Project Name:	Ballpark of the Palm Beaches
Owner:	Palm Beach County
Contractor:	Brightview Landscape Development
Contact:	Ariel Caballero
Address:	4155 East Mowry Dr. Homestead, FL 33033
Phone:	305-986-2249
Completed:	January 2017

Contract Amount: $214,397.29

Contract Scope:

▪ 4in THICK SIDEWALK w/ WELDED WIRE MESH	73976.00	SF
▪ LOADING DOCK (2 DOCKS - 6500 SF TOTAL)	1.00	LS
▪ FLUSH REINFORCED HEADER CURB	718.00	LF
▪ BATTING CAGE TUNNEL SLAB	7890.00	SF
▪ PUMP RENTAL - 2 DAILY RATE	2.00	DA
▪ PUMP RENTAL - 2 DAILY RATE	7.00	DA
▪ FLUSH REINFORCED HEADER CURB	705.00	LF
▪ 6in THICK SIDEWALK w/ WELDED WIRE MESH (COLOR)	2970.00	SF
▪ 8in THICK SIDEWALK w/ #4 O.C.E.W (COLOR)	1430.00	SF

Project Number: 031

Project Name: SR – 823 NW 57th Ave

Owner: Florida Department of Transportation

Contractor: Central Florida Equipment Rentals, Inc. (Prime)

Contact: Ana Depriest

Address: 9030 NW 97th Terrace
Medley, FL 33178

Phone: 305-345-9039

Fax: 305-887-7804

Completed: February 2017

Contract Amount: $11,912.00

Contract Scope:

▪ FINISH GRADE WORK	1	LS

Project Number: 032

Project Name: SR 874 Project

Owner: MDX – Miami Dade Expressway Authority

Contractor: The de Moya Group

Contact: Fabricio Cedillo

Address: 14600 SW 136th Street
Miami, FL 33186

Phone: 305-987-4097

Fax: 305-255-1935

Completed: December 2018

Contract Amount: $584,780.45

Contract Scope:

▪ MOBILIZATION	1.0	LS
▪ CLEARING AND GRUBBING	1.0	LS

▪ C&G - CONTROL STRUCTURE	1.0	EA
▪ C&G - DITCH BOTTOM INLET	10.0	EA
▪ C&G - ENDWALL	1.0	EA
▪ C&G - MANHOLE	2.0	EA
▪ C&G - FRENCH DRAIN 36	310.0	LF
▪ C&G - PIPE	210.0	LF
▪ CONCRETE CLASS I - ENDWALLS	1.00	EA
▪ INLETS, DT BOT, TYPE B, <10'	5.0	EA
▪ INLETS, DT BOT, TYPE D, MODIFY	2.0	EA
▪ INLETS, DT BOT, TYPE E, <10'	6.0	EA
▪ INLETS, DT BOT, TYPE E, PARTIAL	2.0	EA
▪ INLETS, BARRIER WALL, <10'	8.0	EA
▪ INLETS, BARRIER WALL, >10'	1.0	EA
▪ INLETS, BARRIER WALL, J BOT, <10'	3.0	EA
▪ INLETS, BARRIER WALL, J BOT, >10'	2.0	EA
▪ MANHOLES, P-7, <10'	6.0	EA
▪ MANHOLES, TYPE 7, PARTIAL	2.0	EA
▪ MANHOLES, J-7, <10'	1.0	EA
▪ MANHOLES, J-7, >10'	2.0	EA
▪ PIPE CULV, OPT MATL, ROUND, 18S/CD	1,379.0	LF
▪ PIPE CULV, OPT MATL, ROUND, 18S/CD	144.0	LF
▪ PIPE CULV, OPT MATL, ROUND, 24S/CD	793.0	LF
▪ PIPE CULV, OPT MATL, ROUND, 30S/CD	28.0	LF
▪ PIPE CULV, OPT MATL, ROUND, 36S/CD	20.0	LF
▪ FRENCH DRAIN, 24	1,006.0	LF
▪ 18 RCP CLASS IV	15.0	LF
▪ 18 RCP CLASS V	34.0	LF
▪ CLEAN\VIDEO PIPE (NEW PIPE ONLY)	2,269.0	LF
▪ CLEAN STRUCTURES	40.0	EA
▪ MOBILIZATION 24961435201	1.0	LS
▪ TEMP PAVEMENT (SUBGRADE & 6 BASE)	1.0	SY
▪ PULVERIZE EXISTING ASPHALT (4 MAX DEPTH)	16,685.0	SY
▪ REGULAR EXCAVATION	5,887.0	CY
▪ EMBANKMENT	4,885.0	CY
▪ TYPE B STABILIZATION	41,101.0	SY
▪ OPTIONAL BASE, BASE GROUP 06	41,101.0	SY
▪ CURB TYPE E, GRADING ONLY	727.0	LF
▪ CONC CURB & GUTR, F (4 LRB PAD & GRADING ONLY)	18,447.0	LF
▪ VALLEY GUTTER, 2' GRADING ONLY	2,021.0	LF
▪ TRAF SEP CONC, IV, 6' W (GRADING ONLY)	1.0	LF
▪ MED CONC BARRIER WALL (GRADING ONLY)	1.0	LF
▪ SIDEWALK 4 (GRADING ONLY)	8,998.0	SY
▪ SIDEWALK 6 (GRADING ONLY)	2,565.0	SY

- GUARDRAIL ?ROADWAY (GRADING ONLY) 1.0 LF
- FENCE B, 6' STANDARD (GRADING ONLY) 1.0 LF
- PERFORMANCE TURF,SOD, (GRADING ONLY) 5,406.0 SY

Project Number: 033

Project Name:	Turnpike (HEFT) from Eureka Drive to Killian Parkway
Owner:	Florida Department of Transportation
Contractor:	The de Moya Group
Contact:	Fabricio Cedillo
Address:	14600 SW 136th Street Miami, FL 33186
Phone:	305-987-4097
Fax:	305-255-1935
Completed:	April 2017
Contract Amount:	$17,241.00

Contract Scope:

- RIPRAP, SAND CEMENT 20 CY

Project Number: 035

Project Name:	West 31st Street and West 32nd Street from West 12th Ave to West 12th Ave to West 9th Avenue; West 11th Avenue and West 9th Avenue from West 30th Street to West 33rd Street
Owner:	City of Hialeah
Contractor:	Horizon Contractors, Inc.
Contact:	Jose M Sanchez
Address:	8175 West 32nd Ave – Bay 2 Hialeah, FL 33018
Phone:	305-216-8403
Fax:	305-820-0905
Completed:	July 2017
Contract Amount:	$580,593.75

Contract Scope:

- CONCRETE CURB AND GUTTER TYPE F 11,777.0 LF
- CONCRETE CURB TYPE D 1,650.0 LF
- CONCRETE VALLEY GUTTER (2') 1,177.0 LF
- CONCRETE SIDEWALK (4 THICK) 5,416.0 SY
- CONCRETE SIDEWALK (6 THICK) 6,267.0 SY

Project Number: 036

Project Name:	SR 5 (SE 2nd Ave) and SR 5 (US 1/Biscayne Blvd)
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138th Street – Bay 3 Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	December 2018
Contract Amount:	$3,499,047.23

Contract Scope:

- MOBILIZATION 41247375201 1 LS
- MOBILIZATION 41247375202 1 LS
- MOBILIZATION 41247395201 1 LS
- MAINTENANCE OF TRAFFIC 41247375201 1 LS
- MAINTENANCE OF TRAFFIC 41247375202 1 LS
- MAINTENANCE OF TRAFFIC 41247395201 1 LS
- SPECIAL DETOUR 1 41247395201 1 LS
- COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE 38 CY
- TRAFFIC CONTROL OFFICER 374 HR
- WORK ZONE SIGN 13446 ED
- BARRIER WALL, TEMPORARY, F&I, TYPE K 2166 LF
- BARRIER WALL, TEMPORARY, RELOCATE, TYPE K 2500 LF
- CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD 32492 ED
- CHANNELIZING DEVICE, TYPE III, 6' 6042 ED
- CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE) 34100 ED
- ARROW BOARD / ADVANCE WARNING ARROW PANEL 1638 ED
- TEMPORARY RETROREFLECTIVE PAVEMENT MARKER 246 EA
- TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION 32 LO
- PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY 1160 ED
- TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION 1680 ED
- TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION 1680 ED
- INLET PROTECTION SYSTEM 30 EA
- LITTER REMOVAL 33.97 AC
- MOWING 0.18 AC
- MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING 41247375202 1 LS
- MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING 41247395201 1 LS

- MONITOR EXISTING STRUCTURES- VIBRATION MONITORING 41247395201 1 LS
- CLEARING & GRUBBING 41247375202 1 LS
- CLEARING & GRUBBING 41247395201 1 LS
- REMOVAL OF EXISTING CONCRETE PAVEMENT 322 SY
- DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 41247375202 1 LS
- DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 41247395201 1 LS
- REGULAR EXCAVATION 1061 CY
- EMBANKMENT 10 CY
- TYPE B STABILIZATION 2389 SY
- PREPARED SOIL LAYER, FINISH SOIL LAYER, 6 149 SY
- REWORKING LIMEROCK BASE, 6 2177 SY
- OPTIONAL BASE, BASE GROUP 10 2211 SY
- ASPHALT TREATED PERMEABLE BASE 20 CY
- MILLING EXIST ASPH PAVT, 2 AVG DEPTH 6210 SY
- MILLING EXIST ASPH PAVT, 2 1/2 AVG DEPTH 7456 SY
- SUPERPAVE ASPHALTIC CONC, TRAFFIC C 1402 TN
- ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22 876.2 TN
- MISCELLANEOUS ASPHALT PAVEMENT 4.5 TN
- PLAIN CEMENT CONCRETE PAVEMENT, 10 178 SY
- PLAIN CEMENT CONCRETE PAVEMENT, 12 4 SY
- REINFORCED CEMENT CONCRETE PAVEMENT,6 8 SY
- CONCRETE CLASS II, CULVERTS 1 CY
- CONC CLASS IV, BULKHEAD 6.3 CY
- REINFORCING STEEL- MISCELLANEOUS 308 LB
- REINFORCING STEEL- BULKHEAD 274 LB
- INLETS, CURB, TYPE 9, <10' 6 EA
- INLETS, CURB, TYPE 9, J BOT, >10' 1 EA
- INLETS, CURB, TYPE 9, PARTIAL 1 EA
- INLETS, CURB, TYPE 9, MODIFY 2 EA
- INLETS, CURB. TYPE P-3, >10' 1 EA
- INLETS, CURB, TYPE P-5, <10' 1 EA
- INLETS, CURB, TYPE P-5, >10' 2 EA
- INLETS, CURB, TYPE P-6, <10' 3 EA
- INLETS, CURB, TYPE P-6, >10' 4 EA
- INLETS, CURB, TYPE J-6, <10' 1 EA
- INLETS, CURB, TYPE J-6, >10' 1 EA
- MANHOLES, P-7, >10' 5 EA
- MANHOLES, P-8, <10' 1 EA
- MANHOLES, J-7, <10' 2 EA
- MANHOLES, J-7, >10' 6 EA
- MANHOLES, J-8, PARTIAL 1 EA

- DRAINAGE MANHOLES, PROJECT 412473-9-52-02, J-7 6' x 10' WITH ADDITIONAL RISER AND WALL 1 EA
- DRAINAGE MANHOLES, PROJECT 412473-9-52-02, J-7 5' x 8.5' WITH ADDITIONAL RISER AND WALL 1 EA
- MANHOLE, ADJUST 1 EA
- MODIFY EXISTING DRAINAGE STRUCTURE 1 EA
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 12S/CD 24 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15S/CD 24 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18S/CD 327 LF
- PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24S/CD 804 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 30S/CD 119 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 42S/CD 9 LF
- PIPE CULVERT, OPT MATERIAL, ROUND, 48S/CD 47 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 15S/CD 37 LF
- PIPE CULVERT,OPTIONAL MATERIAL,OTHER-ELIP/ARCH, 18S/CD 22 LF
- PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 30S/CD 143 LF
- FLAP GATES, 0-24 1 EA
- FLAP GATES, 37-48 1 EA
- FLAP GATES, 49-60 1 EA
- TRENCH DRAIN, STANDARD 181 LF
- SHEET PILING STEEL, F&I PERMANENT 561 SF
- CONCRETE CURB & GUTTER, TYPE F 1805 LF
- CONCRETE CURB, TYPE D 36 LF
- CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH 119 SY
- CONCRETE SIDEWALK AND DRIVEWAYS, 4 THICK 709 SY
- CONCRETE SIDEWALK AND DRIVEWAYS, 6 THICK 427 SY
- PAVERS, ARCHITECTURAL, SIDEWALK 654 SY
- DETECTABLE WARNINGS 450 SF
- GUARDRAIL -ROADWAY, GENERAL TL-3 119 LF
- GUARDRAIL REMOVAL 124 LF
- GUARDRAIL END ANCHORAGE ASSEMBLY/END TREATMENT- PARALLEL 1 EA
- CRASH CUSHION 2 EA
- PERFORMANCE TURF, SOD 60 SY
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6 2.058 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8 0.291 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12 1745 LF

- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18 360 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24 1078 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6 WIDE 0.483 GM
- PAINTED PAVEMENT MARKING, STANDARD,WHITE, 3'-9' SKIP DROP LINE AND APPROACH TO TOLL PLAZA, 12 WIDE, 0.018 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6 0.188 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL 17 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS 38 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6 0.995 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8 0.166 GM
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18 507 LF
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6 0.032 GM
- POLLUTION CONTROL STRUCTURE WITH BAFFLE AND FILTER, 6' DIAMETER, PROJECT 412473-9-52-02 1 EA
- POLLUTION CONTROL STRUCTURE WITH BAFFLE AND FILTER, 8' DIAMETER, PROJECT 412473-9-52-02 1 EA
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247375201 1 LS
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247375202 1 LS
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395201 1 LS
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395202 1 LS
- SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF 43 AS
- SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF 1 AS
- SINGLE POST SIGN, RELOCATE 2 AS
- SINGLE POST SIGN, REMOVE 17 AS
- MULTI- POST SIGN, REMOVE 1 AS
- SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100 SF 4 EA
- SIGN PANEL, INSTALL, UP TO 12 SF 1 EA
- SIGN PANEL, REMOVE, UP TO 12 SF 2 EA
- SIGN PANEL, REMOVE, 101-200 SF 3 EA
- PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ISLAND NOSE 7 SF
- PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE 10 SF

- PAINTED PAVEMENT MARKINGS, FINAL SURFACE 41247375201 1 LS
- PAINTED PAVEMENT MARKINGS, FINAL SURFACE 41247395201 1 LS
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 8 FOR INTERCHANGE AND URBAN ISLAND 0.104 GM
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 12 FOR CROSSWALK AND ROUNDABOUT 775 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 18 FOR DIAGONALS AND CHEVRONS 360 LF
- THERMOPLASTIC, STANDARD, WHITE, SOLID, 24 FOR STOP LINE AND CROSSWALK 389 LF
- THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6 0.173 GM
- THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL 9 EA
- THERMOPLASTIC, STANDARD, WHITE, ARROW 35 EA
- THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18 FOR DIAGONAL OR CHEVRON 492 LF
- THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6 0.002 GM
- THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12 FOR CROSSWALK 777 LF
- THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24 FOR CROSSWALK 1286 LF
- THERMOPLASTIC, PREFORMED, WHITE, MESSAGE 9 EA
- THERMOPLASTIC, PREFORMED, WHITE, ARROW 3 EA
- THERMOPLASTIC, PREFORMED, MULTI COLOR ROUTE SHIELD 5 EA
- THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6 1.402 GM
- THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8 0.187 GM
- THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6,10-30 SKIP OR 3-9 LANE DROP 0.483 GM
- THERMOPLASTIC, STANDARD-OTHER SURFACES WHITE, SKIP, 12- APPROACH TO TOLL PLAZA OR 3-9 LANE DROP 0.018 GM
- THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6 0.42 GM
- THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 8 0.141 GM
- CONDUIT, FURNISH & INSTALL, OPEN TRENCH 293 LF
- CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE 450 LF
- PULL & SPLICE BOX, F&I, 13 x 24 COVER SIZE 7 EA
- LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6 3002 LF
- LIGHT POLE COMPLETE, F&I, WIND SPEED 150, POLE - 40' 1 EA

- LIGHT POLE COMPLETE, REMOVE 2 EA
- LOAD CENTER, F&I, SECONDARY VOLTAGE 1 EA
- LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD 3 EA
- LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, POLE TOP 9 EA
- POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL 6 EA
- LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, SINGLE ARM SHOULDER MOUNT, ALUMINUM, 30' 5 EA
- LIGHT POLE COMPLETE- SPECIAL DESIGN, RELOCATE 1 EA
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395203 1 LS
- CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE 1003 LF
- SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL 1 PI
- SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL 1185 LF
- SIGNAL CABLE, REMOVE- INTERSECTION 1 PI
- PULL & SPLICE BOX, F&I, 13 x 24 COVER SIZE 43 EA
- ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR 3 AS
- ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND 1 AS
- ELECTRICAL SERVICE WIRE, FURNISH & INSTALL 370 LF
- ELECTRICAL SERVICE WIRE, REMOVE 450 LF
- ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT 2 EA
- ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN 1 EA
- PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE 2 EA
- ALUMINUM SIGNALS POLE, PEDESTAL 6 EA
- ALUMINUM SIGNALS POLE, RELOCATE 1 EA
- ALUMINUM SIGNALS POLE, REMOVE 1 EA
- MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM,W/0 LUMINAIRE, 36-60 1 EA
- MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTACHMENT 2 EA
- TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY 8 AS
- TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY 2 AS
- TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN 2 AS
- TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION 2 AS
- VEHICULAR SIGNAL AUXILIARIES, REPAIR/REPLACE/RETROFIT- FURNISH & INSTALL, BACKPLATE- BLACK WITH REFLECT BORDER 2 EA
- VEHICULAR SIGNAL AUXILLIARIES, FRAME BOX, PROJECT 412473-7-52-02 4 EA

- PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY 6 AS
- PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS 2 AS
- PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN 2 AS
- LOOP DETECTOR INDUCTIVE, F&I, TYPE 9 2 EA
- LOOP ASSEMBLY- F&I, TYPE A 8 AS
- PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD 7 EA
- PEDESTRIAN DETECTOR, RELOCATE 1 EA
- PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN 5 EA
- TRAFFIC CONTROLLER ASSEMBLY, F&I, 170 1 AS
- TRAFFIC CONTROLLER ASSEMBLY, MODIFY 5 AS
- TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET 1 AS
- SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF 1 AS
- SINGLE POST SIGN, REMOVE 1 AS
- SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF 2 EA
- SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF 9 EA
- SIGN PANEL, REMOVE, UP TO 12 SF 5 EA
- INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF 2 EA
- INTERNALLY ILLUMINATED SIGN, RELOCATE 2 EA
- SIGN BEACON, F&I GROUND MOUNT- AC POWERED, TWO BEACONS 1 AS
- LANDSCAPE COMPLETE- SMALL PLANTS 41247395201 1 LS
- LANDSCAPE COMPLETE- LARGE PLANTS 41247375202 1 LS
- LANDSCAPE COMPLETE- LARGE PLANTS 41247395201 1 LS
- MANHOLE, ADJUST, UTILITIES 10 EA
- VALVE BOXES, ADJUST 26 EA
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247375601 1 LS
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395601 1 LS
- INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395602 1 LS
- UTILITY PIPE, F&I, PVC, WATER / SEWER, 5 - 7.9 15 LF
- UTILITY PIPE, F&I, PVC, WATER / SEWER, 8 -19.9 273 LF
- UTILITY PIPE, F&I, DI/CI, WATER / SEWER, 8 - 19.9 25 LF
- UTILITY PIPE,REMOVE & DISPOSE, 8-19.9 295 LF
- UTILITY FITTINGS, F&I, DI/CI, ELBOW, 8 - 19.9 4 EA
- UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, UNION, 10 1 EA

- UTILITY STRUCTURE, BELOW GROUND, F&I, WATER/SEWER, 0 - 80 FT3, 0 - 6' 1 EA
- UTILITY STRUCTURE, BELOW GROUND, ADJUST/MODIFY 1 EA
- UTILITY STRUCTURE, BELOW GROUND, REMOVE&DISPOSE CONTRACTOR TAKES OWNERSHIP 1 EA
- UTILITY FIXTURES, F&I, 8.0-19.9, TAPPING SADDLE/SLEEVE 2 EA
- LIFT STATION, SANITARY SEWER 1 EA

THE STOUT GROUP, LLC.

EQUIPMENT

EQUIP TYPE	MAINT. CODE	EQUIP CODE	YEAR	MAKE	MODEL	SERIAL NUMBER
Air Compressor	51807	AC-001	2006	Sullair	S185	200601110025
Curb Machine	51832	CM-001		Miller Formless	M1000	attachment: PWC00238
Dozer	51850	D-001	2016	Caterpillar	D5K2LGP	KY200678
Dump Truck	51815	DT-001	1995	Mack	CH612	1M1AA19Y2SW007600
Excavator	51833	E-002	2015	Caterpillar	335FLCR	KNE00410
Excavator	51838	E-003	2015	Komatsu	PC490LC-11	KMTPC251KFWA41139
Excavator - MINI	51849	E-004	2014	Caterpillar	308E2CR	FJX00265
Forklift	51822	FL-001		TCM	FG25N2ST	A21F25207
Loader	51816	L-001	2015	Volvo	L70G	L70G-614526
Loader	51820	L-002	2016	Volvo	L70H	L70H622396
Mobile Excavator	51823	ME-001	2002	Gradall	XL3100	*03133315
Paver	51806	PAV-001	2002	Mauldin	1750 C Crawler	1031
Paver	51840	PAV-002	2010	Mauldin	1750C	402J75TJS6Y202402
Paver	51845	PAV-003	2019	Caterpillar	AP555F	AP500278
Pickup	51801	P-001	2005	Ford	F250	1FTSX21555EA58674
Pickup	51802	P-002	2006	Ford	F250	1FDNF20526EA79500
Pickup	51804	P-003	2015	Chevrolet	Silverado 2500	1GC1KWE86FF197455
Pickup	51825	P-004	2009	Chevrolet	3500 HD CREW CAB	1GCJC73689F178382
Pickup	51826	P-005	2013	Chevrolet	3500 HD FLATBED	1GB3CZC88DF179096
Pickup	51827	P-006	2009	Chevrolet	3500 HD FLATBED	1GBJC74659E131545
Pickup	51842	P-007	2020	GMC	SIERRA 1500	1GTU9EET9LZ261845
Roller	51808	R-001	1998	Caterpillar	CB-214C	9XK00876
Roller	51839	R-002	2012	Caterpillar	CB64	CAT0CB64PDJM00359
Roller	51841	R-003	2008	Caterpillar	CB22	22000120
Roller	51846	R-004	2012	Caterpillar	CB-434D	CATCB434ECNH01302
Roller	51848	R-005	2014	Caterpillar	CS54B	L4H00434
Skid Steer	51809	SS-001	2015	Caterpillar	272DXHP	ETL00553
Skid Steer	51809	SS-001A	2015	Caterpillar	CATBA118C	CEPILLO
Skid Steer	51842	SS-002	2020	Caterpillar	229D3XE	BX901095
Soil Stabilizer	51835	SOIL-001	1995	CMI	RS425 4x4x4	526147
Street Sweeper	51847	STSW-001	2009	Johnston	Conti Street Sweeper	1J9VM4LF19C172071
Tack Sprayer	51819	T-001	2016	Mauldin	MT300	EQ0050842
Trailer	51803	TR-001	2014	Big Tex	14ET-18	16VEX1829E3055053
Trailer	51810	TR-002	2015	Carolina Trailer	25TN Paver Trailer	1C9DP2827G1804034
Trailer	51812	TR-003	2015	Carry-On Trailer	5X8 G	4YMUL0812FG063202
Trailer	51853	TR-004	2020		Asphalt Straightedge	NOVIN0201311849
Truck	51813	TK-001	2006	Ford	F750 XL Reel Truck	3FRXF75P26V347652
Truck	51814	TK-002	1987	Ford	L8000 FUEL&LUBE Truck	1FDYR82A5HVA21899
Truck	51844	TK-003	2011	Ford	F450 XL Mechanics TK	1FD0X4GT3BEA92211
Truck - MOT / Old STSW	51834	TK-004	2002	Sterling	SC8000	49HAADBV52DK27440
Truck - Tack	51852	TT-001	2020	Kenworth	Entyre Centennial	2NKHHM7XXLM420599
Van	51829	V-001	2017	Chevrolet	EXPRESS	1GCWGAFFXH1139095
Van	51830	V-002	2017	Chevrolet	EXPRESS	1GCWGAFF9H1115855
Van	51831	V-003	2018	Honda	ODYSSEY	5FNRL6H9XJB017928
Water Truck	51805	WT-001	2000	Sterling	L8513 - 2250 Gallon	2FWWMJBA0YAF29252
Water Truck	51818	WT-002	1999	Sterling	A9513 - 2000 Gallon	2FWWJWDB1XAB94044

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

Item No.	Estimated Quantity	Description	Total
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of Fifty thousand Dollars and zero Cents	$ 50,000.00
2.	525 LF	For selling and delivering to the City 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of Seventy Dollars and zero Cents	$ 36,750.00
3.	525 LF	For installing 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of two Hundred thirty Dollars and zero Cents	$ 120,750.00

Item No.	Estimated Quantity	Description	Total
4.	55 LF	For selling and delivering to the City 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of Seventy Dollars and zero Cents	$ 3850.00
5.	55 LF	For installing 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of six Hundred fifty Dollars and zero Cents	$ 35750.00
6.	3 Units	For selling and delivering to the City precast manholes, including rims and covers, for the installation of the 8" gravity sewer, the unit price of Four thousand Dollars and zero Cents	$ 12,000.00
7.	3 Units	For installing precast manholes, including rims and covers, according to plans for gravity sewers as per drawings, the unit price of Eleven thousand Dollars and zero Cents	$ 33,000.00
8.	Lump Sum	For making a connection of 8" gravity sewer to an existing sewer manhole at: NW 133rd Street (STA 11+62.58±) including core and drill, as shown on the Plans, complete, the price per lump sum of Ten Thousand Dollars and zero Cents	$ 10,000.00

Item No.	Estimated Quantity	Description	Total
9.	3 Units	For selling and delivering to the City 6" sanitary sewer cleanout assemblies, including rims and covers, the unit price of two thousand three hundred Dollars and zero Cents	$ 6900.00
10.	3 Units	For installing 6" sanitary sewer cleanout assemblies as per drawings, the unit price of Four thousand Dollars and zero Cents	$ 12,000.00
11.	Lump Sum	For plugging and grouting the existing sanitary sewer pipe, the lump sum price of Twenty Thousand Dollars and zero Cents.	$ 20,000.00
12.	290 CY	For the excavating of existing backfill material at the project site location, the price per cubic yard of thirty Dollars and zero Cents.	$ 8700.00
13.	65 CY (Contingent Item)	For furnishing and placing suitable Backfill required for gravity sewer placement, the price per cubic yard of Ninety Dollars and zero Cents.	$ 5850.00

Item No.	Estimated Quantity	Description	Total
14.	350 SY (Contingent Item)	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of Thirty ——— Dollars and zero ——— Cents.	$ 10500.00
15.	350 SY	For furnishing and installing limerock base for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of Forty ——— Dollars and zero ——— Cents.	$ 14000.00
16.	350 SY	For constructing for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of Fifty ——— Dollars and zero ——— Cents.	$ 17500.00
17.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of six thousand ——— Dollars and zero ——— Cents.	$ 6000.00

Item No.	Estimated Quantity	Description	Total
18.	410 SY (Contingent Item)	For restoring sodded area, the price per square yard of Fifteen Dollars and zero Cents.	$ 6150.00
19.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of thirty five thousand Dollars and zero Cents.	$ 35000.00
20.	1590 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of zero Dollars and one Cents.	$ 15.90
21.	290 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of zero Dollars and one Cents.	$ 2.90
22.	**Sub-Total – Bid Items 1 through 21**	$ 444,718.80	

Item No.	Estimated Quantity	Description	Total
23.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of Ten thousand — Dollars and zero — Cents.	$ 10,000.00
24.		For all cost of required permit fees, impact fees, if required by the Engineer, the sum of 5% of the Subtotal, Item 22 (0.05) x (Subtotal, Item 22) twenty two thousand two hundred thirty four Dollars and ninety four — Cents.	$ 22,235.94
25.		For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 22 (.10) x (Subtotal, Item 22) Forty four thousand four hundred seventy one Dollars and eighty eight — Cents.	$ 44,471.88
26.	**TOTAL BID – (Sum of Bid Item Nos. 22, 23, 24 and 25)**	$ 521,426.62	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH ~~23~~ 26): $ 521,426.62
(FIGURES)

Five Hundred twenty one Thousand Four Hundred and twenty six
Dollars and

Sixty two
Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

The Stout Group, LLC
FIRM NAME (PRINT)

BIDDER'S SIGNATURE

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

The Stout Group LLC

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

10850 NW 138 Street Bay 3

Requester's name and address (optional)

6 City, state, and ZIP code

Hialeah Gardens, FL 33018

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

4	5	–	5	3	1	2	1	1	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► Yvette Zuluaga **Date** ► 02-14-2023

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.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SANCHEZ, JOSE MARIA III

THE STOUT GROUP, LLC
10850 NW 138TH STREET
BAY #3
HIALEAH GARDENS FL 33018

LICENSE NUMBER: CGC1507974

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SANCHEZ, JOSE MARIA III

THE STOUT GROUP, LLC
10850 NW 138TH STREET
BAY #3
HIALEAH GARDENS FL 33018

LICENSE NUMBER: CUC1224022

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 26,2024

THE STOUT GROUP LLC
10850 NW 138TH STREET
MIAMI, FLORIDA 33018

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, ROADWAY SIGNING, SIDEWALK, LIFT STATION, SHEET PILING, UNDERGROUND UTILITIES (WATER AND SEWER), UNDERGROUND UTILITIES (ELECTRIC)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SANCHEZ, JOSE MARIA III

10850 NW 138 STREET
BAY #3
HIALEAH GARDENS FL 33018

LICENSE NUMBER: PE67764

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

004430

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7126469

BUSINESS NAME/LOCATION
THE STOUT GROUP LLC
10850 NW 138TH ST UNIT 3
HIALEAH GARDENS FL 33018–1162

RECEIPT NO.
RENEWAL
7403751

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
THE STOUT GROUP LLC
JOSE M SANCHEZ III MGR

Worker(s) 13

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
CUC1224022

PAYMENT RECEIVED BY TAX COLLECTOR
$54.00 09/15/2023
INT–23–457825

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

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

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

2023-24

004429

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7126451

BUSINESS NAME/LOCATION
THE STOUT GROUP LLC
10850 NW 138TH ST UNIT 3
HIALEAH GARDENS FL 33018–1162

RECEIPT NO.
RENEWAL
7403744

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
THE STOUT GROUP LLC
JOSE M SANCHEZ III MGR

Worker(s) 13

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1507974

PAYMENT RECEIVED BY TAX COLLECTOR
$54.00 09/15/2023
INT–23–457825

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

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

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

2023-24

005772

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7225032

BUSINESS NAME/LOCATION
THE STOUT GROUP LLC
10850 NW 138TH ST UNIT 3
HIALEAH GARDENS FL 33018–1162

RECEIPT NO.
RENEWAL
7509766

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
THE STOUT GROUP LLC
C/O JOSE M SANCHEZ

Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL ENGINEERING CONTRACTOR
E1400317

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 09/15/2023
INT–23–457825

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

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

For more information, visit

2023-24

State of Florida
Department of State

I certify from the records of this office that THE STOUT GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 23, 2012, effective May 18, 2012.

The document number of this limited liability company is L12000069574.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 20, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2023



Secretary of State

Tracking Number: 1071654107CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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 Jose M. Sanchez III (Name) the Manager (Title/Position) of The Stout Group, LLC (Company)

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

5/6/24
Date

Signature

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

1. This sworn statement is submitted The Stout Group, LLC
(name of entity submitting sworn statement) whose business address is
10850 NW 138th Street - #3, Hialeah Gardens, FL 33018
and (if applicable) its Federal Employer Identification Number (FEIN) is
45-5312119. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: 1.)

2. My name is Jose M Sanchez III and my
(Please print name of individual signing)

relationship to the entity named above is Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder's Name/Signature	The Stout Group, LLC	05/07/2024
	Company	Date

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Jose M. Sanchez III being first duly sworn, deposes and says that:

(1) He/She/They is/are the Manager
(Owner, Partner, Officer, Representative or Agent) of
The Stout Group, LLC the PROPONENT that has submitted the attached proposal;
(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
(3) Such Proposal is genuine and is not a collusive or sham Proposal;
(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Jose M. Sanchez III/Manager
Print Name and Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2023

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		CONTACT NAME:	Alain Bencomo	
Gil, Garden, Avetrani Insurance Group		PHONE (A/C, No, Ext):	(305) 630-4777	FAX (A/C, No): (305) 279-3022
10689 N. Kendall Drive		E-MAIL ADDRESS:	abencomo@ggaig.com	
Suite 208		INSURER(S) AFFORDING COVERAGE		NAIC #
Miami	FL 33176	INSURER A :	XL Insurance of America	24554
INSURED		INSURER B :	Greenwich Insurance Company	22322
The Stout Group LLC		INSURER C :	RIchmond National Insurance Company	17103
10850 NW 138TH Street Bay #3		INSURER D :	Wesco Insurance Company	25011
		INSURER E :	Federal Insurance Co.	20281
Hialeah Gardens	FL 33018	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL2352421051 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		NGL-1000327-04	07/14/2023	07/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			NBA-1000328-04	07/14/2023	07/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			RN-7-0326857	07/14/2022	07/14/2023	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CPW1001559	07/14/2023	07/14/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Inland Marine			45468715	07/14/2023	07/14/2024	Equipment Limit Deductible	$3,135,885 $5,000

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

BID IFB-21-003
CITY OF OPA-LOCKA is listed as an Additional Insured with respect to the General Liability when required by written contract.

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



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THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

Item No.	Estimated Quantity	Description	Total
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of 10,000 Dollars and 00 Cents	$ 10,000.00
2.	525 LF	For selling and delivering to the City 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of $59 Dollars and 28 Cents	$ $31,122.00
3.	525 LF	For installing 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of $69 Dollars and 09 Cents	$ 36,272.25

Item No.	Estimated Quantity	Description	Total
4.	55 LF	For selling and delivering to the City 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of $93 Dollars and 77 Cents	$ 5,157.35
5.	55 LF	For installing 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of $73 Dollars and 28 Cents	$4,030.40
6.	3 Units	For selling and delivering to the City precast manholes, including rims and covers, for the installation of the 8" gravity sewer, the unit price of 2,159 Dollars and 41 Cents	$6,478.23
7.	3 Units	For installing precast manholes, including rims and covers, according to plans for gravity sewers as per drawings, the unit price of 4,550 Dollars and 00 Cents	$13,650.00
8.	Lump Sum	For making a connection of 8" gravity sewer to an existing sewer manhole at: NW 133rd Street (STA 11+62.58±) including core and drill, as shown on the Plans, complete, the price per lump sum of 2,500 Dollars and 00 Cents	$ 2,500.00

Item No.	Estimated Quantity	Description	Total
9.	3 Units	For selling and delivering to the City 6" sanitary sewer cleanout assemblies, including rims and covers, the unit price of 1,239 Dollars and 38 Cents	$ 3,718.14
10.	3 Units	For installing 6" sanitary sewer cleanout assemblies as per drawings, the unit price of 1,343 Dollars and 33 Cents	$4,030.00
11.	Lump Sum	For plugging and grouting the existing sanitary sewer pipe, the lump sum price of 2,500 Dollars and 00 Cents.	$2,500.00
12.	290 CY	For the excavating of existing backfill material at the project site location, the price per cubic yard of 23 Dollars and 00 Cents.	$6,670.00
13.	65 CY (Contingent Item)	For furnishing and placing suitable Backfill required for gravity sewer placement, the price per cubic yard of 41 Dollars and 54 Cents.	$ 2,700.00

Item No.	Estimated Quantity	Description	Total
14.	350 SY (Contingent Item)	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of 8 Dollars and 00 Cents.	$2,800.00
15.	350 SY	For furnishing and installing limerock base for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of 24 Dollars and 00 Cents.	$8,400.00
16.	350 SY	For constructing for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of 36 Dollars and 40 Cents.	$12,740.00
17.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of 2,300 Dollars and Cents.	$2,300.00

Item No.	Estimated Quantity	Description	Total
18.	410 SY (Contingent Item)	For restoring sodded area, the price per square yard of 8 Dollars and 50 Cents.	$3,485.00
19.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of _____ Dollars and _____ Cents.	$ 5,000.00
20.	1590 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of 20 Dollars and _____ Cents.	$ 31,800.00
21.	290 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of 50 Dollars and _____ Cents.	$ 14,500.00
22.	**Sub-Total – Bid Items 1 through 21**	$ 209,853.37	

Item No.	Estimated Quantity	Description	Total
23.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of _____ Dollars and_____Cents.	$ 12,500.00
24.		For all cost of required permit fees, impact fees, if required by the Engineer, the sum of 5% of the Subtotal, Item 22 (0.05) x (Subtotal, Item 22) _____ Dollars and_____Cents.	$ 10,492.50
25.		For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 22 (.10) x (Subtotal, Item 22) _____ Dollars and_____Cents.	$ 20,985.00
26.	**TOTAL BID – (Sum of Bid Item Nos. 22, 23, 24 and 25)**	$ 253,830.87	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 23): $ 253,830.87
(FIGURES)

Two hundred Fifty-Three Thousand Eight hundred Thirty and Eighty-Seven hundredth Dollars and Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

Osvaldo Claro
FIRM NAME (PRINT)

BIDDER'S SIGNATURE

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JEREZ, JOSE ANGEL

MASTER ROAD FINISHERS CORP
18400 SW 202 STREET
MIAMI FL 33187

LICENSE NUMBER: CUC1225161

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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 Osvaldo Claro (Name) the President (Title/Position) of Master Road Finishers (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.

5/7/24
Date

Signature

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Osvaldo Claro being first duly sworn, deposes and says that:

(1) He/She/They is/are the Owner (Owner, Partner, Officer, Representative or Agent) of Master Road Finishers 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:

Liliana Delgado — By: _____

Witness — Signature

Sonia Carrara

Witness

Osvaldo Claro - President.

Print Name and Title

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MASTER ROAD FINISHERS CORP.

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

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

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

18400 SW 202 ST

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI FL 33187

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

4	7	–	2	6	7	4	8	9	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** [signature] **Date** 01-01-2024

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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: Osvaldo Claro

Title: President

Sworn and subscribed before this

7th day of May, 2024

Notary Public, State of Florida

Lilianis Delgado
(Printed Name)

My commission expires: 9/4/27

Notary Public State of Florida
Lilianis Delgado
My Commission HH 439662
Expires 9/4/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2024

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

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

PRODUCER		CONTACT NAME: Kristal Massana	
GGA Insurance Group		PHONE (A/C, No, Ext): (305) 630-4777	FAX (A/C, No): (305) 279-3022
10689 N. Kendall Drive		E-MAIL ADDRESS: kmassana@ggaig.com	
Suite 208		INSURER(S) AFFORDING COVERAGE	NAIC #
Miami	FL 33176	INSURER A : XL Insurance of America	
INSURED		INSURER B : AmTrust North America, Inc	
Master Road Finishers, Corp.		INSURER C : The Ohio Casualty Insurance Company	24074
18400 SW 202 Street		INSURER D :	
		INSURER E :	
Miami	FL 33187	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2392721653 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		NGL-1000333-04	05/19/2023	05/19/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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 [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			NBA-1000502-04	05/19/2023	05/19/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC1035692	10/01/2023	10/01/2024	[X] 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
C	Inland Marine			BMO59837403	05/19/2023	05/19/2024	Limit	$770,026
							Deductible	$1,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- **A. Temporary Substitute Auto Physical Damage**
- **B. Who Is An Insured**
  - **1. Broad Form Insured**
  - **2. Employees As Insureds**
  - **3. Additional Insured By Contract, Agreement or Permit**
  - **4. Employee Hired Autos**
- **C. Supplementary Payments**
- **D. Amended Fellow Employee Exclusion**
- **E. Physical Damage Coverage**
  - **1. Rental Reimbursement**
  - **2. Extra Expense – Broadened Coverage**
  - **3. Personal Effects Coverage**
  - **4. Lease Gap**
  - **5. Glass Repair – Waiver Of Deductible**
- **F. Physical Damage Coverage Extensions**
  - **1. Additional Transportation Expense**
  - **2. Hired Auto Physical Damage**
- **G. Business Auto Conditions**
  - **1. Notice Of Occurrence**
  - **2. Waiver Of Subrogation**
  - **3. Unintentional Failure To Disclose Hazards**
  - **4. Primary Insurance**
- **H. Bodily Injury Redefined**
- **I. Extended Cancellation Condition**

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A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item **(2)** is deleted and replaced by the following:

(2) Up to $3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item **(4)** is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

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(1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

(2) Thirty (30) days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) $50 any one day per private passenger "auto";
$100 any one day per truck;
$1,500 any one period per private passenger "auto";
$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.

d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

3. Personal Effects Coverage

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. Lease Gap

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

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5. Glass Repair – Waiver Of Deductible

No deductible applies to glass damage if the glass is repaired rather than replaced.

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and **b.** are amended to provide a limit of $50 per day and a maximum limit of $1,000.

2. Hired Auto Physical Damage

The following section is added:

Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" for physical damage coverage. The most we will pay for each covered "auto" is the lesser of:

(1) the actual cash value;

(2) the cost for repair or replacement; or

(3) $50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered "auto" a deductible of $100 for Comprehensive Coverage and $1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an "employee" to your workers' compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under such contract with that person or organization.

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SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. "Bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

Item No.	Estimated Quantity	Description	Total
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of ten thousand, five hundred. eighty nine Dollars and twenty five. Cents	$10,589.25
2.	525 LF	For selling and delivering to the City 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of Fifteen thousand, nine hundred seventy three. Dollars and thirty six Cents	$15,973.36.
3.	525 LF	For installing 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of One hundred four thousand, eight hundred sixteen Dollars and twenty five. Cents	$104,816.25

Item No.	Estimated Quantity	Description	Total
9.	3 Units	For selling and delivering to the City 6" sanitary sewer cleanout assemblies, including rims and covers, the unit price of three Thousand, four hundred ninety five Dollars and Sixty nine Cents	$ 3495.69
10.	3 Units	For installing 6" sanitary sewer cleanout assemblies as per drawings, the unit price of nine thousand, seventy five Dollars and Zero. Cents	$ 9075.00
11.	Lump Sum	For plugging and grouting the existing sanitary sewer pipe, the lump sum price of thirteen thousand, four hundred sixty seven Dollars and thirty Cents.	$ 13,467.30
12.	290 CY	For the excavating of existing backfill material at the project site location, the price per cubic yard of three thousand, five hundred. nine Dollars and Zero. Cents.	$ 3509.00.
13.	65 CY (Contingent Item)	For furnishing and placing suitable Backfill required for gravity sewer placement, the price per cubic yard of three thousand, nine hundred thirty two. Dollars and Fifty Cents.	$ 3932.50.

Item No.	Estimated Quantity	Description	Total
4.	55 LF	For selling and delivering to the City 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of Three thousand, seventy six Dollars and Twenty one. Cents	$ 3076.21
5.	55 LF	For installing 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of Eight thousand, six hundred fifty one Dollars and Fifty Cents	$ 8651.50
6.	3 Units	For selling and delivering to the City precast manholes, including rims and covers, for the installation of the 8" gravity sewer, the unit price of Five thousand, four hundred eighty five Dollars and twenty four. Cents	$ 5485.24
7.	3 Units	For installing precast manholes, including rims and covers, according to plans for gravity sewers as per drawings, the unit price of Nineteen thousand, nine hundred sixty five Dollars and Zero Cents	$ 19,965.00
8.	Lump Sum	For making a connection of 8" gravity sewer to an existing sewer manhole at: NW 133rd Street (STA 11+62.58±) including core and drill, as shown on the Plans, complete, the price per lump sum of One thousand, three hundred thirty one Dollars and Zero. Cents	$ 1331.00

Item No.	Estimated Quantity	Description	Total
14.	350 SY (Contingent Item)	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of Seven thousand, Four hundred seventeen Dollars and Sixty Cents.	$ 7417.60
15.	350 SY	For furnishing and installing limerock base for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of Seven thousand, four hundred seven. Dollars and two. Cents.	$ 7407.02.
16.	350 SY	For constructing for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of Ten thousand, Four hundred thirty Dollars and Eighty one. Cents.	$ 10,436.81
17.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of Four thousand, eight hundred Dollars and Fourty Zero. Cents.	$ 4840.00.

Item No.	Estimated Quantity	Description	Total
18.	410 SY (Contingent Item)	For restoring sodded area, the price per square yard of Five thousand, six hundred Sixty five Dollars and Fourty six Cents.	$ 5665.46
19.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of Four thousand, two hundred thirty five Dollars and Zero Cents.	$ 4235.00
20.	1590 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of twelve thousand, three hundred FIFty one. Dollars and Fourty Four. Cents.	$ 12135l.44
21.	290 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of Fwe thousand, two hundred. sixty three Dollars and Fifty Cents.	$ 5263.50
22.	**Sub-Total – Bid Items 1 through 21**	$ 260,978.13	

Item No.	Estimated Quantity	Description	Total
23.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of Nine thousand, nine hundred eighty four Dollars and twenty five Cents.	$ 9984.25
24.		For all cost of required permit fees, impact fees, if required by the Engineer, the sum of 5% of the Subtotal, Item 22 (0.05) x (Subtotal, Item 22) thirteen thousand, Fourty eight Dollars and Ninety Cents.	$ 13,048.90
25.		For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 22 (.10) x (Subtotal, Item 22) twenty six thousand, ninety seven Dollars and eighty one. Cents.	$ 26,097.81
26.	**TOTAL BID – (Sum of Bid Item Nos. 22, 23, 24 and 25)**	$ 310,109.09.	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 23): $ 270,962.38
(FIGURES)

Two thousand. seventy, nine hundred sixty two Dollars and

Thirty eight Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

A.C. Trench. Corp.
FIRM NAME (PRINT)

BIDDER'S SIGNATURE

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: A C Trench Corp.

   Address: 14905 SW 80 st Apt 217.

   City, State, Zip: Miami, FL 33193 Phone/Fax: (786) 537-2575

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

3. If Corporation, state:
   Date of Incorporation: 2008. State in which Incorporated: FL.

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

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

   Arief Canals/President — April 2008.

6. The length of time in business: 12. years

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

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

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

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

RFP NO: 24-0507200

BID BOND

PROJECT NAME: Sanitary Sewer Gravity Main Relocation Along 133rd Street

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we,
AC Trench Corp

_____, as Principal, and
The Ohio Casualty Insurance Company

_____, as Surety, are held and firmly bound unto the City of Opa- Locka, a municipal corporation of the State of Florida in the sum of
Five Percent of Amount Bid Dollars ($ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated May 7, 2024 for the RFP No. 24-0507200 - Sanitary Sewer Gravity Main Relocation Along 133rd Street Project.

WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the PROPONENT would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written Notice of Award.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written Notice of Award, enters into a written Contract with the City of Opa-Locka and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Opa-Locka and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 7th day of May, 2024, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

AC Trench Corp

(Seal)

By: _____
(Individual or Partnership Principal)

_____

14905 SW 80 ST., Apt. 217
(Business Address)

Miami, FL 33193
(City/State/Zip)

786.537.2575
(Business Phone)

ATTEST:

_____
Secretary Claudia Diaz

The Ohio Casualty Insurance Company
(Corporate Surety)*

By: _____
Eduardo A. Menendez Attorney-in-Fact & FL Res Agent

*Impress Corporate Surety Seal

IMPORTANT Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201665-975699**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ileana M. Bauza; William F. Kleis; Eduardo A. Menendez; Davor I. Mimica; William L. Parker

all of the city of Miami state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of July, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of May, 2024.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CANALS, ARIEL DAMIAN

AC TRENCH, CORP.
14905 SW 80 ST
APT 217
MIAMI FL 33193

LICENSE NUMBER: CUC1225798

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

005132

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7331745

BUSINESS NAME/LOCATION

AC TRENCH CORP
14905 SW 80TH ST APT 217
MIAMI FL 33193–3136

RECEIPT NO.

RENEWAL
7623685

EXPIRES

SEPTEMBER 30, 2024

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

OWNER

AC TRENCH CORP
C/O ARIEL DAIAN CANALS QUALIFIER

SEC. TYPE OF BUSINESS

196 SPECIALTY ENGINEERING CONTRACT
CUC1225798

PAYMENT RECEIVED BY TAX COLLECTOR

$75.00 08/09/2023
INT–23–423252

Worker(s) 2

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

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

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

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 12, 2024
Secretary of State
0348207505CC

DOCUMENT# P08000034480

Entity Name: AC TRENCH, CORP.

Current Principal Place of Business:

14905 SW 80 STREET
217
MIAMI, FL 33193

Current Mailing Address:

14905 SW 80 STREET
217
MIAMI, FL 33193 US

FEI Number: 26-2375558

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CANALS, ARIEL D
14905 SW 80TH ST
217
MIAMI, FL 33193 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	CANALS, ARIEL D
Address	14905 SW 80 STREET APT 217
City-State-Zip:	MIAMI FL 33193

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ARIEL CANALS PRESIDENT 04/12/2024

Electronic Signature of Signing Officer/Director Detail — Date

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Ariel Canals. being first duly sworn, deposes and says that:

(1) He/She/They is/are the Ariel Canals. / President.
(Owner, Partner, Officer, Representative or Agent) of
A.C. Trench Corp. the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: Signature

Ariel Canals.
Print Name and 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 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: A.C. Trench Corp.

Authorized Signature:

Print Name: Ariel Canals.

Title: President / owner.

Date: May 6th, 2024.

E-VERIFY

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

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: Arief Canals.

Title: President / Owner.

Sworn and subscribed before this

6th day of May, 2024

Notary Public, State of Florida

MAYRA QUINONES

(Printed Name)

My commission expires: 10/17/2025

Notary Public State of Florida
Mayra E Quinones
My Commission HH 146916
Expires 10/17/2025

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 Arief Canals. the
(Name)
President of AL Trench. Corp.
(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.

5/6/2024
Date

Signature

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: Baco Engineering Contractor.
Address: 6801 Lakeworth Rd Suite 331
City/State/Zip: Greenacres, FL 33467
Contact: Julio Corena
Title: President
Email Address: jcorena@bacoengcon.com
Telephone: (728) 201-9918
Scope of Work: (5011 Pine Tree Dr Miami Beach) Sanitary sewer gravity main extention.
Description of Services Provided: Excavation, pipe instalation, manholes instalation, sanitary sewer gravity line.

2) Name of Client Entity: Candela Developers INC.
Address: 14011 SW 20st.
City/State/Zip: Miami, FL 33175
Contact: Daniel Abreu
Title: President / Owner.
Email Address: daniel@buildcandela.com
Telephone: (305) 345-7475
Scope of Work: Civil job (Utilities) NW Self Storage
Description of Services Provided: Water, sewer and drainge instalation.

3) Name of Client Entity: City of Opa-locka.
Address: 780 Fisherman st, 4th floor.
City/State/Zip: Opa-locka, FL 33054
Contact: Kenneth Thomas
Title: Supervisor
Email Address: Kthomas@opalockafl.gov.
Telephone: (786) 578-2537
Scope of Work: Lift station #11C - 12" Plug valve.
Description of Services Provided: Replacemt. of plug valve.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2024

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

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

PRODUCER	CONTACT NAME: CATHY	
Insurance for Less Inc 14750 SW 26 St Suite 115 Miami FL 33185	PHONE (A/C, No, Ext): (305) 380-8350	FAX (A/C, No): (305) 380-8352
	E-MAIL ADDRESS: anniepita1220@gmail.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GRANADA INS. CO	
	INSURER B : AMTRUST	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Ac Trench corp 14905 SW 80 St 217 Miami FL 33193

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		0185FL00157996	06/11/2023	06/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1.000.000 $ 100.000 $ 5.000 $ 1.000.000 $ 2.000.000 $ 2.000.000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			965795242	02/23/2024	08/23/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ 100.000 $ 300.000 $ 100.000 $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
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		TWC4277205	06/25/2023	06/25/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100.000 $ 100.000 $ 500.000

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

CERTIFICATE HOLDER	CANCELLATION
City Of Opa -Locka 780 Fisherman St, 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 Ana Pitaluga

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

ARIEL.D.CANALS

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

AC TRENCH CORP

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.

14905 SW 80 St apt 217

Requester's name and address (optional)

6 City, state, and ZIP code

Miami, FL 33193

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

2	6	–	2	3	7	5	5	5	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► *Ariel Canals* **Date** ► 3/27/2024

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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 Ariel Canals

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

See attached Bid Form Proposal

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

Item No.	Estimated Quantity	Description	Total
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of Fifty Thousand Dollars and Zero Cents	$ 40,000.00
2.	525 LF	For selling and delivering to the City 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of Twenty One Dollars and Zero Cents	$ 11,025.00
3.	525 LF	For installing 8" PVC (C-900) pipe and fittings for Gravity Sewer, the price per lineal foot of One Hundred Twenty Six Dollars and Zero Cents	$ 66,150.00

Item No.	Estimated Quantity	Description	Total
4.	55 LF	For selling and delivering to the City 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of Thirteen Dollars and Zero Cents	$ 715.00
5.	55 LF	For installing 6" PVC (C-900) Gravity Sewer pipe and fittings for sanitary laterals, the price per lineal foot of One Hundred Twenty Six Dollars and Zero Cents	$ 6,930.00
6.	3 Units	For selling and delivering to the City precast manholes, including rims and covers, for the installation of the 8" gravity sewer, the unit price of Two Thousand Eight Hundred Dollars and Zero Cents	$ 8,400.00
7.	3 Units	For installing precast manholes, including rims and covers, according to plans for gravity sewers as per drawings, the unit price of Three Thousand Five Hundred Dollars and Zero Cents	$ 10,500.00
8.	Lump Sum	For making a connection of 8" gravity sewer to an existing sewer manhole at: NW 133rd Street (STA 11+62.58±) including core and drill, as shown on the Plans, complete, the price per lump sum of Four Thousand Six Hundred Dollars and Zero Cents	$ 4,600.00

Item No.	Estimated Quantity	Description	Total
9.	3 Units	For selling and delivering to the City 6" sanitary sewer cleanout assemblies, including rims and covers, the unit price of One Thousand Five Hundred Dollars and Zero Cents	$ 4,500.00
10.	3 Units	For installing 6" sanitary sewer cleanout assemblies as per drawings, the unit price of Five Hundred Fifty Dollars and Zero Cents	$ 1,650.00
11.	Lump Sum	For plugging and grouting the existing sanitary sewer pipe, the lump sum price of Twelve Thousand Dollars and Zero Cents.	$ 12,000.00
12.	290 CY	For the excavating of existing backfill material at the project site location, the price per cubic yard of Twenty Five Dollars and Zero Cents.	$ 7,250.00
13.	65 CY (Contingent Item)	For furnishing and placing suitable Backfill required for gravity sewer placement, the price per cubic yard of Forty Five Dollars and Zero Cents.	$ 2,925.00

Item No.	Estimated Quantity	Description	Total
14.	350 SY (Contingent Item)	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of Eighteen Dollars and Zero Cents.	$ 6,300.00
15.	350 SY	For furnishing and installing limerock base for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of Thirty Eight Dollars and Fifty Cents.	$ 13,475.00
16.	350 SY	For constructing for Type "I" permanent paving repairs as per details provided in plans, the price per square yard of Twenty Three Dollars and Zero Cents.	$ 8,050.00
17.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of Three Thousand Dollars and Zero Cents.	$ 3,000.00

Item No.	Estimated Quantity	Description	Total
18.	410 SY (Contingent Item)	For restoring sodded area, the price per square yard of Twelve Dollars and Zero Cents.	$ 4,920.00
19.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of Fourteen Thousand Dollars and Zero Cents.	$ 14,000.00
20.	1590 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of Twenty Three Dollars and Zero Cents.	$ 36,570.00
21.	290 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of Sixty Five Dollars and Zero Cents.	$ 18,850.00
22.	**Sub-Total – Bid Items 1 through 21**	$ 281,810.00	

Item No.	Estimated Quantity	Description	Total
23.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of Nine Thousand Dollars and Zero Cents.	$ 9,000.00
24.		For all cost of required permit fees, impact fees, if required by the Engineer, the sum of 5% of the Subtotal, Item 22 (0.05) x (Subtotal, Item 22) Fourteen Thousand Ninety Dollars and Fifty Cents.	$ 14,090.50
25.		For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 22 (.10) x (Subtotal, Item 22) Twenty Eight Thousand One Hundred Eighty One Dollars and Zero Cents.	$ 28,181.00
26.	**TOTAL BID – (Sum of Bid Item Nos. 22, 23, 24 and 25)**	$ 333,081.50	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 23): $ 333,081.50
(FIGURES)

Three Hundred Thirty Three Thousand Eighty One Dollars and

Fifty Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

Adalberto Morejon
FIRM NAME (PRINT)

BIDDER'S SIGNATURE

ABSOLUTE CONSTRUCTION SERVICES - BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Absolute Construction Services, Inc.
18541 SW 43rd Street
Miramar, FL 33029

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Sanitary Sewer Gravity Main Relocation Along 133rd Street Contract No. RFP NO: 24-0507200

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May, 2024

(Witness) Marina Martinez

(Witness) Cheri Ritz

Absolute Construction Services, Inc.
(Principal) *(Seal)*

By: Adalberto Morejon
(Title) President

Hudson Insurance Company
(Surety) *(Seal)*

By: Pamela M Anderson
(Title) Pamela M. Anderson Attorney-in-Fact

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

S-0054/AS 8/10

HUDSON INSURANCE GROUP®

Bond Number: Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Pamela M. Anderson
of the State of PA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.

seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis No. 01MU6067553
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 2022 before me personally came Michael P Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
NOTARY PUBLIC
STATE OF NEW YORK

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

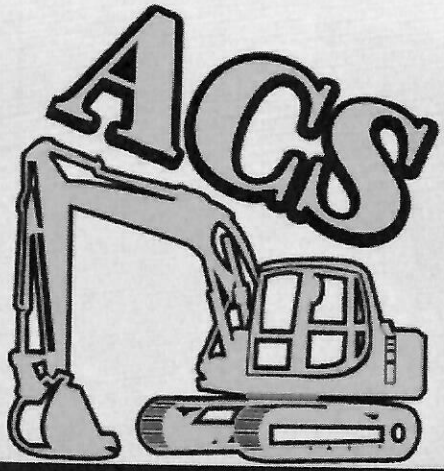
THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 7th day of May, 2024.

seal)

By.....
Dina Daskalakis, Corporate Secretary

3.2.1 - COVER PAGE



ABSOLUTE CONSTRUCTION SERVICES, INC.

18541 SW 43rd Street
Miramar, FL 33029
Ph: (954) 673-2132
Fx: (954) 639-7852

Office Hours: 8:00 am to 5:00 pm

ADALBERTO MOREJON

PRESIDENT

RFP 24-0507200

SANITARY SEWER GRAVITY MAIN RELOCATION ALONG 133RD STREET

May 7th, 2024 2:00 PM

albertacs@gmail.com https://absoluteconstructionservices-acs.com/

3.2.2 Tab 1 - Table of Contents

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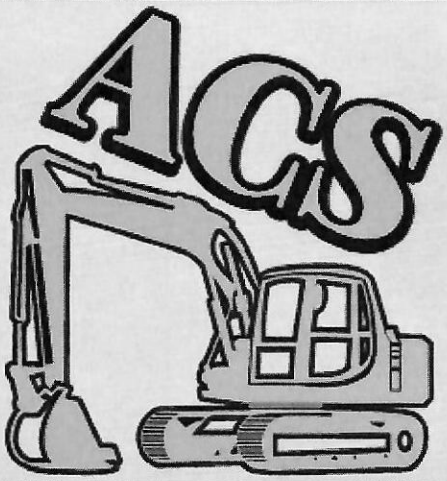
- Proposer Qualifications
- Certification regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street
Absolute Construction Services, Inc.

3.2.3 Tab 2 – Letter of Transmittal



Absolute Construction Services, Inc.

You Plan, We Propose, Together We Build South Florida's Underground Infrastructure!

18541 SW 43rd Street
Miramar, FL 33029
Office: (954) 639-7849
Cell: (954) 673-2132
Fax: (954) 639-7849
https://absoluteconstructionservices-acs.com/home

Always ready to help build your next project!

Project	Project Name	Date
RFP 24-0507200	Sanitary Sewer Gravity Main Relocation Along 133rd Street	May 6th, 2024

To: **City of Opa-Locka**	From: **Absolute Construction Services, Inc.**
❑	
List of attachments: Bid Package	
Transmittal Prepared by: Name: Adallberto Morejon Title: President Signature: *Albert Morejon*	
❑	

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street
Absolute Construction Services, Inc.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

Absolute Construction Services, Inc. was founded in February 7th, 2011 and certified as a General Contractor and Underground Utility and Excavation Constractor by the State of Florida since its inception. Its President, Adalberto Morejon, Civil Engineer and Qualifier for the company has over 30 years of experience in the Civil Heavy Construction Industry. It is understood by this proposer that the work to be done includes the relocation of the existing sanitary sewer by the installation of new manholes and sanitary sewer line. Absolute Construction Services, Inc. and its owners and employees are 100 % confident of our capability to complete this project in a timely and efficient fashion and we commit to complete as such should we are awarded this project.

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.

Adalberto Morejon, President
18541 SW 43rd Street
Miramar, FL 33029
(954) 673-2132
albertacs@gmail.com

Elizabeth Morejon, Vice President
18541 SW 43rd Street
Miramar, FL 33029
(786) 299-3003
emorejon.acs@gmail.com

Alexander Morejon, Superintendent
18541 SW 43rd Street
Miramar, FL 33029
(305) 956-6173
alexanderjm.acs@gmail.com

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.

I, Adalberto Morejon as President of Absolute Construction Services, Inc. hereby certify the contents contained in this RFP 24-0507200 - Sanitary Sewer Gravity Main Relocation Along 133rd Street in and for the City of Opa-Locka are true and accurate to the best of my knowledge.

(seal)

Signature

5/06/2024
Date

Adalberto Morejon, President
Name (type or print) Title

State of: FLORIDA
County of: BROWARD
The foregoing instrument was acknowledged before me this 6th. day of May 2024 by Adalberto Morejon, President of Absolute Construction Services, Inc. who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission expires: 07/31/2027

Notary Public Signature

GENESSIS MEJIA
Notary Public - State of Florida
Commission # HH 427919
My Comm. Expires Jul 31, 2027
Bonded through National Notary Assn.

3.2.4 Tab 3 - General Information

3.2.4.1 **ABSOLUTE CONSTRUCTION SERVICES, INC.**

3.2.4.2 **18541 SW 43RD Street – Miramar, FL 33029 – (954) 673-2132**
3.2.4.3 N/A
3.2.4.4 **Business Hours:** Monday – Friday **8:00 am – 5:00 pm**
3.2.4.5 **Business located in the City of Miramar, FL**
3.2.4.6 **Business founded February 7th, 2011 in Miramar, FL**
3.2.4.7 **18541 SW 43rd Street, Miramar, FL 33029 – Three(3) Professional Staff at the Office**

3.2.4.8 N/A
3.2.4.9 **State of Florida Certified General Contractor CGC062154 / Certified Underground Utility and Excavation Contractor CUC1225061 (See attached licenses)**

See Attached:
ACS – CGC License
CUC License
Broward County CBE/SBE Certification

ACS – Broward County Business Tax Receipt
City of Miramar Business Tax Receipt

ACS - Certified Financial Statements

ACS - Certificates of Insurance

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOREJON, ADALBERTO

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43 STREET
MIRAMAR FL 33029

LICENSE NUMBER: CUC1225061

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOREJON, ADALBERTO

ABSOLUTE CONSTRUCTION SERVICES, INC.
18541 SW 43 STREET
MIRAMAR FL 33029

LICENSE NUMBER: CGC062154

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY
FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CERTIFIED

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

THIS CERTIFICATE IS AWARDED TO

ABSOLUTE CONSTRUCTION SERVICES, INC.

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

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

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.05.22 12:17:37 -04'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: May 15th

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

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

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 ▪ FAX: 954-357-5674 ▪ TTY: 954-357-5664

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 189-264535

Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** ALL OTHER TYPES CONTRACTOR (UNDERGR UTILITY & EXCAV CO)

Owner Name: MOREJON, ADALBERTO
Business Location: 18541 SW 43 ST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 09/19/2014
State/County/Cert/Reg: CUC1225061
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43 ST
MIRAMAR, FL 33029

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 189-264535

Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** ALL OTHER TYPES CONTRACTOR (UNDERGR UTILITY & EXCAV CO)

Owner Name: MOREJON, ADALBERTO
Business Location: 18541 SW 43 ST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 09/19/2014
State/County/Cert/Reg: CUC1225061
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 180-257449

Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ADALBERTO MOREJON, CEO
Business Location: 18541 SW 43AST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 08/30/2013
State/County/Cert/Reg: CGC062154
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43AST
MIRAMAR, FL 33029

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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State/County/Cert/Reg: CGC062154
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

City of Miramar

Business Tax Receipt

Issue Date: 10/01/2023
Expiration Date: 09/30/2024

Business ID
12000242

(954) 602-3040 or (954) 602-3061 Phone
(954) 602-3470 or (954) 602-4498 Fax
businesstax@miramarfl.gov

ABSOLUTE CONSTRUCTION SERVICES INC
ADALBERTO MOREJON
18541 SW 43RD ST
MIRAMAR, FL 33029

Home-Based Restrictions Only
Mail & Phone Only
No Employees at Home
No Work on Premises
No Clients at Home
No Deliveries to Home
Office Only

Cottage-Based Restrictions
Cottage food businesses are allowed in accordance with Florda Statute 500.80, except that the home shall not be used for retail. Please see regulations title 21 part 101.
Only one employee allowed which includes family members residing at the home. No commercial vehicles parked overnight on the premises.

BUSINESS TAX RECEIPT

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in the business of:

CONTRACTOR	CONTRACTOR	15354

Business Location:

18541 SW 43 STREET
MIRAMAR FL 33029

This License is NOT Transferable
Your Business Tax Receipt Must be displayed.

ABSOLUTE CONTRUCTION SERVICES, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2022

Hoyos & Aguilar, P.A.
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Stockholder
Absolute Construction Services, Inc.
Miramar, Florida

We have reviewed the accompanying financial statements of Absolute Construction Services, Inc. (an S-Corporation), which comprise the balance sheet as of December 31, 2022, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Absolute Construction Services, Inc. and to meet our ethical requirements, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

HOYOS & AGUILAR, P.A.
Certified Public Accountants
Coral Gables, Florida
May 15, 2023

814 Ponce De Leon Blvd. • Suite 310 • Coral Gables, Florida 33134
Tel: (305) 444-2500 • Fax: (305) 444-2900 • www.hacpas.net

ABSOLUTE CONSTRUCTION SERVICES, INC.
BALANCE SHEET
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

Assets		
Current Assets:		
Cash and cash equivalents	$	153,717
Contracts receivable		237,639
Contract assets		207,344
Total Current Assets		598,700
Property and Equipment, net		160,447
Total Assets	$	759,147
Liabilities and Stockholder's Equity		
Current Liabilities:		
Accounts payable and accrued expenses	$	359,682
Contract liabilities		16,045
Current portion of long-term debt		16,601
Total Current Liabilities		392,328
Long-Term Liabilities, less current portion		87,088
Total Liabilities		479,416
Stockholder's Equity:		
Common stock, $1.00 par value, 100 shares authorized and issued		100
Additional paid-in capital		55,142
Retained earnings		224,489
Total Stockholder's Equity		279,731
Total Liabilities and Stockholder's Equity	$	759,147

ABSOLUTE CONSTRUCTION SERVICES, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2022

Contract revenues earned	$	1,796,926
Cost of revenues earned		1,502,069
Gross profit		294,857
General and administrative expenses:		
Automobile expense		13,597
Bank service charges		184
Depreciation expense		10,062
Insurance expense		8,655
Licenses and permits		10,042
Office expense		3,862
Professional fees		18,674
Salaries - officer's		43,964
Salaries - administrative		42,603
Taxes - payroll		7,119
Telecommunications		5,928
Utilities expense		691
Total general and administrative expenses		165,381
Net income from operations		129,476
Other expense:		
Interest expense		(7,640)
Net income		121,836
Retained earnings - January 1, 2022		102,653
Retained earnings - December 31, 2022	$	224,489

ABSOLUTE CONSTRUCTION SERVICES, INC.
STATEMENT OF CASH FLOWS
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2022

Cash flows from operating activities:		
Net income	$	121,836
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense		10,062
(Increase) decrease in:		
Contracts receivable		(237,639)
Contract assets		(207,344)
Increase (decrease) in:		
Accounts payable and accrued expenses		359,683
Contract liabilities		16,045
Net cash provided by operating activities		62,643
Cash flows from investment activities:		
Purchase of transportation and machinery equipment		(24,814)
Net cash used in investment activities		(24,814)
Cash flows from financing activities:		
Capital contributions		54,690
Repayment on long-term debt, net		(6,069)
Net cash provided by financing activities		48,621
Net increase in cash		86,450
Cash and cash equivalents - January 1, 2022		67,267
Cash and cash equivalents - December 31, 2022	$	153,717
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	7,640
Supplemental disclosure of noncash investing activities:		
Purchase of transportation and machinery equipment by entering into long-term debt	$	119,758

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) NATURE OF BUSINESS

Absolute Construction Services, Inc. ("Company") was organized on February 7, 2011 in the State of Florida. The Company is engaged in the business of providing underground construction services in the South Florida area. The work is performed principally under cost-plus fee contracts and fixed-price contracts. The Company's revenue consists mostly of contracts with Federal, State, and Local municipalities.

B) REVENUE AND COST RECOGNITION

The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") Account Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers.

Revenue is derived from construction contracts that typically span six to eighteen months. The majority of our contracts have a single performance obligation satisfied over time as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Payments are also due over time in installments, based on project phases as specified in the contract, with a final payment due at the time of project completion and customer acceptance.

The Company recognizes revenues from fixed-price construction contracts using the cost-to-cost input method, which measures progress toward completion using the ratio of project costs incurred to estimated total costs for each contract because of the continuous transfer of control to the customer as all of the work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. This continuous transfer of control to the customer is further supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay the Company for costs incurred plus a reasonable profit and take control of any work in process. The cost-to-cost method is used because management considers it to be the best available measure of progress on these contracts.

Contract costs consist of direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications / change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B) REVENUE AND COST RECOGNITION (CONTINUED)

The contract asset, "Costs and estimated earnings in excess of billings on uncompleted contracts'" represents revenues recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

C) FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's balance sheet includes the following financial instruments: cash and cash equivalents, contracts receivable, accounts payable and long-term debt. The recorded values of cash, contracts receivable and accounts payable approximate their fair values based on their short-term nature. The recorded value of long-term debt approximates its fair values, as interest approximates market rates.

FASB ASC 820 defines fair value as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date". The Company uses the following three level valuation hierarchy based upon observable and non-observable inputs:

Level 1 – Quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Other than quoted market prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs that are used to measure fair value to the extent that observable inputs are not available. This valuation method utilizes management's estimates or market participant assumptions.

D) CASH AND CASH EQUIVALENTS

For purposes of reporting the statements of cash flows, the Company considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

E) CONTRACTS RECEIVABLE

Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts, if an allowance is deemed necessary. Allowances for doubtful accounts is established when there is a basis to doubt the full collectability of contracts receivable which is based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. Normally, contracts receivable are due within 30 days after submission of payment requisition and retainage receivable (a contract asset) is generally due within 30 days of contract completion and acceptance by the owner. Receivables more than 90 days are considered past due. The Company does not accrue interest on past due receivables.

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F) CONTRACT ASSETS AND LIABILITIES

The timing of revenue recognition, billings and cash collections results in billed contracts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the balance sheet. Amounts are billed as work progresses in accordance with agreed-upon contractual terms or upon achievement of contractual milestones. Contract assets include unbilled amounts typically resulting from revenue under long-term contracts when the percentage of completion method of revenue recognition is utilized and revenue recognition exceeds the amount billed to the customer. Contract liabilities consist of advance payments and billings in excess of revenue recognized.

Retainage receivable, included in contract assets, represent the amounts withheld from billings by our customers pursuant to provisions in the contracts and may not be paid to us until the completion of specific tasks or the completion of the project and, in some instances, for even longer periods. Retainage may also be subject to restrictive conditions such as performance guarantees.

G) PROPERTY AND EQUIPMENT

Property and equipment are stated at cost net of accumulated depreciation. Depreciation is calculated using straight-line method over the respective useful lives of the assets. Major additions and improvements are capitalized, while maintenance and repairs that do not improve or extend the lives of the respective assets are charged to expense as incurred. The Company periodically reviews property and equipment for impairment to include changes in operational and market conditions, and adjusts the carrying value and economic life of any impaired assets as appropriate.

H) IMPAIRMENT OF LONG-LIVED ASSETS

The Company periodically reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to results from its use and eventual disposition. If an asset or asset group fails the recoverability test, a fair value measurement will be performed to determine and record an impairment charged deemed appropriate.

I) CONCENTRATION OF RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. The Company maintains cash balances at several financial institutions located in South Florida. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000.

J) USE OF ESTIMATES

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and judgements that affect the reported amounts of assets and liabilities, revenues and expenses, and the related disclosures of contingent assets and liabilities at the date of the financial statements. Certain accounting estimates of the

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J) USE OF ESTIMATES (CONTINUED)

company requires a higher degree of judgement than others in their application. They include the recognition of revenue and earnings from construction contracts over time, the valuation of long-lived assets, goodwill, and purchase accounting estimates. Management continually evaluates all its estimates and judgements based on available information and experience; however, actual results could differ from those estimates.

At December 31, 2021, current federal income tax liabilities passed through to the stockholders, using an estimated effective tax rate of 22% are summarized as follows:

Taxable income	$ 42,735
Effective tax rate	22%
Stockholders current tax liability	9,402
Less: tax deposits and credits	-
Net, stockholders current federal tax liability	$ 9,402

Management intends to disburse approximately $9,402 to the stockholder subsequent to year end to pay income taxes.

Although not shown in the accompanying financial statements, deferred federal income tax liability pass-through to the stockholders at December 31, 2022 is mostly attributable to the fact that the Company's income tax return uses the cash basis method of accounting for reporting taxable income and depreciates its property and equipment using accelerated method. Approximately $182,000 of the Company's financial statements retained earnings has not been subjected to income tax as of December 31, 2022 due to cumulative differences of using cash basis and accelerated depreciation methods for tax purposes.

The Company has adopted FASB ASC 740-10-25, Accounting for Uncertainty in Income Taxes. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company's evaluation on December 31, 2022, revealed no uncertain tax positions that would have a material impact on the financial statements. The 2019 through 2022 tax years remain subject to examination by the Internal Revenue Service. The Company does not believe that any reasonable possible changes will occur within the next twelve months that will have a material impact on the financial statements.

K) WARRANTY

Warranty costs are normally incurred prior to project completion and are charged to project costs as they are incurred. Warranty costs incurred subsequent to project completion were not material for the year. As December 31, 2022, no accrued liability was considered necessary by management of the Company for warranties on completed jobs.

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 2 - CONTRACTS RECEIVABLE

At December 31, 2022 and 2021, contracts receivable consists of the following:

	December 31, 2022	December 31, 2021
Completed contracts	$ 133,605	$ -
Contracts in progress	104,034	-
	237,639	-
Allowance for doubtful accounts	-	-
	$ 237,639	$ -

Of the total contract's receivable above, $208,568 (66%) have been collected through May 15, 2023.

Management has determined that an allowance for doubtful accounts is not required. This determination is based on the Company's collection history, the creditworthiness of its customers, subsequent collections of outstanding balances, and legal remedies available to the Company.

NOTE 3 - CONTRACT ASSETS AND LIABILITIES

Contract assets are the Company's rights to consideration in exchange for goods or services that the Company has transferred to a customer when the right is conditioned on something other than the passage of time.

The components of the contract assets balances are as follows:

Contract Assets	December 31, 2022	December 31, 2021
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 127,651	$ -
Contract retainage, net	79,693	-
Total contract assets	$ 207,344	$ -

Of the total contract retainage above, $74,391 (93%) have been collected through May 15, 2023.

Management has determined that an allowance for doubtful accounts is not required on outstanding contract retainage. This determination is based on the Company's collection history, the creditworthiness of its customers, subsequent collections of outstanding balances, and legal remedies available to the Company.

Contract liabilities are the Company's obligation to transfer goods or services to a customer for which the Company has received consideration from the customer.

The components of the contract liabilities balances are as follows:

Contract Liabilities	December 31, 2022	December 31, 2021
Billings in excess of costs and estimated earnings on uncompleted contracts	$ 16,045	$ -

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment are summarized by major classifications as follows:

Machinery and equipment	$ 83,347
Transportation equipment	251,241
	334,588
Less: accumulated depreciation	174,141
	$ 160,447

Depreciation of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets. Depreciation expense for the year ended December 31, 2022 was $10,062 for which is included as general and administrative expenses.

NOTE 5 - ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses include amounts due to subcontractors and suppliers as of December 31, 2022. At December 31, 2022, two vendors accounted for accounts payable comprising of 45% of the Company's total payables. Total accounts payable due to these vendors amounted to $164,767.

NOTE 6 - LONG-TERM DEBT

Long-term debt is summarized as follows:

Notes payable to Ally Bank in monthly installments totaling $1,045 with interest ranging from 8.95% to 9.19% through January 2029. The notes are secured by the Company's transportation equipment.	$ 57,209
Note payable to Pawnee Leasing Corporation in monthly installments totaling $1,329 with interest of 16.50% through December 2026. The note is secured by the Company's machinery equipment.	46,480
	103,689
Less: current portion	16,601
Total long-term debt	$ 87,088

Long-term debt at December 31, 2022 matures as follows:

Year ending December31,	
2023	$ 16,601
2024	18,917
2025	21,585
2026	24,662
2027	10,999
Thereafter	10,925
	$ 103,689

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 7 - SIGNIFICANT ESTIMATE REVISION ON CONTRACTS

During the year ended December 31, 2022, certain contracts of the Company have experienced increases and decreases in their estimated gross profit as a result of revisions in the scope of work, job conditions and job performances.

NOTE 8 - MAJOR CUSTOMERS

For the year ended December 31, 2022, contract revenues from three major customers amounted to $1,164,494 and comprised approximately 64% of total revenues. The total amount due from these three customers was $206,402 at December 31, 2022.

NOTE 9 - UNCOMPLETED CONTRACTS

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows:

Costs incurred on uncompleted contracts	$ 875,690
Estimated earnings	150,965
	1,026,655
Less: billings to date	(915,050)
Net, under billing	$ 111,605
Included in contract assets and contract liabilities:	
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 127,650
Billings in excess of costs and estimated earnings on uncompleted contracts	(16,045)
	$ 111,605

NOTE 10 - BACKLOG

The following schedule summaries changes in backlog on contracts during the year ended December 31, 2022. Backlog represents the amounts of revenue the Company expects to realize from uncompleted contracts in progress during the year and from contractual agreements on which work has not yet begun:

Backlog balance at December 31, 2021	$ -
New contracts and adjustments	3,505,015
	3,505,015
Less: Contract revenues earned at December 31, 2022	(1,796,926)
Backlog balance at December 31, 2022	$ 1,708,089

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 11 - SURETY INDEMNITY AGREEMENT

In the ordinary course of business, the Company may obtain a surety bond which provides certain customers to comply with contract provisions and performance under those contracts.

In the event of non-performance by the Company under a contract resulting in a paid loss by the surety, and based upon the terms and conditions of the indemnity agreement signed by the Company and the stockholder, the Company and the stockholder may be liable to the surety for those amounts paid on behalf of the Company.

Management believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts involved.

NOTE 12 - SUBSEQUENT EVENTS

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through May 15, 2023, the date of the financial statements were available to be issued.

NOTE 13 - COMMITMENTS AND CONTINGENCIES

From time to time, the Company is involved in routine litigation that arises in the ordinary course of business. There are no pending significant legal proceedings to which the Company is party to, for which management believes the ultimate outcome will have a material adverse effect on the Company's financial position.

SUPPLEMENTARY INFORMATION

Hoyos & Aguilar, P.A.
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT ON SUPPLEMENTARY INFORMATION

To the Stockholder
Absolute Construction Services, Inc.
Miramar, Florida

Our report on our review of the basic financial statements of Absolute Construction Services, Inc. for the year ended December 31, 2022 appears on page one. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedules of Completed Contracts, Uncompleted Contracts and Earnings from Contracts is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

HOYOS & AGUILAR, P.A.
Certified Public Accountants
Coral Gables, Florida
May 15, 2023

814 Ponce De Leon Blvd. • Suite 310 • Coral Gables, Florida 33134
Tel: (305) 444-2500 • Fax: (305) 444-2900 • www.hacpas.net

Absolute Construction Services, Inc.
Schedule of Completed Contracts
For the year ended December 31, 2022
(See Independent Accountants' Review Report on Supplementary Information)

Construction Project	Contract Totals: Construction Earned	Direct Cost	Gross Profit	Gross Profit Percentage	Gross Profit Recognized: Through December 31, 2021	Through December 31, 2022
Chen Medical	$ 73,151	$ 49,431	$ 23,720	32%	$ -	$ 23,720
IHOP Pompano Beach	196,175	145,342	50,833	26%	-	50,833
IHOP Broward	52,389	41,492	10,897	21%	-	10,897
Cloverleaf Park	96,299	85,593	10,706	11%	-	10,706
Bal Harbour Shops	54,875	36,593	18,282	33%	-	18,282
Gulf Building Office Complex	116,263	110,361	5,902	5%	-	5,902
Miscellaneous Projects	181,119	157,567	23,552	13%	-	23,552
	$ 770,271	$ 626,379	$ 143,892	19%	$ -	$ 143,892

Absolute Construction Services, Inc.
Schedule of Uncompleted Contracts
For the year ended December 31, 2022
(See Independent Accountants' Review Report on Supplementary Information)

	Total Contract				From Inception to December 31, 2022			At December 31, 2022					Gross Profit Recognition	
Contract Description	Contract Amount	Estimated Cost	Estimated Gross Profit	Estimated Gross Profit	Billings to Date	Cost to Date	Profit to Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Estimated Cost to Complete	% Complete	Backlog Gross Profit	Through 12/31/2021	Through 12/31/2022
Bahia Mar	$ 497,295	$ 415,000	$ 82,295	17%	$ 18,975	$ 12,961	$ 2,570	$ -	$ 3,444	$ 402,039	3.12%	$ 79,725	$ -	$ 2,570
Bal Harbour Village Park Community	635,923	715,000	120,923	14%	543,311	553,051	93,534	103,274	-	161,949	77.35%	27,389	-	93,534
City of Coral Gables - Parking Garage	463,091	370,000	93,091	20%	-	1,765	444	2,209	-	368,235	0.48%	92,647	-	444
Parkland Golf & Country Club 91	72,585	58,000	14,585	20%	-	-	-	-	-	58,000	0.00%	14,585	-	-
Eighteen Sunset	737,805	630,000	107,805	15%	317,744	290,245	49,666	22,167	-	339,755	46.07%	58,139	-	49,666
Cooper Residence	59,525	47,620	11,905	20%	-	-	-	-	-	47,620	0.00%	11,905	-	-
Smith Alawadhi Residence	68,520	54,000	14,520	21%	35,020	17,668	4,751	-	12,601	36,332	32.72%	9,769	-	4,751
	$ 2,734,744	$ 2,289,620	$ 445,124	16%	$ 915,050	$ 875,690	$ 150,965	$ 127,650	$ 16,045	$ 1,413,930		$ 294,159	$ -	$ 150,965

Absolute Construction Services, Inc.
Earnings from Contracts
For the year ended December 31, 2022
(See Independent Accountants' Review Report on Supplementary Information)

	Construction Revenue	Direct Cost	Gross Profit	Gross Profit Percentage
Completed Contracts at December 31, 2022	$ 770,271	$ 626,379	$ 143,892	19%
Uncompleted Contracts at December 31, 2022	1,026,655	875,690	150,965	15%
	1,796,926	1,502,069	294,857	
Less: Uncompleted Contracts at December 31, 2021	-	-	-	
Statement of Income at December 31, 2022	$ 1,796,926	$ 1,502,069	$ 294,857	16%

ABSOLUTE CONTRUCTION SERVICES, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2023

Hoyos & Aguilar, P.A.
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Stockholder
Absolute Construction Services, Inc.
Miramar, Florida

We have reviewed the accompanying financial statements of Absolute Construction Services, Inc. (an S-Corporation), which comprise the balance sheet as of December 31, 2023, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Absolute Construction Services, Inc. and to meet our ethical requirements, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

HOYOS & AGUILAR, P.A.
Certified Public Accountants
Coral Gables, Florida
April 24, 2024

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ABSOLUTE CONSTRUCTION SERVICES, INC.
BALANCE SHEET
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

Assets		
Current Assets:		
Cash and cash equivalents	$	160,441
Contracts receivable		890,897
Contract assets		654,436
Total Current Assets		1,705,774
Property and Equipment, net:		365,591
Total Assets	$	2,071,365
Liabilities and Stockholder's Equity		
Current Liabilities:		
Accounts payable and accrued expenses	$	776,510
Contract liabilities		295,620
Current portion of long-term debt		66,991
Total Current Liabilities		1,139,121
Long-Term Liabilities, less current portion		503,778
Total Liabilities		1,642,899
Stockholder's Equity:		
Common stock, $1.00 par value, 100 shares authorized and issued		100
Additional paid-in capital		95,142
Retained earnings		333,224
Total Stockholder's Equity		428,466
Total Liabilities and Stockholder's Equity	$	2,071,365

ABSOLUTE CONSTRUCTION SERVICES, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2023

Contract revenues earned	$	4,441,032
Cost of revenues earned		3,901,988
Gross profit		539,044
General and administrative expenses:		
Bank service charges		941
Meals and entertainment		903
Office expense		8,012
Professional fees		8,250
Telecommunications		8,363
Utilities expense		433
Total general and administrative expenses		26,902
Net income from operations		512,142
Other income (expense):		
Gain on disposition of equipment		6,367
Interest expense		(71,054)
Net income		447,455
Retained earnings - January 1, 2023		224,489
Prior period adjustment		(299,800)
Stockholder distributions		(38,920)
Retained earnings - December 31, 2023	$	333,224

ABSOLUTE CONSTRUCTION SERVICES, INC.
STATEMENT OF CASH FLOWS
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2023

Cash flows from operating activities:		
Net income	$	447,455
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense		28,325
Gain on disposition of equipment		(6,367)
(Increase) decrease in:		
Contracts receivable		(653,258)
Contract assets		(447,092)
Increase (decrease) in:		
Accounts payable and accrued expenses		416,828
Contract liabilities		279,575
Net cash provided by operating activities		65,466
Cash flows from investment activities:		
Proceeds from disposition of equipment		53,039
Purchase of machinery and equipment		(79,881)
Net cash used in investment activities		(26,842)
Cash flows from financing activities:		
Capital contributions		40,000
Repayment on long-term debt, net		(32,980)
Stockholder distributions		(38,920)
Net cash used in financing activities		(31,900)
Net increase in cash		6,724
Cash and cash equivalents - January 1, 2023		153,717
Cash and cash equivalents - December 31, 2023	$	160,441
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	71,054
Supplemental disclosure of noncash investing activities:		
Purchase of transportation and machinery equipment by entering into long-term debt	$	207,760

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) NATURE OF BUSINESS

Absolute Construction Services, Inc. ("Company") was organized on February 7, 2011 in the State of Florida. The Company is engaged in the business of providing underground construction services in the South Florida area. The Company's revenue consists mostly of contracts with Federal, State, and Local municipalities.

B) REVENUE AND COST RECOGNITION

The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") Account Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers.

Revenue is derived from construction contracts that typically span six to eighteen months. The majority of our contracts have a single performance obligation satisfied over time as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Payments are also due over time in installments, based on project phases as specified in the contract, with a final payment due at the time of project completion and customer acceptance.

The Company recognizes revenues from fixed-price construction contracts using the cost-to-cost input method, which measures progress toward completion using the ratio of project costs incurred to estimated total costs for each contract because of the continuous transfer of control to the customer as all of the work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. This continuous transfer of control to the customer is further supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay the Company for costs incurred plus a reasonable profit and take control of any work in process. The cost-to-cost method is used because management considers it to be the best available measure of progress on these contracts.

Contract costs consist of direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications / change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

The contract asset, "Costs and estimated earnings in excess of billings on uncompleted contracts'" represents revenues recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C) FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's balance sheet includes the following financial instruments: cash and cash equivalents, contracts receivable, accounts payable and long-term debt. The recorded values of cash, contracts receivable and accounts payable approximate their fair values based on their short-term nature. The recorded value of long-term debt approximates its fair values, as interest approximates market rates.

FASB ASC 820 defines fair value as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date". The Company uses the following three level valuation hierarchy based upon observable and non-observable inputs:

Level 1 – Quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Other than quoted market prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs that are used to measure fair value to the extent that observable inputs are not available. This valuation method utilizes management's estimates or market participant assumptions.

D) CASH AND CASH EQUIVALENTS

For purposes of reporting the statements of cash flows, the Company considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

E) CONTRACTS RECEIVABLE

Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts, if an allowance is deemed necessary. Allowances for doubtful accounts is established when there is a basis to doubt the full collectability of contracts receivable which is based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. Normally, contracts receivable are due within 30 days after submission of payment requisition and retainage receivable (a contract asset) is generally due within 30 days of contract completion and acceptance by the owner. Receivables more than 90 days are considered past due. The Company does not accrue interest on past due receivables.

F) CONTRACT ASSETS AND LIABILITIES

The timing of revenue recognition, billings and cash collections results in billed contracts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the balance sheet. Amounts are billed as work progresses in accordance with agreed-upon contractual terms or upon achievement of contractual milestones. Contract assets include unbilled amounts typically resulting from revenue under long-term contracts when the percentage of completion method of revenue

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F) CONTRACT ASSETS AND LIABILITIES

recognition is utilized and revenue recognition exceeds the amount billed to the customer. Contract liabilities consist of advance payments and billings in excess of revenue recognized.

Retainage receivable, included in contract assets, represent the amounts withheld from billings by our customers pursuant to provisions in the contracts and may not be paid to us until the completion of specific tasks or the completion of the project and, in some instances, for even longer periods. Retainage may also be subject to restrictive conditions such as performance guarantees.

G) PROPERTY AND EQUIPMENT

Property and equipment are stated at cost net of accumulated depreciation. Depreciation is calculated using straight-line method over the respective useful lives of the assets. Major additions and improvements are capitalized, while maintenance and repairs that do not improve or extend the lives of the respective assets are charged to expense as incurred. The Company periodically reviews property and equipment for impairment to include changes in operational and market conditions, and adjusts the carrying value and economic life of any impaired assets as appropriate.

H) IMPAIRMENT OF LONG-LIVED ASSETS

The Company periodically reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to results from its use and eventual disposition. If an asset or asset group fails the recoverability test, a fair value measurement will be performed to determine and record an impairment charged deemed appropriate.

I) CONCENTRATION OF RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. The Company maintains cash balances at several financial institutions located in South Florida. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000.

J) USE OF ESTIMATES

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and judgements that affect the reported amounts of assets and liabilities, revenues and expenses, and the related disclosures of contingent assets and liabilities at the date of the financial statements. Certain accounting estimates of the company requires a higher degree of judgement than others in their application. They include the recognition of revenue and earnings from construction contracts over time, the valuation of long-lived assets, goodwill, and purchase accounting estimates. Management continually evaluates all its estimates and judgements based on available information and experience; however, actual results could differ from those estimates.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K) INCOME TAXES

The Company uses the percentage-of-completion method of reporting revenue from long-term construction contracts for financial statement purposes; however, the Company utilizes the cash method for tax reporting purposes.

The Company and its stockholder have elected to be treated as a "Small Business Corporation" for income tax purposes under Subchapter "S" of the Internal Revenue Code. In accordance with provisions of such election, the Company's income or loss passes through to its stockholder each year, and thus pays no federal corporate income tax itself. However, the Company generally distributes funds to the stockholder through stockholder distributions to pay income taxes attributable to corporate earnings.

At December 31, 2023, current federal income tax liabilities passed through to the stockholders, using an estimated effective tax rate of 35% are summarized as follows:

Taxable income	$ 290,000
Effective tax rate	35%
Stockholders current tax liability	101,500
Less: tax deposits and credits	-
Net, stockholders current federal tax liability	$ 101,500

Management intends to disburse approximately $101,500 to the stockholder subsequent to year end to pay income taxes.

Although not shown in the accompanying financial statements, deferred federal income tax liability pass-through to the stockholders at December 31, 2023 is mostly attributable to the fact that the Company's income tax return uses the cash basis method of accounting for reporting taxable income and depreciates its property and equipment using accelerated method. Approximately $82,000 of the Company's financial statements retained earnings has not been subjected to income tax as of December 31, 2023 due to cumulative differences of using cash basis and accelerated depreciation methods for tax purposes.

The Company has adopted FASB ASC 740-10-25, Accounting for Uncertainty in Income Taxes. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company's evaluation on December 31, 2023, revealed no uncertain tax positions that would have a material impact on the financial statements. The 2020 through 2023 tax years remain subject to examination by the Internal Revenue Service. The Company does not believe that any reasonable possible changes will occur within the next twelve months that will have a material impact on the financial statements.

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L) WARRANTY

Warranty costs are normally incurred prior to project completion and are charged to project costs as they are incurred. Warranty costs incurred subsequent to project completion were not material for the year. As December 31, 2023, no accrued liability was considered necessary by management of the Company for warranties on completed jobs.

NOTE 2 - CONTRACTS RECEIVABLE

At December 31, 2023 and 2023, contracts receivable consists of the following:

	December 31, 2023	December 31, 2022
Completed contracts	$ 269,459	$ 133,605
Contracts in progress	621,438	104,034
	890,897	237,639
Allowance for doubtful accounts	-	-
	$ 890,897	$ 237,639

Of the total contract's receivable above, $703,964 (79%) have been collected through April, 24, 2024. Management has determined that an allowance for doubtful accounts is not required. This determination is based on the Company's collection history, the creditworthiness of its customers, subsequent collections of outstanding balances, and legal remedies available to the Company.

NOTE 3 - CONTRACT ASSETS AND LIABILITIES

Contract assets are the Company's rights to consideration in exchange for goods or services that the Company has transferred to a customer when the right is conditioned on something other than the passage of time.

The components of the contract assets balances are as follows:

Contract Assets	December 31, 2023	December 31, 2022
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 216,206	$ 127,651
Contract retainage, net	438,230	79,693
Total contract assets	$ 654,436	$ 207,344

Of the total contract retainage above, $299,231 (68%) have been collected through April, 24, 2024. Management has determined that an allowance for doubtful accounts is not required on outstanding contract retainage. This determination is based on the Company's collection history, the creditworthiness of its customers, subsequent collections of outstanding balances, and legal remedies available to the Company

NOTE 3 - CONTRACT ASSETS AND LIABILITIES (CONTINUED)

Contract liabilities are the Company's obligation to transfer goods or services to a customer for which the Company has received consideration from the customer.

The components of the contract liabilities balances are as follows:

Contract Liabilities	December 31, 2023	December 31, 2022
Billings in excess of costs and estimated earnings on uncompleted contracts	$ 295,620	$ 16,045

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment are summarized by major classifications as follows:

Machinery and equipment	$ 435,607
Transportation equipment	127,897
	563,504
Less: accumulated depreciation	197,913
	$ 365,591

Depreciation of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets. Depreciation expense for the year ended December 31, 2023 was $28,325 which is included as cost of revenues earned.

NOTE 5 - ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses include amounts due to subcontractors and suppliers as of December 31, 2023. At December 31, 2023, five vendors accounted for accounts payable comprising of 67% of the Company's total payables. Total accounts payable due to these vendors amounted to $518,670.

NOTE 6 - LONG-TERM DEBT

Long-term debt is summarized as follows:

Notes payable to Ally Bank in monthly installments totaling $1,045 with interest ranging from 8.95% to 9.19% through January 2029. The notes are secured by the Company's transportation equipment.	$ 49,545
Note payable to Arrigo Auto Group in monthly installments totaling $706 with interest of 11.759% through May 2029. The note is secured by the Company's transportation equipment.	34,131
Note payable to Balboa Capital in monthly installments totaling $4,658 with interest of 16.50% through June 2028. The note is secured by the Company's machinery equipment.	61,483

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 6 - LONG-TERM DEBT (CONTINUED)

Note payable to 360 Equipment Finance in monthly installments totaling $2,369 with interest of 21.188% through October 2025. The note is secured by the Company's machinery equipment.	42,871
Note payable to Navitas Credit in monthly installments totaling $1,308 with interest of 14.262% through September 2027. The note is secured by the Company's machinery equipment.	45,396
Note payable to Pawnee Leasing Corporation in monthly installments totaling $1,329 with interest of 16.50% through December 2026. The note is secured by the Company's machinery equipment.	37,543
Note payable to Small Business Administration in monthly installments totaling $1,514 with interest of 3.75% through June 2050. The note is secured by the Company's assets.	299,800
	570,769
Less: current portion	66,991
Total long-term debt	$ 503,778

Long-term debt at December 31, 2023 matures as follows:

Year ending December31,	
2024	$ 66,991
2025	73,002
2026	63,195
2027	52,996
2028	29,580
Thereafter	285,005
	$ 570,769

NOTE 7 - SIGNIFICANT ESTIMATE REVISION ON CONTRACTS

During the year ended December 31, 2023, certain contracts of the Company have experienced increases and decreases in their estimated gross profit as a result of revisions in the scope of work, job conditions and job performances.

NOTE 8 - MAJOR CUSTOMERS

For the year ended December 31, 2023, contract revenues from five major customers amounted to $3,181,491 and comprised approximately 72% of total revenues. The total amount due from these five customers was $823,762 at December 31, 2023.

NOTE 9 - UNCOMPLETED CONTRACTS

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows:

Costs incurred on uncompleted contracts	$ 2,520,358
Estimated earnings	446,846
	2,967,204
Less: billings to date	(3,046,618)
Net, over billing	$ (79,414)
Included in contract assets and contract liabilities:	
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 216,206
Billings in excess of costs and estimated earnings on uncompleted contracts	(295,620)
	$ (79,414)

NOTE 10 - BACKLOG

The following schedule summaries changes in backlog on contracts during the year ended December 31, 2023. Backlog represents the amounts of revenue the Company expects to realize from uncompleted contracts in progress during the year and from contractual agreements on which work has not yet begun:

Backlog balance at December 31, 2021	$ 1,708,089
New contracts and adjustments	5,149,707
	6,857,796
Less: Contract revenues earned at December 31, 2022	(4,441,032)
Backlog balance at December 31, 2023	$ 2,416,764

NOTE 11 - SURETY INDEMNITY AGREEMENT

In the ordinary course of business, the Company may obtain a surety bond which provides certain customers to comply with contract provisions and performance under those contracts.

In the event of non-performance by the Company under a contract resulting in a paid loss by the surety, and based upon the terms and conditions of the indemnity agreement signed by the Company and the stockholder, the Company and the stockholder may be liable to the surety for those amounts paid on behalf of the Company.

Management believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts involved.

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 12 - PRIOR PERIOD ADJUSTMENT

A prior period adjustment was made to record the Small Business Administration ("SBA") Economic Injury Disaster Loans that were secured by the Company in June 2020 for $98,000 and June 2021 for $201,800, resulting in a total loan amount of $299,800. These funds were used to pay business debts and expenses to suppliers and subcontractors in above referenced years.

NOTE 13 - SUBSEQUENT EVENTS

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 24, 2024, the date of the financial statements were available to be issued.

NOTE 14 - COMMITMENTS AND CONTINGENCIES

From time to time, the Company is involved in routine litigation that arises in the ordinary course of business. There are no pending significant legal proceedings to which the Company is party to, for which management believes the ultimate outcome will have a material adverse effect on the Company's financial position.

SUPPLEMENTARY INFORMATION

Hoyos & Aguilar, P.A.
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT ON SUPPLEMENTARY INFORMATION

To the Stockholder
Absolute Construction Services, Inc.
Miramar, Florida

Our report on our review of the basic financial statements of Absolute Construction Services, Inc. for the year ended December 31, 2023 appears on page one. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedules of Completed Contracts, Uncompleted Contracts and Earnings from Contracts is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

HOYOS & AGUILAR, P.A.
Certified Public Accountants
Coral Gables, Florida
April 24, 2024

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Absolute Construction Services, Inc.
Schedule of Completed Contracts
For the year ended December 31, 2023
(See Independent Accountants' Review Report on Supplementary Information)

Construction Project	Contract Totals: Construction Earned	Contract Totals: Direct Cost	Contract Totals: Gross Profit (Loss)	Gross Profit Percentage	Gross Profit (Loss) Recognized: Through December 31, 2022	Gross Profit (Loss) Recognized: Through December 31, 2023
Bal Harbour Village Park Community	$ 1,108,965	$ 1,124,063	$ (15,098)	-1%	$ 93,534	$ (108,632)
Christa MC	305,000	213,722	91,278	30%	-	91,278
City of Miramar FDOT	187,264	170,622	16,642	9%	-	16,642
Parkland Golf & Country Club	129,096	72,119	56,977	44%	-	56,977
GoodWin	101,862	76,719	25,143	25%	-	25,143
City of Coral Gables - Parking Garage	390,208	382,187	8,021	2%	444	7,577
Miscellaneous Projects	278,088	217,888	60,200	22%	4,751	55,449
	$ 2,500,483	$ 2,257,320	$ 243,163	10%	$ 98,729	$ 144,434

Absolute Construction Services, Inc.
Schedule of Uncompleted Contracts
For the year ended December 31, 2023
(See Independent Accountants' Review Report on Supplementary Information)

	Total Contract				From Inception to December 31, 2023			At December 31, 2023					Gross Profit Recognition	
Contract Description	Contract Amount	Estimated Cost	Estimated Gross Profit	Estimated Gross Profit	Billings to Date	Cost to Date	Profit to Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Estimated Cost to Complete	% Complete	Backlog Gross Profit	Through 12/31/2022	Through 12/31/2023
Bahia Mar	$ 836,610	$ 705,000	$ 133,610	16%	$ 747,695	$ 595,760	$ 111,012	$ -	$ 50,923	$ 119,240	83.09%	$ 22,588	$ 2,570	$ 108,442
Baltimore Hotel Golf	83,581	66,865	16,716	20%	16,716	-	-	-	16,716	66,865	0.00%	16,716	-	-
Brickell Key	565,887	480,000	85,887	15%	125,092	44,911	8,036	-	72,145	435,089	9.36%	77,851	-	8,036
City Place Apartments	1,260,166	1,055,000	205,166	16%	1,015,846	795,399	154,681	-	65,766	259,601	75.39%	50,485	-	154,681
Cooper Residence	59,525	47,620	11,905	20%	17,450	18,218	4,555	5,323	-	29,402	38.26%	7,351	-	4,555
Miami Dade YA	234,775	195,000	39,775	17%	27,995	15,936	3,251	-	8,808	179,064	8.17%	36,524	-	3,251
Eighteen Sunset	615,020	705,000	110,020	13%	583,505	606,498	94,648	117,639	-	98,504	86.03%	15,372	49,666	44,982
Fire Station	267,783	225,000	42,783	16%	177,770	159,553	30,338	12,121	-	65,447	70.91%	12,445	-	30,338
MDC Freedom Tower	282,000	235,000	47,000	17%	40,750	5,105	1,021	-	34,624	229,895	2.17%	45,979	-	1,021
Miramar City Hall	200,160	180,000	20,160	10%	179,849	177,553	19,886	17,590	-	2,447	98.64%	274	-	19,886
Miramar High School	314,460	270,000	44,460	14%	113,950	97,795	9,517	-	48,638	212,205	21.41%	34,943	-	9,517
Southwest Ranches	462,000	390,000	72,000	16%	-	53,632	9,901	63,533	-	336,368	13.75%	62,099	-	9,901
	$ 5,363,967	$ 4,554,485	$ 829,482	15%	$ 3,046,618	$ 2,520,359	$ 446,846	$ 216,206	$ 295,620	$ 2,034,127		$ 382,637	$ 52,236	$ 394,610

Absolute Construction Services, Inc.
Earnings from Contracts
For the year ended December 31, 2023
(See Independent Accountants' Review Report on Supplementary Information)

	Construction Revenue	Direct Cost	Gross Profit	Gross Profit Percentage
Completed Contracts at December 31, 2023	$ 2,500,483	$ 2,257,320	$ 243,163	10%
Uncompleted Contracts at December 31, 2023	2,967,204	2,520,358	446,846	15%
	5,467,687	4,777,678	690,009	
Less: Uncompleted Contracts at December 31, 2022	(1,026,655)	(875,690)	(150,965)	
Statement of Income at December 31, 2023	$ 4,441,032	$ 3,901,988	$ 539,044	12%

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2024

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
Absolute Insurance of Palm Beach County, INC.
13873 Wellington Trace
Suite B2
Wellington FL 33414

CONTACT NAME: Lauren Dunkelberger
PHONE (A/C, No, Ext): (561) 243-0700 FAX (A/C, No): (561) 243-0784
E-MAIL ADDRESS: lauren@absoluteinsurancepbc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS COMMERCIAL CAS CO	40282
INSURER B : Clear Blue Specialty	
INSURER C : Kinsale Insurance	
INSURER D : AGCS Marine Insurance	
INSURER E :	
INSURER F :	

INSURED
Absolute Construction Services Inc
18541 SW 43 Street
Miramar FL 33029

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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			AR01-RS-2101524-04	03/13/2024	03/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			5N541262	04/08/2024	04/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			387359B	03/13/2024	03/13/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	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					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Inland Marine Policy			MXI9307982419011	07/06/2023	07/06/2024	Scheduled Equipment RCV / DED $1,000 Theft Included	

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2024

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 BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Liability & Fire Insurance Company — 20052
INSURED Absolute Construction Services, Inc. 18541 SW 43 Street Miramar, FL 33029	INSURER B : 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 0
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 0
	OTHER:						PRODUCTS - COMP/OP AGG	$ 0
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC916017	08/24/2023	08/24/2024	X 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
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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3.2.5 Tab 4 – Project Approach

On this proposal RFP 24-0507200 - Sanitary Sewer Gravity Main Relocation Along 133rd Street which includes installation of 525 linear feet of new 8" PVC (C900) pipe Absolute Construction Services, Inc. (from this point on ACS), proposes the following Project Approach:

Upon award of this contract, ACS will proceed with a thorough walkthrough with the Superintendent and Foreman assigned to this project. Pictures of the entire site will be taken.
Once ACS is provided with the Notice of Proceed, ACS will request special permission to work at night in coordination with the City of Opa-Locka EOR and inspectors to the city to avoid disruption to daily commute.

Installation PHASE:

1) Phase I – Mobilization

Step – 1 Initiate mobilization: ACS shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices in the project site. ACS will obtain permits, develop and submit construction schedule and start shop drawing submittal. ACS will allow access to the other facilities within the project area, always including all adjacent businesses during construction.

Step – 2: ACS will Call for locates (Sunshine 811) and document all location marks in the field. ACS will make Contact with all underground utility contractors identified in the locates.

Step – 3: ACS will include the necessary provisions to safeguard the existing utilities noted within the project area. ACS is aware based on the information listed herein that the utilities shown on plans are based on best available information and ACS will take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.

Step – 4: ACS will **immediately** open a dialog with all existing utilities in the project area. ACS will notify Engineer of any utility relocation requirements and costs. A request for any Utility relocations will be submitted for reimbursement under a dedicated allowance account as stipulated in this RFP. ACS acknowledges that failure to properly coordinate any required utility relocations may result in delays for which ACS may be liable for.
Step – 5: ACS will verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 6: Upon approval of shop drawings, ACS will order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Gravity Main Installation

Once ACS is **ready to begin Gravity Main Installation, All MOT** will be put in place. A Police officer will be hired to assist with MOT.

NOTE: ACS will Refer to Drawings, Sheets C-01, C-02

Step – 1: At NW 133rd Street, - **At STA. 11+75±:**
ACS will begin construction, install the precast sanitary sewer manhole #2, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 2: At 133rd Street, **At STA. 13+99±:**
ACS will install the precast sanitary sewer manhole #3, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 3: At 133rd Street, **At STA. 16+81±:**
ACS will install the precast sanitary sewer manhole #4, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 4: At 133rd Street, **From STA. 13+99± to STA. 16+81±:**
ACS will install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 5: At 133rd Street, **At STA. 15+90.60±:**
ACS will install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 6: At 133rd Street, **At STA. 16+51.30±:**
ACS will install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 7: At 133rd Street, **At STA. 16+81.26±:**
ACS will install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 8: At 133rd Street, **From STA. 11+75.6± to STA. 13+99±:**
ACS will install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 9: At 133rd Street, **From STA. 11+62.58± to STA. 11+75.6±:**
ACS will install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 10: At 133rd Street, **At STA. 11+62.58±:**
ACS will begin construction, excavate existing Manhole #1, core and drill the manhole and connect the 8-inch PVC (C-900) gravity sewer extension, as per Miami- Dade Water and Sewer Department Standard Detail SS 6.2.

Step – 11: At 133rd Street,
After successful installation of the proposed gravity sewer system and authorization by the City; ACS will excavate existing 8-inch force main, plug, grout and abandon in place, as indicated in the Plans.

3) Phase IV – Final Sitework and Project Closeout

Step 1: – ACS will repair roadway and curbing, access roadway within project site, asphalt areas as required.

Step 2: – ACS will demobilization and related closeout activities in accordance with section 01700 "Project Closeout".
Step 3: – ACS will restore project site to pre-existing conditions, as applicable.

Step 4: – ACS will complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, final inspection and cleanup.

All pipework will follow proper procedure for pipe bedding and backfill in accordance with Miami Dade County and the City of Opa-Locka.

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street
Absolute Construction Services, Inc.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 **ABSOLUTE CONSTRUCTION SERVICES, INC.,** has been in business performing Heavy Civil Construction, Underground Utility and Excavation work for 13 years. Its President, Adalberto Morejon holds a Civil Engineering degree from Florida International University, and he has been working in Heavy Civil Construction for 30 years.

3.2.6.2 **Absolute Construction Services, Inc.,** is a Certified General Contractor (GC License No. CGC062154) and a Certified Underground Utility and Excavation Contractor (CUC licensed No. CUC1225061) in the State of Florida. Please see attached CAPABILITY STATEMENT

Please see attached:

Absolute Construction Services, Inc. CAPABILITY STATEMENT

Resumes

Adalberto Morejon
Yovani Orellana
Alexander Morejon

ABSOLUTE CONSTRUCTION SERVICES, INC.

CAPABILITY STATEMENT

18541 SW 43rd Street Miramar, FL 33029
Tel: (954) 639-7849 Fax: (954) 639-7852
https://www.absoluteconstructionservices-acs.com

COMPANY DATA

Absolute Construction Services, Inc.
ACS South Florida is a Civil Engineering Underground Contractor specializing in a full range of heavy construction services for all different types of land development in the public and private sectors with $7Million bonding capacity. Broward County SBE/CBE Certified and Local Vendor for The City of Miramar.

CAGE: 9DPK8

NAICS CODES

237990
Other Heavy & Civil Engineering Construction

237110
Water & Sewer Line & Related Structures Construction

237310
Highway, Street, and Bridge Construction

238910
Site Preparation Contractors

CONTACT INFORMATION

Albert Morejon, President
(954) 673-2132
albertacs@gmail.com

Elizabeth Morejon, VP
Director of Business Development
(786) 299-3003
Emorejon.acs@gmail.com

CUC #1225061 / CGC # 062154

CAPABILITIES

Experts in:

Underground infrastructure across South Florida for both private and public land development and new construction, restoration, rehabilitation, and reconstruction of all underground infrastructure, highways and roadways including but not limited to earthwork and grading, underground utilities (water main, water lines, sewer, lift stations, and storm drainage) as well as concrete curbs and sidewalks, parking lots, streets (residential and major roads), and pavement markings.

DIFFERENTIATORS

Leading the way...

- State of Florida Certified General Contractor (CGC) and Certified Underground Utilities and Excavation Contractor (CUC) since 2011 whose President holds a Civil Engineering degree and over 30 years of experience in Civil Heavy Construction.
- Maintaining a robust safety program where every foreman is OHSA 30 Certified engaging in weekly Toolbox Safety Training sessions.
- We offer value engineering services and deliver outstanding performance with a dedicated, knowledgeable, and specialized integrated solutions team that makes us a preferred small CUC contractor in South Florida.

PAST PERFORMANCES

High Customer Satisfaction!

- Repeat business from many Prime General Contractors in South Florida
- Excellent relationships with all suppliers and subcontractors
- We deliver hands on outstanding job performance on time and within budget at a fair and reasonable cost.

Client Name	Project	Contact Information
Florida Construction	City Place Affordable Apartments Dania Beach, FL	**Martin Miranda (786) 501-9869** Project Superintendent
Thornton Construction	City of Coral Gables Parking Garage Coral Gables, FL	**Mario Diaz (786) 483-9096** Project Executive
NV2A	Bal Harbor Bay Village City of Bal Harbor, FL	**Matilde E Reyes (305) 297.8549** Project Manager, RA, CGC, LEED BD+C
Origin Construction	Bahia Mar Fort Lauderdale Beach, FL	**James 'Gino' Ginopooulos (561) 334-7336** Project Manager
Origin Construction	18th Sunset Miami Beach, FL	**JP Perez (786) 253-0172** Structural Division Leader

Additional client reference supplied upon request

You Plan, We Propose, and Together We Build South Florida's Underground Infrastructure!

ADALBERTO (Albert) MOREJON

18541 SW 43rd Street • Miramar, FL 33029
CELL PHONE: (954-673-2132) • EMAIL: albertmorejon@yahoo.com

SUMMARY OF QUALIFICATIONS/SKILLS

- Bachelor's degree in civil engineering with 30 years of experience in Heavy Construction Building and Management in private & public sectors.
- Proficient reading & understanding of Architectural & Engineering Drawings & Specifications
- Knowledge of permitting process, building codes & construction delivery methods supported by construction best practices applied to the scope of work & requirements of the projects.
- Proven interpersonal skills & ability to communicate effectively with architects, engineers, local officials, vendors, & clients.
- Demonstrate versatile expertise & effectiveness in coping & adapting to changing field conditions.
- Ability to provide efficient, timely, reliable & courteous service to customers.
- Bilingual (English / Spanish).

PROFESSIONAL CERTIFICATIONS

- State of Florida Certified Underground Utilities & Excavation Contractor – CUC #1225061
- State of Florida Certified General Contractor –CGC # 062154
- Advanced MOT

CIVIL ENGINEERING CONSTRUCTION EXPERIENCE

Design Precast Structures
Sanitary Sewer Collection and Force Main Systems
Storm Drainage System
Sidewalks, Roadways, MOT
Water Distribution Systems
Pump Stations
Site Grading and Earthwork
Airport and Port & Boat Docking Syste
remodeling

PROFESSIONAL EXPERIENCE

2011 – Present **Absolute Construction Services, Inc.** **Miramar, FL**
President

2001 – 2011 **American Engineering & Development Corp.** **Hialeah Gardens, FL**
Senior Project Manager / Senior Estimator / Qualifier

2000 – 2001 **Ryan Eastern Inc.** **Deerfield Beach, FL**
Construction Project Manager

1995 – 2000 **Williams Paving Company** **Miami, FL**
Senior Project Manager / Senior Estimator / Qualifier

1993 – 1995 **U.S. Precast Company** **Medley, FL**
Design Engineer

EDUCATION

1989–1993
Florida International University **Miami, FL**
Bachelor of Science, Civil Engineering

Adalberto Morejon

AWARDS / TRAINING

- "Excellence in Construction Pyramid Award" project completion 12 weeks early within budget - Waverly at Las Olas – a Multi-Family Residential development of $30-$75M project yielding 18% gross profit based on a $3.5M contract. Fort Lauderdale, FL
- Ongoing Continuing Education on Best Construction Practices

REFERENCE PROJECTS

- Dania Pointe Plaza – Dania Beach Florida – project completed ahead of schedule.
- Cloverleaf Park – Miami Gardens, FL – project completed ahead of schedule
- IHOP – North Federal Highway - Pompano Beach, FL – project completed ahead of schedule
- FDOT - Turnpike Sunrise Interchange – Highway Construction Subcontract Underground Utility – Sunrise, FL
- Port of Miami Authority Cruise Terminal – New Construction – Miami-Dade, FL
- Triple A School – New Construction - The School Board of Broward County, FL
- Fort Lauderdale High School Renovation – The School Board of Broward County, FL
- Bethune Elementary School Renovation – The School Board of Broward County, FL
- Sagemont Upper School Addition – Weston, Florida
- Gulliver Academy Preparatory School – Addition & Remodel – Coral Gables, FL
- Panorama Towers Downtown Miami Highrise New Construction – Miami, FL
- Portico Apartments – New Construction – Sunrise, FL
- Seminole Hollywood Hard Rock Casino - Hollywood, Florida
- Memorial Miramar Hospital - Miramar, Florida
- Triple H High School Project - Miramar, Florida
- Reconstruction of NW 58th Street in Miami Dade County yielding - Miami Florida
- Sunset Lakes Development for single-family residential homes - Miramar, FL

*More projects provided upon request. Work on all projects listed is subcontract work.

REFERENCES

References furnished upon request.

Yovani Orellana

Miami, FL 33033
Cel: (786) 226-2388

SUMMARY OF QUALIFICATIONS/SKILLS

- Field Superintendent with 10 years of experience in Roadway Construction in private & public sectors.
- Worked complex construction projects.
- OSHA 30 certified
- Proven interpersonal skills & ability to effectively communicate & coordinate with field personnel.
- Detailed-oriented & highly organized & able to demonstrate a strong sense of priorities & allocation of time resources.
- Ability to anticipate conflicts & propose solutions to complex situations.
- Knowledge of construction delivery methods & best practices based on general building codes as it applies to the scope of & requirements of the projects.
- Proficient reading & understanding Architectural & Engineering Drawings & Specifications
- Bilingual (English / Spanish).

COMPUTER SKILLS

- Proficient in using Microsoft Office

CONSTRUCTION EXPERIENCE

- Water Distribution Systems, Sanitary Gravity Sewer Collection and Force Main Systems, & Storm Drainage System
- Directional Boring
- Pump Stations
- Site Grading and Earthwork
- Sidewalks, Roadways, MOT

CERTIFICATIONS

- OSHA 30
- Advanced MOT

PROFESSIONAL EXPERIENCE

2015 – Present **Absolute Construction Services, Inc.** **Miramar, FL**

Superintendent

- Manage field crew personnel.
- Schedule work activities for crews.
- Order materials for each project.
- Coordinate Field Inspections for each project.

PROJECTS

- Town of Southwest Ranches SW 54th Place Storm Drainage Improvement & Road Restoration
- Bal Harbour Village Park: Water Main, Sanitary Sewer, and Storm Drainage
- Coral Gables Parking Garage: Water Main Extension, Sanitary Gravity Sewer & Storm Drainage
- Bahia Mar, Fort Lauderdale Beach – Lift Station, Force Main, Gravity Sewer, Water Main, Storm Drainage
- Eighteen Sunset- Miami Beach: Water main, Storm Drainage, Construction New Sanitary Gravity Sewer System, Paving and Concrete curbs and sidewalk
- City Place Apartments – Dania Beach: Total Site construction including all underground utilities.
- Temporary Fire Station – Miami: Gravity Sewer, Storm Drainage, Water Main Service, Paving & Concrete

REFERENCES

References furnished upon request.

Alexander Morejon

Miramar, FL 33029 • Cel: (305-956-6173) • EMAIL: alexanderjm.acs@gmail.com

SUMMARY OF QUALIFICATIONS/SKILLS

- 5 years of experience in Construction Field Supervision of Construction Projects
- OSHA 30 Certified
- Effectively communicate & coordination with trades
- Able to anticipate conflicts & propose solutions to complex situations.
- Knowledge of construction delivery methods
- Able to read & understand Engineering Drawings & Specifications
- Bilingual (English / Spanish).

PROFESSIONAL CERTIFICATIONS

- OSHA 30
- INTERMEDIATE MOT
- EQUIPMENT OPERATOR

CIVIL ENGINEERING CONSTRUCTION EXPERIENCE

- Water Distribution Systems
- Sanitary Sewer Collection and Force Main Systems
- Storm Drainage System
- Site Grading and Earthwork
- Road Paving, Sidewalks, Roadways, MOT

COMPUTER SKILLS

- Proficient in using Microsoft Office Suite

PROFESSIONAL EXPERIENCE

2019 – Present **Absolute Construction Services, Inc.** **Miramar, FL**

OPERATIONS MANAGER

- Supervise and direct daily operations and employees.
- Equipment transfers, material order and delivery
- Supervise all jobs are being performed in a safely fashion in accordance with OSHA.
- Ensure all equipment is operating properly.

PROJECTS

- Town of Southwest Ranches SW 54th Place Storm Drainage Improvement & Road Restoration
- Bal Harbour Village Park – Water Main, Sanitary Sewer, and Storm Drainage
- Coral Gables Parking Garage –Water Main Extension, Sanitary Gravity Sewer & Storm Drainage
- Bahia Mar – Lift Station, Force Main, Gravity Sewer, Water Main, Storm Drainage

EDUCATION

2018-2019 - Sheridan Technical School – Automotive Mechanic Apprentice
2017-2018 - Broward Community College – Some College
2017 – West Broward High School – High School Diploma

REFERENCES

References furnished upon request.

3.2.7 Tab 6 – Schedule

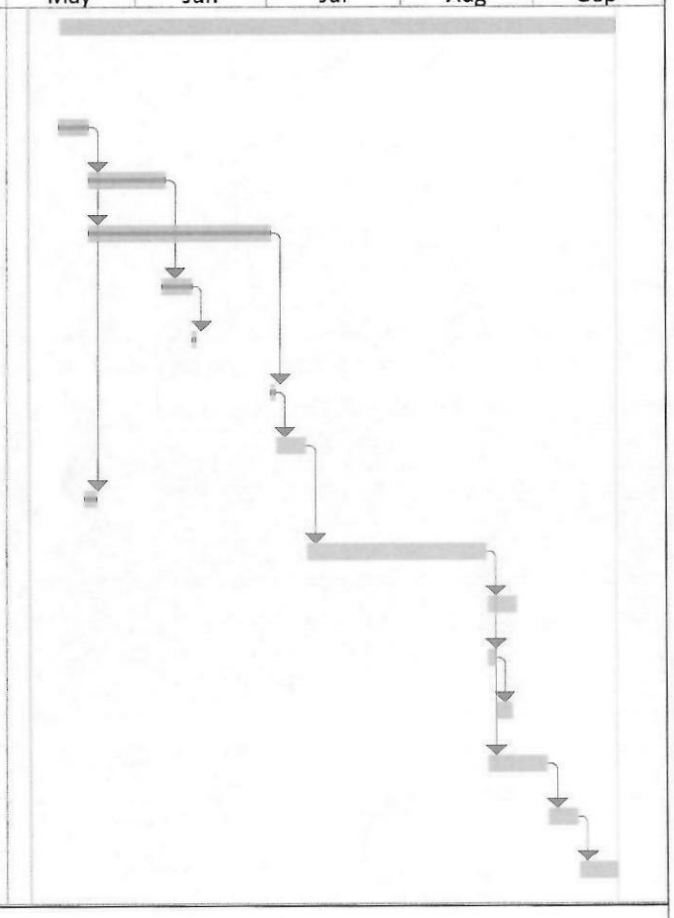
3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

Please see attached schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Sanitary Sewer Gravity Main Relocation Along 133rd Street**	92.75 days	Tue 5/14/24	Thu 9/19/24	
2	NTP Issued	5 days	Tue 5/14/24	Mon 5/20/24	
3	Shop Drawings	14 days	Tue 5/21/24	Fri 6/7/24	2
4	Permit Processing	30 days	Tue 5/21/24	Mon 7/1/24	2
5	Shop Drawing Approval	5 days	Fri 6/7/24	Thu 6/13/24	3
6	Release Material for Fabrication	1 day	Fri 6/14/24	Fri 6/14/24	5
7	Permit Issued	1 day	Tue 7/2/24	Tue 7/2/24	4
8	Deliver Material to Site	5 days	Wed 7/3/24	Tue 7/9/24	7
9	Erosion Control	3 days	Mon 5/20/24	Wed 5/22/24	2
10	Install Sanitary Sewer System	30 days	Wed 7/10/24	Tue 8/20/24	8
11	Inspections & Testing	5 days	Wed 8/21/24	Tue 8/27/24	10
12	Cut & Plug Existing Sanitary	2 days	Wed 8/21/24	Thu 8/22/24	10
13	Abandone Grout Fill Existing Sanitary	2 days	Fri 8/23/24	Mon 8/26/24	12
14	Grading & Paving	10 days	Wed 8/21/24	Tue 9/3/24	10
15	Final Inspections	5 days	Wed 9/4/24	Tue 9/10/24	14
16	Final As-Builts Review	7 days	Wed 9/11/24	Thu 9/19/24	15



Project: Preliminary Schedule Upd
Date: Tue 5/7/24

Task	Inactive Task	Start-only	
Split	Inactive Milestone	Finish-only	
Milestone	Inactive Summary	Deadline	
Summary	Manual Task	Progress	
Project Summary	Duration-only	Manual Progress	
External Tasks	Manual Summary Rollup		
External Milestone	Manual Summary		

3.2.10 Tab 9 – Additional Forms

Proposers must complete and submit as part of its Proposal all of the following forms and/or documents.

- • Proposer Qualifications
- • Certification regarding debarment and suspension
- • Drug Free workplace certification
- • Non-Collusion Affidavit
- • Non-Discrimination Affidavit
- • E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

SEE FORMS ABOVE ENCLOSED!

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: ABSOLUTE CONSTRUCTION SERVICES, INC.

   Address: 18541 SW 43rd Street

   City, State, Zip: Miramar, FL 33029 Phone/Fax: (954) 673-2132 / (954) 639-7852

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

3. If Corporation, state:
   Date of Incorporation: 02/07/2011 State in which Incorporated: Florida

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

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

Adalberto Morejon, President	4/03/2012
Elizabeth Morejon, Vice-President	02/07/2011

6. The length of time in business: 13 years

7. The length of time (continuous) in business as a service organization in Florida:
   13 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.*

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 **Adalberto Morejon, President**

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Adalberto Morejon being first duly sworn, deposes and says that:

(1) He/She/They is/are the **President**
(Owner, Partner, Officer, Representative or Agent) of
Absolute Construction Services, Inc. the PROPONENT that has submitted the attached proposal;
(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
(3) Such Proposal is genuine and is not a collusive or sham Proposal;
(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness **Marina Martinez**

Witness **Sara Mederos**

By: _____
Signature

Adalberto Morejon, President
Print Name and Title

GENESSIS MEJIA
Notary Public - State of Florida
Commission # HH 427919
My Comm. Expires Jul 31, 2027
Bonded through National Notary Assn.

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: Adalberto Morejon

Title: President

Sworn and subscribed before this

6th day of May, 2024

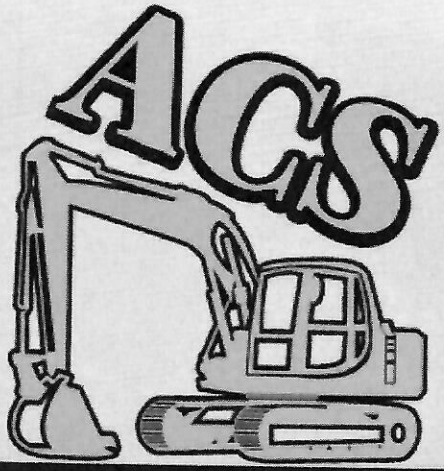
Notary Public, State of Florida

Genessis Mejia
(Printed Name)

GENESSIS MEJIA
Notary Public - State of Florida
Commission # HH 427919
My Comm. Expires Jul 31, 2027
Bonded through National Notary Assn.

My commission expires: 07/31/2027

3.2.1 - COVER PAGE



ABSOLUTE CONSTRUCTION SERVICES, INC.

18541 SW 43rd Street
Miramar, FL 33029
Ph: (954) 673-2132
Fx: (954) 639-7852
Office Hours: 8:00 am to 5:00 pm

ADALBERTO MOREJON
PRESIDENT

RFP 24-0507200

SANITARY SEWER GRAVITY MAIN RELOCATION ALONG 133RD STREET

May 7th, 2024 2:00 PM

albertacs@gmail.com https://absoluteconstructionservices-acs.com/

3.2.2 Tab 1 - Table of Contents

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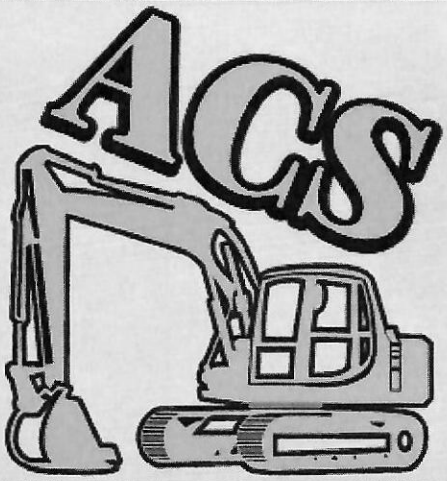
- Proposer Qualifications
- Certification regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street
Absolute Construction Services, Inc.

3.2.3 Tab 2 – Letter of Transmittal



Absolute Construction Services, Inc.

You Plan, We Propose, Together We Build South Florida's Underground Infrastructure!

18541 SW 43rd Street
Miramar, FL 33029
Office: (954) 639-7849
Cell: (954) 673-2132
Fax: (954) 639-7849
https://absoluteconstructionservices-acs.com/home

Always ready to help build your next project!

Project	Project Name	Date
RFP 24-0507200	Sanitary Sewer Gravity Main Relocation Along 133rd Street	May 6th, 2024

To: **City of Opa-Locka**	From: **Absolute Construction Services, Inc.**
❑	
List of attachments: Bid Package	
Transmittal Prepared by: Name: Adallberto Morejon Title: President Signature: *Albert Morejon*	
❑	

RFP 24-0507200
Sanitary Sewer Gravity Main Relocation Along 133rd Street
Absolute Construction Services, Inc.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

Absolute Construction Services, Inc. was founded in February 7th, 2011 and certified as a General Contractor and Underground Utility and Excavation Constractor by the State of Florida since its inception. Its President, Adalberto Morejon, Civil Engineer and Qualifier for the company has over 30 years of experience in the Civil Heavy Construction Industry. It is understood by this proposer that the work to be done includes the relocation of the existing sanitary sewer by the installation of new manholes and sanitary sewer line. Absolute Construction Services, Inc. and its owners and employees are 100 % confident of our capability to complete this project in a timely and efficient fashion and we commit to complete as such should we are awarded this project.

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.

Adalberto Morejon, President
18541 SW 43rd Street
Miramar, FL 33029
(954) 673-2132
albertacs@gmail.com

Elizabeth Morejon, Vice President
18541 SW 43rd Street
Miramar, FL 33029
(786) 299-3003
emorejon.acs@gmail.com

Alexander Morejon, Superintendent
18541 SW 43rd Street
Miramar, FL 33029
(305) 956-6173
alexanderjm.acs@gmail.com

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.

I, Adalberto Morejon as President of Absolute Construction Services, Inc. hereby certify the contents contained in this RFP 24-0507200 - Sanitary Sewer Gravity Main Relocation Along 133rd Street in and for the City of Opa-Locka are true and accurate to the best of my knowledge.

(seal)

Signature

5/06/2024
Date

Adalberto Morejon, President
Name (type or print) Title

State of: FLORIDA
County of: BROWARD
The foregoing instrument was acknowledged before me this 6th. day of May 2024 by Adalberto Morejon, President of Absolute Construction Services, Inc. who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission expires: 07/31/2027

Notary Public Signature

GENESSIS MEJIA
Notary Public - State of Florida
Commission # HH 427919
My Comm. Expires Jul 31, 2027
Bonded through National Notary Assn.

3.2.4 Tab 3 - General Information

3.2.4.1 **ABSOLUTE CONSTRUCTION SERVICES, INC.**

3.2.4.2 **18541 SW 43RD Street – Miramar, FL 33029 – (954) 673-2132**
3.2.4.3 N/A
3.2.4.4 **Business Hours:** Monday – Friday **8:00 am – 5:00 pm**
3.2.4.5 **Business located in the City of Miramar, FL**
3.2.4.6 **Business founded February 7th, 2011 in Miramar, FL**
3.2.4.7 **18541 SW 43rd Street, Miramar, FL 33029 – Three(3) Professional Staff at the Office**

3.2.4.8 N/A
3.2.4.9 **State of Florida Certified General Contractor CGC062154 / Certified Underground Utility and Excavation Contractor CUC1225061 (See attached licenses)**

See Attached:
ACS – CGC License
CUC License
Broward County CBE/SBE Certification

ACS – Broward County Business Tax Receipt
City of Miramar Business Tax Receipt

ACS - Certified Financial Statements

ACS - Certificates of Insurance

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOREJON, ADALBERTO

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43 STREET
MIRAMAR FL 33029

LICENSE NUMBER: CUC1225061

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOREJON, ADALBERTO

ABSOLUTE CONSTRUCTION SERVICES, INC.
18541 SW 43 STREET
MIRAMAR FL 33029

LICENSE NUMBER: CGC062154

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY
FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CERTIFIED

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

THIS CERTIFICATE IS AWARDED TO

ABSOLUTE CONSTRUCTION SERVICES, INC.

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

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

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.05.22 12:17:37 -04'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: May 15th

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

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

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 ▪ FAX: 954-357-5674 ▪ TTY: 954-357-5664

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 189-264535

Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** ALL OTHER TYPES CONTRACTOR (UNDERGR UTILITY & EXCAV CO)

Owner Name: MOREJON, ADALBERTO
Business Location: 18541 SW 43 ST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 09/19/2014
State/County/Cert/Reg: CUC1225061
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43 ST
MIRAMAR, FL 33029

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

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State/County/Cert/Reg: CUC1225061
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 180-257449

Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ADALBERTO MOREJON, CEO
Business Location: 18541 SW 43AST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 08/30/2013
State/County/Cert/Reg: CGC062154
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43AST
MIRAMAR, FL 33029

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 180-257449

Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ADALBERTO MOREJON, CEO
Business Location: 18541 SW 43AST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 08/30/2013
State/County/Cert/Reg: CGC062154
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

City of Miramar

Business Tax Receipt

Issue Date: 10/01/2023
Expiration Date: 09/30/2024

Business ID
12000242

(954) 602-3040 or (954) 602-3061 Phone
(954) 602-3470 or (954) 602-4498 Fax
businesstax@miramarfl.gov

ABSOLUTE CONSTRUCTION SERVICES INC
ADALBERTO MOREJON
18541 SW 43RD ST
MIRAMAR, FL 33029

Home-Based Restrictions Only
Mail & Phone Only
No Employees at Home
No Work on Premises
No Clients at Home
No Deliveries to Home
Office Only

Cottage-Based Restrictions
Cottage food businesses are allowed in accordance with Florda Statute 500.80, except that the home shall not be used for retail. Please see regulations title 21 part 101.
Only one employee allowed which includes family members residing at the home. No commercial vehicles parked overnight on the premises.

BUSINESS TAX RECEIPT

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in the business of:

CONTRACTOR	CONTRACTOR	15354

Business Location:

18541 SW 43 STREET
MIRAMAR FL 33029

This License is NOT Transferable
Your Business Tax Receipt Must be displayed.

ABSOLUTE CONTRUCTION SERVICES, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2022

Hoyos & Aguilar, P.A.
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Stockholder
Absolute Construction Services, Inc.
Miramar, Florida

We have reviewed the accompanying financial statements of Absolute Construction Services, Inc. (an S-Corporation), which comprise the balance sheet as of December 31, 2022, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Absolute Construction Services, Inc. and to meet our ethical requirements, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

HOYOS & AGUILAR, P.A.
Certified Public Accountants
Coral Gables, Florida
May 15, 2023

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ABSOLUTE CONSTRUCTION SERVICES, INC.
BALANCE SHEET
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

Assets		
Current Assets:		
Cash and cash equivalents	$	153,717
Contracts receivable		237,639
Contract assets		207,344
Total Current Assets		598,700
Property and Equipment, net		160,447
Total Assets	$	759,147
Liabilities and Stockholder's Equity		
Current Liabilities:		
Accounts payable and accrued expenses	$	359,682
Contract liabilities		16,045
Current portion of long-term debt		16,601
Total Current Liabilities		392,328
Long-Term Liabilities, less current portion		87,088
Total Liabilities		479,416
Stockholder's Equity:		
Common stock, $1.00 par value, 100 shares authorized and issued		100
Additional paid-in capital		55,142
Retained earnings		224,489
Total Stockholder's Equity		279,731
Total Liabilities and Stockholder's Equity	$	759,147

ABSOLUTE CONSTRUCTION SERVICES, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2022

Contract revenues earned	$	1,796,926
Cost of revenues earned		1,502,069
Gross profit		294,857
General and administrative expenses:		
Automobile expense		13,597
Bank service charges		184
Depreciation expense		10,062
Insurance expense		8,655
Licenses and permits		10,042
Office expense		3,862
Professional fees		18,674
Salaries - officer's		43,964
Salaries - administrative		42,603
Taxes - payroll		7,119
Telecommunications		5,928
Utilities expense		691
Total general and administrative expenses		165,381
Net income from operations		129,476
Other expense:		
Interest expense		(7,640)
Net income		121,836
Retained earnings - January 1, 2022		102,653
Retained earnings - December 31, 2022	$	224,489

ABSOLUTE CONSTRUCTION SERVICES, INC.
STATEMENT OF CASH FLOWS
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2022

Cash flows from operating activities:		
Net income	$	121,836
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense		10,062
(Increase) decrease in:		
Contracts receivable		(237,639)
Contract assets		(207,344)
Increase (decrease) in:		
Accounts payable and accrued expenses		359,683
Contract liabilities		16,045
Net cash provided by operating activities		62,643
Cash flows from investment activities:		
Purchase of transportation and machinery equipment		(24,814)
Net cash used in investment activities		(24,814)
Cash flows from financing activities:		
Capital contributions		54,690
Repayment on long-term debt, net		(6,069)
Net cash provided by financing activities		48,621
Net increase in cash		86,450
Cash and cash equivalents - January 1, 2022		67,267
Cash and cash equivalents - December 31, 2022	$	153,717
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	7,640
Supplemental disclosure of noncash investing activities:		
Purchase of transportation and machinery equipment by entering into long-term debt	$	119,758

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) NATURE OF BUSINESS

Absolute Construction Services, Inc. ("Company") was organized on February 7, 2011 in the State of Florida. The Company is engaged in the business of providing underground construction services in the South Florida area. The work is performed principally under cost-plus fee contracts and fixed-price contracts. The Company's revenue consists mostly of contracts with Federal, State, and Local municipalities.

B) REVENUE AND COST RECOGNITION

The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") Account Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers.

Revenue is derived from construction contracts that typically span six to eighteen months. The majority of our contracts have a single performance obligation satisfied over time as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Payments are also due over time in installments, based on project phases as specified in the contract, with a final payment due at the time of project completion and customer acceptance.

The Company recognizes revenues from fixed-price construction contracts using the cost-to-cost input method, which measures progress toward completion using the ratio of project costs incurred to estimated total costs for each contract because of the continuous transfer of control to the customer as all of the work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. This continuous transfer of control to the customer is further supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay the Company for costs incurred plus a reasonable profit and take control of any work in process. The cost-to-cost method is used because management considers it to be the best available measure of progress on these contracts.

Contract costs consist of direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications / change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B) REVENUE AND COST RECOGNITION (CONTINUED)

The contract asset, "Costs and estimated earnings in excess of billings on uncompleted contracts'" represents revenues recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

C) FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's balance sheet includes the following financial instruments: cash and cash equivalents, contracts receivable, accounts payable and long-term debt. The recorded values of cash, contracts receivable and accounts payable approximate their fair values based on their short-term nature. The recorded value of long-term debt approximates its fair values, as interest approximates market rates.

FASB ASC 820 defines fair value as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date". The Company uses the following three level valuation hierarchy based upon observable and non-observable inputs:

Level 1 – Quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Other than quoted market prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs that are used to measure fair value to the extent that observable inputs are not available. This valuation method utilizes management's estimates or market participant assumptions.

D) CASH AND CASH EQUIVALENTS

For purposes of reporting the statements of cash flows, the Company considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

E) CONTRACTS RECEIVABLE

Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts, if an allowance is deemed necessary. Allowances for doubtful accounts is established when there is a basis to doubt the full collectability of contracts receivable which is based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. Normally, contracts receivable are due within 30 days after submission of payment requisition and retainage receivable (a contract asset) is generally due within 30 days of contract completion and acceptance by the owner. Receivables more than 90 days are considered past due. The Company does not accrue interest on past due receivables.

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F) CONTRACT ASSETS AND LIABILITIES

The timing of revenue recognition, billings and cash collections results in billed contracts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the balance sheet. Amounts are billed as work progresses in accordance with agreed-upon contractual terms or upon achievement of contractual milestones. Contract assets include unbilled amounts typically resulting from revenue under long-term contracts when the percentage of completion method of revenue recognition is utilized and revenue recognition exceeds the amount billed to the customer. Contract liabilities consist of advance payments and billings in excess of revenue recognized.

Retainage receivable, included in contract assets, represent the amounts withheld from billings by our customers pursuant to provisions in the contracts and may not be paid to us until the completion of specific tasks or the completion of the project and, in some instances, for even longer periods. Retainage may also be subject to restrictive conditions such as performance guarantees.

G) PROPERTY AND EQUIPMENT

Property and equipment are stated at cost net of accumulated depreciation. Depreciation is calculated using straight-line method over the respective useful lives of the assets. Major additions and improvements are capitalized, while maintenance and repairs that do not improve or extend the lives of the respective assets are charged to expense as incurred. The Company periodically reviews property and equipment for impairment to include changes in operational and market conditions, and adjusts the carrying value and economic life of any impaired assets as appropriate.

H) IMPAIRMENT OF LONG-LIVED ASSETS

The Company periodically reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to results from its use and eventual disposition. If an asset or asset group fails the recoverability test, a fair value measurement will be performed to determine and record an impairment charged deemed appropriate.

I) CONCENTRATION OF RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. The Company maintains cash balances at several financial institutions located in South Florida. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000.

J) USE OF ESTIMATES

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and judgements that affect the reported amounts of assets and liabilities, revenues and expenses, and the related disclosures of contingent assets and liabilities at the date of the financial statements. Certain accounting estimates of the

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J) USE OF ESTIMATES (CONTINUED)

company requires a higher degree of judgement than others in their application. They include the recognition of revenue and earnings from construction contracts over time, the valuation of long-lived assets, goodwill, and purchase accounting estimates. Management continually evaluates all its estimates and judgements based on available information and experience; however, actual results could differ from those estimates.

At December 31, 2021, current federal income tax liabilities passed through to the stockholders, using an estimated effective tax rate of 22% are summarized as follows:

Taxable income	$ 42,735
Effective tax rate	22%
Stockholders current tax liability	9,402
Less: tax deposits and credits	-
Net, stockholders current federal tax liability	$ 9,402

Management intends to disburse approximately $9,402 to the stockholder subsequent to year end to pay income taxes.

Although not shown in the accompanying financial statements, deferred federal income tax liability pass-through to the stockholders at December 31, 2022 is mostly attributable to the fact that the Company's income tax return uses the cash basis method of accounting for reporting taxable income and depreciates its property and equipment using accelerated method. Approximately $182,000 of the Company's financial statements retained earnings has not been subjected to income tax as of December 31, 2022 due to cumulative differences of using cash basis and accelerated depreciation methods for tax purposes.

The Company has adopted FASB ASC 740-10-25, Accounting for Uncertainty in Income Taxes. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company's evaluation on December 31, 2022, revealed no uncertain tax positions that would have a material impact on the financial statements. The 2019 through 2022 tax years remain subject to examination by the Internal Revenue Service. The Company does not believe that any reasonable possible changes will occur within the next twelve months that will have a material impact on the financial statements.

K) WARRANTY

Warranty costs are normally incurred prior to project completion and are charged to project costs as they are incurred. Warranty costs incurred subsequent to project completion were not material for the year. As December 31, 2022, no accrued liability was considered necessary by management of the Company for warranties on completed jobs.

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 2 - CONTRACTS RECEIVABLE

At December 31, 2022 and 2021, contracts receivable consists of the following:

	December 31, 2022	December 31, 2021
Completed contracts	$ 133,605	$ -
Contracts in progress	104,034	-
	237,639	-
Allowance for doubtful accounts	-	-
	$ 237,639	$ -

Of the total contract's receivable above, $208,568 (66%) have been collected through May 15, 2023.

Management has determined that an allowance for doubtful accounts is not required. This determination is based on the Company's collection history, the creditworthiness of its customers, subsequent collections of outstanding balances, and legal remedies available to the Company.

NOTE 3 - CONTRACT ASSETS AND LIABILITIES

Contract assets are the Company's rights to consideration in exchange for goods or services that the Company has transferred to a customer when the right is conditioned on something other than the passage of time.

The components of the contract assets balances are as follows:

Contract Assets	December 31, 2022	December 31, 2021
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 127,651	$ -
Contract retainage, net	79,693	-
Total contract assets	$ 207,344	$ -

Of the total contract retainage above, $74,391 (93%) have been collected through May 15, 2023.

Management has determined that an allowance for doubtful accounts is not required on outstanding contract retainage. This determination is based on the Company's collection history, the creditworthiness of its customers, subsequent collections of outstanding balances, and legal remedies available to the Company.

Contract liabilities are the Company's obligation to transfer goods or services to a customer for which the Company has received consideration from the customer.

The components of the contract liabilities balances are as follows:

Contract Liabilities	December 31, 2022	December 31, 2021
Billings in excess of costs and estimated earnings on uncompleted contracts	$ 16,045	$ -

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment are summarized by major classifications as follows:

Machinery and equipment	$ 83,347
Transportation equipment	251,241
	334,588
Less: accumulated depreciation	174,141
	$ 160,447

Depreciation of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets. Depreciation expense for the year ended December 31, 2022 was $10,062 for which is included as general and administrative expenses.

NOTE 5 - ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses include amounts due to subcontractors and suppliers as of December 31, 2022. At December 31, 2022, two vendors accounted for accounts payable comprising of 45% of the Company's total payables. Total accounts payable due to these vendors amounted to $164,767.

NOTE 6 - LONG-TERM DEBT

Long-term debt is summarized as follows:

Notes payable to Ally Bank in monthly installments totaling $1,045 with interest ranging from 8.95% to 9.19% through January 2029. The notes are secured by the Company's transportation equipment.	$ 57,209
Note payable to Pawnee Leasing Corporation in monthly installments totaling $1,329 with interest of 16.50% through December 2026. The note is secured by the Company's machinery equipment.	46,480
	103,689
Less: current portion	16,601
Total long-term debt	$ 87,088

Long-term debt at December 31, 2022 matures as follows:

Year ending December31,	
2023	$ 16,601
2024	18,917
2025	21,585
2026	24,662
2027	10,999
Thereafter	10,925
	$ 103,689

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 7 - SIGNIFICANT ESTIMATE REVISION ON CONTRACTS

During the year ended December 31, 2022, certain contracts of the Company have experienced increases and decreases in their estimated gross profit as a result of revisions in the scope of work, job conditions and job performances.

NOTE 8 - MAJOR CUSTOMERS

For the year ended December 31, 2022, contract revenues from three major customers amounted to $1,164,494 and comprised approximately 64% of total revenues. The total amount due from these three customers was $206,402 at December 31, 2022.

NOTE 9 - UNCOMPLETED CONTRACTS

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows:

Costs incurred on uncompleted contracts	$ 875,690
Estimated earnings	150,965
	1,026,655
Less: billings to date	(915,050)
Net, under billing	$ 111,605
Included in contract assets and contract liabilities:	
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 127,650
Billings in excess of costs and estimated earnings on uncompleted contracts	(16,045)
	$ 111,605

NOTE 10 - BACKLOG

The following schedule summaries changes in backlog on contracts during the year ended December 31, 2022. Backlog represents the amounts of revenue the Company expects to realize from uncompleted contracts in progress during the year and from contractual agreements on which work has not yet begun:

Backlog balance at December 31, 2021	$ -
New contracts and adjustments	3,505,015
	3,505,015
Less: Contract revenues earned at December 31, 2022	(1,796,926)
Backlog balance at December 31, 2022	$ 1,708,089

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2022

NOTE 11 - SURETY INDEMNITY AGREEMENT

In the ordinary course of business, the Company may obtain a surety bond which provides certain customers to comply with contract provisions and performance under those contracts.

In the event of non-performance by the Company under a contract resulting in a paid loss by the surety, and based upon the terms and conditions of the indemnity agreement signed by the Company and the stockholder, the Company and the stockholder may be liable to the surety for those amounts paid on behalf of the Company.

Management believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts involved.

NOTE 12 - SUBSEQUENT EVENTS

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through May 15, 2023, the date of the financial statements were available to be issued.

NOTE 13 - COMMITMENTS AND CONTINGENCIES

From time to time, the Company is involved in routine litigation that arises in the ordinary course of business. There are no pending significant legal proceedings to which the Company is party to, for which management believes the ultimate outcome will have a material adverse effect on the Company's financial position.

SUPPLEMENTARY INFORMATION

Hoyos & Aguilar, P.A.
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT ON SUPPLEMENTARY INFORMATION

To the Stockholder
Absolute Construction Services, Inc.
Miramar, Florida

Our report on our review of the basic financial statements of Absolute Construction Services, Inc. for the year ended December 31, 2022 appears on page one. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedules of Completed Contracts, Uncompleted Contracts and Earnings from Contracts is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

HOYOS & AGUILAR, P.A.
Certified Public Accountants
Coral Gables, Florida
May 15, 2023

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Absolute Construction Services, Inc.
Schedule of Completed Contracts
For the year ended December 31, 2022
(See Independent Accountants' Review Report on Supplementary Information)

Construction Project	Contract Totals: Construction Earned	Direct Cost	Gross Profit	Gross Profit Percentage	Gross Profit Recognized: Through December 31, 2021	Through December 31, 2022
Chen Medical	$ 73,151	$ 49,431	$ 23,720	32%	$ -	$ 23,720
IHOP Pompano Beach	196,175	145,342	50,833	26%	-	50,833
IHOP Broward	52,389	41,492	10,897	21%	-	10,897
Cloverleaf Park	96,299	85,593	10,706	11%	-	10,706
Bal Harbour Shops	54,875	36,593	18,282	33%	-	18,282
Gulf Building Office Complex	116,263	110,361	5,902	5%	-	5,902
Miscellaneous Projects	181,119	157,567	23,552	13%	-	23,552
	$ 770,271	$ 626,379	$ 143,892	19%	$ -	$ 143,892

Absolute Construction Services, Inc.
Schedule of Uncompleted Contracts
For the year ended December 31, 2022
(See Independent Accountants' Review Report on Supplementary Information)

	Total Contract				From Inception to December 31, 2022			At December 31, 2022				Gross Profit Recognition	
Contract Description	Contract Amount	Estimated Cost	Estimated Gross Profit	Estimated Gross Profit	Billings to Date	Cost to Date	Profit to Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Estimated Cost to Complete	% Complete	Backlog Gross Profit	Through 12/31/2021	Through 12/31/2022
Bahia Mar	$ 497,295	$ 415,000	$ 82,295	17%	$ 18,975	$ 12,961	$ 2,570	$ -	$ 3,444	$ 402,039	3.12%	$ 79,725	$ -	$ 2,570
Bal Harbour Village Park Community	635,923	715,000	120,923	14%	543,311	553,051	93,534	103,274	-	161,949	77.35%	27,389	-	93,534
City of Coral Gables - Parking Garage	463,091	370,000	93,091	20%	-	1,765	444	2,209	-	368,235	0.48%	92,647	-	444
Parkland Golf & Country Club 91	72,585	58,000	14,585	20%	-	-	-	-	-	58,000	0.00%	14,585	-	-
Eighteen Sunset	737,805	630,000	107,805	15%	317,744	290,245	49,666	22,167	-	339,755	46.07%	58,139	-	49,666
Cooper Residence	59,525	47,620	11,905	20%	-	-	-	-	-	47,620	0.00%	11,905	-	-
Smith Alawadhi Residence	68,520	54,000	14,520	21%	35,020	17,668	4,751	-	12,601	36,332	32.72%	9,769	-	4,751
	$ 2,734,744	$ 2,289,620	$ 445,124	16%	$ 915,050	$ 875,690	$ 150,965	$ 127,650	$ 16,045	$ 1,413,930		$ 294,159	$ -	$ 150,965

Absolute Construction Services, Inc.
Earnings from Contracts
For the year ended December 31, 2022
(See Independent Accountants' Review Report on Supplementary Information)

	Construction Revenue	Direct Cost	Gross Profit	Gross Profit Percentage
Completed Contracts at December 31, 2022	$ 770,271	$ 626,379	$ 143,892	19%
Uncompleted Contracts at December 31, 2022	1,026,655	875,690	150,965	15%
	1,796,926	1,502,069	294,857	
Less: Uncompleted Contracts at December 31, 2021	-	-	-	
Statement of Income at December 31, 2022	$ 1,796,926	$ 1,502,069	$ 294,857	16%

ABSOLUTE CONTRUCTION SERVICES, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2023

Hoyos & Aguilar, P.A.
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Stockholder
Absolute Construction Services, Inc.
Miramar, Florida

We have reviewed the accompanying financial statements of Absolute Construction Services, Inc. (an S-Corporation), which comprise the balance sheet as of December 31, 2023, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Absolute Construction Services, Inc. and to meet our ethical requirements, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

HOYOS & AGUILAR, P.A.
Certified Public Accountants
Coral Gables, Florida
April 24, 2024

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ABSOLUTE CONSTRUCTION SERVICES, INC.
BALANCE SHEET
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

Assets		
Current Assets:		
Cash and cash equivalents	$	160,441
Contracts receivable		890,897
Contract assets		654,436
Total Current Assets		1,705,774
Property and Equipment, net:		365,591
Total Assets	$	2,071,365
Liabilities and Stockholder's Equity		
Current Liabilities:		
Accounts payable and accrued expenses	$	776,510
Contract liabilities		295,620
Current portion of long-term debt		66,991
Total Current Liabilities		1,139,121
Long-Term Liabilities, less current portion		503,778
Total Liabilities		1,642,899
Stockholder's Equity:		
Common stock, $1.00 par value, 100 shares authorized and issued		100
Additional paid-in capital		95,142
Retained earnings		333,224
Total Stockholder's Equity		428,466
Total Liabilities and Stockholder's Equity	$	2,071,365

ABSOLUTE CONSTRUCTION SERVICES, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2023

Contract revenues earned	$	4,441,032
Cost of revenues earned		3,901,988
Gross profit		539,044
General and administrative expenses:		
Bank service charges		941
Meals and entertainment		903
Office expense		8,012
Professional fees		8,250
Telecommunications		8,363
Utilities expense		433
Total general and administrative expenses		26,902
Net income from operations		512,142
Other income (expense):		
Gain on disposition of equipment		6,367
Interest expense		(71,054)
Net income		447,455
Retained earnings - January 1, 2023		224,489
Prior period adjustment		(299,800)
Stockholder distributions		(38,920)
Retained earnings - December 31, 2023	$	333,224

ABSOLUTE CONSTRUCTION SERVICES, INC.
STATEMENT OF CASH FLOWS
(SEE ACCOMPANYING NOTES AND INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
FOR THE YEAR ENDED DECEMBER 31, 2023

Cash flows from operating activities:		
Net income	$	447,455
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense		28,325
Gain on disposition of equipment		(6,367)
(Increase) decrease in:		
Contracts receivable		(653,258)
Contract assets		(447,092)
Increase (decrease) in:		
Accounts payable and accrued expenses		416,828
Contract liabilities		279,575
Net cash provided by operating activities		65,466
Cash flows from investment activities:		
Proceeds from disposition of equipment		53,039
Purchase of machinery and equipment		(79,881)
Net cash used in investment activities		(26,842)
Cash flows from financing activities:		
Capital contributions		40,000
Repayment on long-term debt, net		(32,980)
Stockholder distributions		(38,920)
Net cash used in financing activities		(31,900)
Net increase in cash		6,724
Cash and cash equivalents - January 1, 2023		153,717
Cash and cash equivalents - December 31, 2023	$	160,441
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	71,054
Supplemental disclosure of noncash investing activities:		
Purchase of transportation and machinery equipment by entering into long-term debt	$	207,760

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) NATURE OF BUSINESS

Absolute Construction Services, Inc. ("Company") was organized on February 7, 2011 in the State of Florida. The Company is engaged in the business of providing underground construction services in the South Florida area. The Company's revenue consists mostly of contracts with Federal, State, and Local municipalities.

B) REVENUE AND COST RECOGNITION

The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") Account Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers.

Revenue is derived from construction contracts that typically span six to eighteen months. The majority of our contracts have a single performance obligation satisfied over time as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Payments are also due over time in installments, based on project phases as specified in the contract, with a final payment due at the time of project completion and customer acceptance.

The Company recognizes revenues from fixed-price construction contracts using the cost-to-cost input method, which measures progress toward completion using the ratio of project costs incurred to estimated total costs for each contract because of the continuous transfer of control to the customer as all of the work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. This continuous transfer of control to the customer is further supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay the Company for costs incurred plus a reasonable profit and take control of any work in process. The cost-to-cost method is used because management considers it to be the best available measure of progress on these contracts.

Contract costs consist of direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications / change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

The contract asset, "Costs and estimated earnings in excess of billings on uncompleted contracts'" represents revenues recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C) FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's balance sheet includes the following financial instruments: cash and cash equivalents, contracts receivable, accounts payable and long-term debt. The recorded values of cash, contracts receivable and accounts payable approximate their fair values based on their short-term nature. The recorded value of long-term debt approximates its fair values, as interest approximates market rates.

FASB ASC 820 defines fair value as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date". The Company uses the following three level valuation hierarchy based upon observable and non-observable inputs:

Level 1 – Quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Other than quoted market prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs that are used to measure fair value to the extent that observable inputs are not available. This valuation method utilizes management's estimates or market participant assumptions.

D) CASH AND CASH EQUIVALENTS

For purposes of reporting the statements of cash flows, the Company considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

E) CONTRACTS RECEIVABLE

Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts, if an allowance is deemed necessary. Allowances for doubtful accounts is established when there is a basis to doubt the full collectability of contracts receivable which is based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. Normally, contracts receivable are due within 30 days after submission of payment requisition and retainage receivable (a contract asset) is generally due within 30 days of contract completion and acceptance by the owner. Receivables more than 90 days are considered past due. The Company does not accrue interest on past due receivables.

F) CONTRACT ASSETS AND LIABILITIES

The timing of revenue recognition, billings and cash collections results in billed contracts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the balance sheet. Amounts are billed as work progresses in accordance with agreed-upon contractual terms or upon achievement of contractual milestones. Contract assets include unbilled amounts typically resulting from revenue under long-term contracts when the percentage of completion method of revenue

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F) CONTRACT ASSETS AND LIABILITIES

recognition is utilized and revenue recognition exceeds the amount billed to the customer. Contract liabilities consist of advance payments and billings in excess of revenue recognized.

Retainage receivable, included in contract assets, represent the amounts withheld from billings by our customers pursuant to provisions in the contracts and may not be paid to us until the completion of specific tasks or the completion of the project and, in some instances, for even longer periods. Retainage may also be subject to restrictive conditions such as performance guarantees.

G) PROPERTY AND EQUIPMENT

Property and equipment are stated at cost net of accumulated depreciation. Depreciation is calculated using straight-line method over the respective useful lives of the assets. Major additions and improvements are capitalized, while maintenance and repairs that do not improve or extend the lives of the respective assets are charged to expense as incurred. The Company periodically reviews property and equipment for impairment to include changes in operational and market conditions, and adjusts the carrying value and economic life of any impaired assets as appropriate.

H) IMPAIRMENT OF LONG-LIVED ASSETS

The Company periodically reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to results from its use and eventual disposition. If an asset or asset group fails the recoverability test, a fair value measurement will be performed to determine and record an impairment charged deemed appropriate.

I) CONCENTRATION OF RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. The Company maintains cash balances at several financial institutions located in South Florida. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000.

J) USE OF ESTIMATES

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and judgements that affect the reported amounts of assets and liabilities, revenues and expenses, and the related disclosures of contingent assets and liabilities at the date of the financial statements. Certain accounting estimates of the company requires a higher degree of judgement than others in their application. They include the recognition of revenue and earnings from construction contracts over time, the valuation of long-lived assets, goodwill, and purchase accounting estimates. Management continually evaluates all its estimates and judgements based on available information and experience; however, actual results could differ from those estimates.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K) INCOME TAXES

The Company uses the percentage-of-completion method of reporting revenue from long-term construction contracts for financial statement purposes; however, the Company utilizes the cash method for tax reporting purposes.

The Company and its stockholder have elected to be treated as a "Small Business Corporation" for income tax purposes under Subchapter "S" of the Internal Revenue Code. In accordance with provisions of such election, the Company's income or loss passes through to its stockholder each year, and thus pays no federal corporate income tax itself. However, the Company generally distributes funds to the stockholder through stockholder distributions to pay income taxes attributable to corporate earnings.

At December 31, 2023, current federal income tax liabilities passed through to the stockholders, using an estimated effective tax rate of 35% are summarized as follows:

Taxable income	$ 290,000
Effective tax rate	35%
Stockholders current tax liability	101,500
Less: tax deposits and credits	-
Net, stockholders current federal tax liability	$ 101,500

Management intends to disburse approximately $101,500 to the stockholder subsequent to year end to pay income taxes.

Although not shown in the accompanying financial statements, deferred federal income tax liability pass-through to the stockholders at December 31, 2023 is mostly attributable to the fact that the Company's income tax return uses the cash basis method of accounting for reporting taxable income and depreciates its property and equipment using accelerated method. Approximately $82,000 of the Company's financial statements retained earnings has not been subjected to income tax as of December 31, 2023 due to cumulative differences of using cash basis and accelerated depreciation methods for tax purposes.

The Company has adopted FASB ASC 740-10-25, Accounting for Uncertainty in Income Taxes. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company's evaluation on December 31, 2023, revealed no uncertain tax positions that would have a material impact on the financial statements. The 2020 through 2023 tax years remain subject to examination by the Internal Revenue Service. The Company does not believe that any reasonable possible changes will occur within the next twelve months that will have a material impact on the financial statements.

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L) WARRANTY

Warranty costs are normally incurred prior to project completion and are charged to project costs as they are incurred. Warranty costs incurred subsequent to project completion were not material for the year. As December 31, 2023, no accrued liability was considered necessary by management of the Company for warranties on completed jobs.

NOTE 2 - CONTRACTS RECEIVABLE

At December 31, 2023 and 2023, contracts receivable consists of the following:

	December 31, 2023	December 31, 2022
Completed contracts	$ 269,459	$ 133,605
Contracts in progress	621,438	104,034
	890,897	237,639
Allowance for doubtful accounts	-	-
	$ 890,897	$ 237,639

Of the total contract's receivable above, $703,964 (79%) have been collected through April, 24, 2024. Management has determined that an allowance for doubtful accounts is not required. This determination is based on the Company's collection history, the creditworthiness of its customers, subsequent collections of outstanding balances, and legal remedies available to the Company.

NOTE 3 - CONTRACT ASSETS AND LIABILITIES

Contract assets are the Company's rights to consideration in exchange for goods or services that the Company has transferred to a customer when the right is conditioned on something other than the passage of time.

The components of the contract assets balances are as follows:

Contract Assets	December 31, 2023	December 31, 2022
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 216,206	$ 127,651
Contract retainage, net	438,230	79,693
Total contract assets	$ 654,436	$ 207,344

Of the total contract retainage above, $299,231 (68%) have been collected through April, 24, 2024. Management has determined that an allowance for doubtful accounts is not required on outstanding contract retainage. This determination is based on the Company's collection history, the creditworthiness of its customers, subsequent collections of outstanding balances, and legal remedies available to the Company

NOTE 3 - CONTRACT ASSETS AND LIABILITIES (CONTINUED)

Contract liabilities are the Company's obligation to transfer goods or services to a customer for which the Company has received consideration from the customer.

The components of the contract liabilities balances are as follows:

Contract Liabilities	December 31, 2023	December 31, 2022
Billings in excess of costs and estimated earnings on uncompleted contracts	$ 295,620	$ 16,045

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment are summarized by major classifications as follows:

Machinery and equipment	$ 435,607
Transportation equipment	127,897
	563,504
Less: accumulated depreciation	197,913
	$ 365,591

Depreciation of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets. Depreciation expense for the year ended December 31, 2023 was $28,325 which is included as cost of revenues earned.

NOTE 5 - ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses include amounts due to subcontractors and suppliers as of December 31, 2023. At December 31, 2023, five vendors accounted for accounts payable comprising of 67% of the Company's total payables. Total accounts payable due to these vendors amounted to $518,670.

NOTE 6 - LONG-TERM DEBT

Long-term debt is summarized as follows:

Notes payable to Ally Bank in monthly installments totaling $1,045 with interest ranging from 8.95% to 9.19% through January 2029. The notes are secured by the Company's transportation equipment.	$ 49,545
Note payable to Arrigo Auto Group in monthly installments totaling $706 with interest of 11.759% through May 2029. The note is secured by the Company's transportation equipment.	34,131
Note payable to Balboa Capital in monthly installments totaling $4,658 with interest of 16.50% through June 2028. The note is secured by the Company's machinery equipment.	61,483

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 6 - LONG-TERM DEBT (CONTINUED)

Note payable to 360 Equipment Finance in monthly installments totaling $2,369 with interest of 21.188% through October 2025. The note is secured by the Company's machinery equipment.	42,871
Note payable to Navitas Credit in monthly installments totaling $1,308 with interest of 14.262% through September 2027. The note is secured by the Company's machinery equipment.	45,396
Note payable to Pawnee Leasing Corporation in monthly installments totaling $1,329 with interest of 16.50% through December 2026. The note is secured by the Company's machinery equipment.	37,543
Note payable to Small Business Administration in monthly installments totaling $1,514 with interest of 3.75% through June 2050. The note is secured by the Company's assets.	299,800
	570,769
Less: current portion	66,991
Total long-term debt	$ 503,778

Long-term debt at December 31, 2023 matures as follows:

Year ending December31,	
2024	$ 66,991
2025	73,002
2026	63,195
2027	52,996
2028	29,580
Thereafter	285,005
	$ 570,769

NOTE 7 - SIGNIFICANT ESTIMATE REVISION ON CONTRACTS

During the year ended December 31, 2023, certain contracts of the Company have experienced increases and decreases in their estimated gross profit as a result of revisions in the scope of work, job conditions and job performances.

NOTE 8 - MAJOR CUSTOMERS

For the year ended December 31, 2023, contract revenues from five major customers amounted to $3,181,491 and comprised approximately 72% of total revenues. The total amount due from these five customers was $823,762 at December 31, 2023.

NOTE 9 - UNCOMPLETED CONTRACTS

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows:

Costs incurred on uncompleted contracts	$ 2,520,358
Estimated earnings	446,846
	2,967,204
Less: billings to date	(3,046,618)
Net, over billing	$ (79,414)
Included in contract assets and contract liabilities:	
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 216,206
Billings in excess of costs and estimated earnings on uncompleted contracts	(295,620)
	$ (79,414)

NOTE 10 - BACKLOG

The following schedule summaries changes in backlog on contracts during the year ended December 31, 2023. Backlog represents the amounts of revenue the Company expects to realize from uncompleted contracts in progress during the year and from contractual agreements on which work has not yet begun:

Backlog balance at December 31, 2021	$ 1,708,089
New contracts and adjustments	5,149,707
	6,857,796
Less: Contract revenues earned at December 31, 2022	(4,441,032)
Backlog balance at December 31, 2023	$ 2,416,764

NOTE 11 - SURETY INDEMNITY AGREEMENT

In the ordinary course of business, the Company may obtain a surety bond which provides certain customers to comply with contract provisions and performance under those contracts.

In the event of non-performance by the Company under a contract resulting in a paid loss by the surety, and based upon the terms and conditions of the indemnity agreement signed by the Company and the stockholder, the Company and the stockholder may be liable to the surety for those amounts paid on behalf of the Company.

Management believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts involved.

ABSOLUTE CONSTRUCTION SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
(SEE INDEPENDENT ACCOUNTANTS' REVIEW REPORT)
DECEMBER 31, 2023

NOTE 12 - PRIOR PERIOD ADJUSTMENT

A prior period adjustment was made to record the Small Business Administration ("SBA") Economic Injury Disaster Loans that were secured by the Company in June 2020 for $98,000 and June 2021 for $201,800, resulting in a total loan amount of $299,800. These funds were used to pay business debts and expenses to suppliers and subcontractors in above referenced years.

NOTE 13 - SUBSEQUENT EVENTS

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 24, 2024, the date of the financial statements were available to be issued.

NOTE 14 - COMMITMENTS AND CONTINGENCIES

From time to time, the Company is involved in routine litigation that arises in the ordinary course of business. There are no pending significant legal proceedings to which the Company is party to, for which management believes the ultimate outcome will have a material adverse effect on the Company's financial position.

SUPPLEMENTARY INFORMATION

Hoyos & Aguilar, P.A.
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT ON SUPPLEMENTARY INFORMATION

To the Stockholder
Absolute Construction Services, Inc.
Miramar, Florida

Our report on our review of the basic financial statements of Absolute Construction Services, Inc. for the year ended December 31, 2023 appears on page one. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedules of Completed Contracts, Uncompleted Contracts and Earnings from Contracts is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

HOYOS & AGUILAR, P.A.
Certified Public Accountants
Coral Gables, Florida
April 24, 2024

814 Ponce De Leon Blvd. • Suite 310 • Coral Gables, Florida 33134
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Absolute Construction Services, Inc.
Schedule of Completed Contracts
For the year ended December 31, 2023
(See Independent Accountants' Review Report on Supplementary Information)

Construction Project	Contract Totals: Construction Earned	Contract Totals: Direct Cost	Contract Totals: Gross Profit (Loss)	Gross Profit Percentage	Gross Profit (Loss) Recognized: Through December 31, 2022	Gross Profit (Loss) Recognized: Through December 31, 2023
Bal Harbour Village Park Community	$ 1,108,965	$ 1,124,063	$ (15,098)	-1%	$ 93,534	$ (108,632)
Christa MC	305,000	213,722	91,278	30%	-	91,278
City of Miramar FDOT	187,264	170,622	16,642	9%	-	16,642
Parkland Golf & Country Club	129,096	72,119	56,977	44%	-	56,977
GoodWin	101,862	76,719	25,143	25%	-	25,143
City of Coral Gables - Parking Garage	390,208	382,187	8,021	2%	444	7,577
Miscellaneous Projects	278,088	217,888	60,200	22%	4,751	55,449
	$ 2,500,483	$ 2,257,320	$ 243,163	10%	$ 98,729	$ 144,434

Absolute Construction Services, Inc.
Schedule of Uncompleted Contracts
For the year ended December 31, 2023
(See Independent Accountants' Review Report on Supplementary Information)

	Total Contract				From Inception to December 31, 2023			At December 31, 2023					Gross Profit Recognition	
Contract Description	Contract Amount	Estimated Cost	Estimated Gross Profit	Estimated Gross Profit	Billings to Date	Cost to Date	Profit to Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Estimated Cost to Complete	% Complete	Backlog Gross Profit	Through 12/31/2022	Through 12/31/2023
Bahia Mar	$ 836,610	$ 705,000	$ 133,610	16%	$ 747,695	$ 595,760	$ 111,012	$ -	$ 50,923	$ 119,240	83.09%	$ 22,588	$ 2,570	$ 108,442
Baltimore Hotel Golf	83,581	66,865	16,716	20%	16,716	-	-	-	16,716	66,865	0.00%	16,716	-	-
Brickell Key	565,887	480,000	85,887	15%	125,092	44,911	8,036	-	72,145	435,089	9.36%	77,851	-	8,036
City Place Apartments	1,260,166	1,055,000	205,166	16%	1,015,846	795,399	154,681	-	65,766	259,601	75.39%	50,485	-	154,681
Cooper Residence	59,525	47,620	11,905	20%	17,450	18,218	4,555	5,323	-	29,402	38.26%	7,351	-	4,555
Miami Dade YA	234,775	195,000	39,775	17%	27,995	15,936	3,251	-	8,808	179,064	8.17%	36,524	-	3,251
Eighteen Sunset	615,020	705,000	110,020	13%	583,505	606,498	94,648	117,639	-	98,504	86.03%	15,372	49,666	44,982
Fire Station	267,783	225,000	42,783	16%	177,770	159,553	30,338	12,121	-	65,447	70.91%	12,445	-	30,338
MDC Freedom Tower	282,000	235,000	47,000	17%	40,750	5,105	1,021	-	34,624	229,895	2.17%	45,979	-	1,021
Miramar City Hall	200,160	180,000	20,160	10%	179,849	177,553	19,886	17,590	-	2,447	98.64%	274	-	19,886
Miramar High School	314,460	270,000	44,460	14%	113,950	97,795	9,517	-	48,638	212,205	21.41%	34,943	-	9,517
Southwest Ranches	462,000	390,000	72,000	16%	-	53,632	9,901	63,533	-	336,368	13.75%	62,099	-	9,901
	$ 5,363,967	$ 4,554,485	$ 829,482	15%	$ 3,046,618	$ 2,520,359	$ 446,846	$ 216,206	$ 295,620	$ 2,034,127		$ 382,637	$ 52,236	$ 394,610

Absolute Construction Services, Inc.
Earnings from Contracts
For the year ended December 31, 2023
(See Independent Accountants' Review Report on Supplementary Information)

	Construction Revenue	Direct Cost	Gross Profit	Gross Profit Percentage
Completed Contracts at December 31, 2023	$ 2,500,483	$ 2,257,320	$ 243,163	10%
Uncompleted Contracts at December 31, 2023	2,967,204	2,520,358	446,846	15%
	5,467,687	4,777,678	690,009	
Less: Uncompleted Contracts at December 31, 2022	(1,026,655)	(875,690)	(150,965)	
Statement of Income at December 31, 2023	$ 4,441,032	$ 3,901,988	$ 539,044	12%

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2024

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

Absolute Insurance of Palm Beach County, INC.
13873 Wellington Trace
Suite B2
Wellington FL 33414

CONTACT NAME: Lauren Dunkelberger
PHONE (A/C, No, Ext): (561) 243-0700 FAX (A/C, No): (561) 243-0784
E-MAIL ADDRESS: lauren@absoluteinsurancepbc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS COMMERCIAL CAS CO	40282
INSURER B : Clear Blue Specialty	
INSURER C : Kinsale Insurance	
INSURER D : AGCS Marine Insurance	
INSURER E :	
INSURER F :	

INSURED

Absolute Construction Services Inc
18541 SW 43 Street
Miramar FL 33029

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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			AR01-RS-2101524-04	03/13/2024	03/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			5N541262	04/08/2024	04/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			387359B	03/13/2024	03/13/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	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					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Inland Marine Policy			MXI9307982419011	07/06/2023	07/06/2024	Scheduled Equipment RCV / DED $1,000 Theft Included	

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2024

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 BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
INSURED Absolute Construction Services, Inc. 18541 SW 43 Street Miramar, FL 33029	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Liability & Fire Insurance Company — 20052 INSURER B : 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 0
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 0
	OTHER:						PRODUCTS - COMP/OP AGG	$ 0
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC916017	08/24/2023	08/24/2024	X 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
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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3.2.5 Tab 4 – Project Approach

On this proposal RFP 24-0507200 - Sanitary Sewer Gravity Main Relocation Along 133rd Street which includes installation of 525 linear feet of new 8" PVC (C900) pipe Absolute Construction Services, Inc. (from this point on ACS), proposes the following Project Approach:

Upon award of this contract, ACS will proceed with a thorough walkthrough with the Superintendent and Foreman assigned to this project. Pictures of the entire site will be taken.
Once ACS is provided with the Notice of Proceed, ACS will request special permission to work at night in coordination with the City of Opa-Locka EOR and inspectors to the city to avoid disruption to daily commute.

Installation PHASE:

1) Phase I – Mobilization

Step – 1 Initiate mobilization: ACS shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices in the project site. ACS will obtain permits, develop and submit construction schedule and start shop drawing submittal. ACS will allow access to the other facilities within the project area, always including all adjacent businesses during construction.

Step – 2: ACS will Call for locates (Sunshine 811) and document all location marks in the field. ACS will make Contact with all underground utility contractors identified in the locates.

Step – 3: ACS will include the necessary provisions to safeguard the existing utilities noted within the project area. ACS is aware based on the information listed herein that the utilities shown on plans are based on best available information and ACS will take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.

Step – 4: ACS will **immediately** open a dialog with all existing utilities in the project area. ACS will notify Engineer of any utility relocation requirements and costs. A request for any Utility relocations will be submitted for reimbursement under a dedicated allowance account as stipulated in this RFP. ACS acknowledges that failure to properly coordinate any required utility relocations may result in delays for which ACS may be liable for.
Step – 5: ACS will verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 6: Upon approval of shop drawings, ACS will order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Gravity Main Installation

Once ACS is **ready to begin Gravity Main Installation, All MOT** will be put in place. A Police officer will be hired to assist with MOT.

NOTE: ACS will Refer to Drawings, Sheets C-01, C-02

Step – 1: At NW 133rd Street, - **At STA. 11+75±:**
ACS will begin construction, install the precast sanitary sewer manhole #2, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 2: At 133rd Street, **At STA. 13+99±:**
ACS will install the precast sanitary sewer manhole #3, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 3: At 133rd Street, **At STA. 16+81±:**
ACS will install the precast sanitary sewer manhole #4, as per Miami-Dade Water and Sewer Department Standard Detail SS 7.0.

Step – 4: At 133rd Street, **From STA. 13+99± to STA. 16+81±:**
ACS will install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 5: At 133rd Street, **At STA. 15+90.60±:**
ACS will install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 6: At 133rd Street, **At STA. 16+51.30±:**
ACS will install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 7: At 133rd Street, **At STA. 16+81.26±:**
ACS will install the 17 LF of 6" PVC Sanitary Lateral and cleanout as per Miami- Dade Water and Sewer Department Standard Detail SS 1.0 and SS 22.0.

Step – 8: At 133rd Street, **From STA. 11+75.6± to STA. 13+99±:**
ACS will install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 9: At 133rd Street, **From STA. 11+62.58± to STA. 11+75.6±:**
ACS will install 8-inch PVC (C-900) gravity sewer pipe at a 0.4% slope, as indicated in plans, and clean the pipe.

Step – 10: At 133rd Street, **At STA. 11+62.58±:**
ACS will begin construction, excavate existing Manhole #1, core and drill the manhole and connect the 8-inch PVC (C-900) gravity sewer extension, as per Miami- Dade Water and Sewer Department Standard Detail SS 6.2.

Step – 11: At 133rd Street,
After successful installation of the proposed gravity sewer system and authorization by the City; ACS will excavate existing 8-inch force main, plug, grout and abandon in place, as indicated in the Plans.

3) Phase IV – Final Sitework and Project Closeout

Step 1: – ACS will repair roadway and curbing, access roadway within project site, asphalt areas as required.

Step 2: – ACS will demobilization and related closeout activities in accordance with section 01700 "Project Closeout".
Step 3: – ACS will restore project site to pre-existing conditions, as applicable.

Step 4: – ACS will complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, final inspection and cleanup.

All pipework will follow proper procedure for pipe bedding and backfill in accordance with Miami Dade County and the City of Opa-Locka.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 **ABSOLUTE CONSTRUCTION SERVICES, INC.,** has been in business performing Heavy Civil Construction, Underground Utility and Excavation work for 13 years. Its President, Adalberto Morejon holds a Civil Engineering degree from Florida International University, and he has been working in Heavy Civil Construction for 30 years.

3.2.6.2 **Absolute Construction Services, Inc.,** is a Certified General Contractor (GC License No. CGC062154) and a Certified Underground Utility and Excavation Contractor (CUC licensed No. CUC1225061) in the State of Florida. Please see attached CAPABILITY STATEMENT

Please see attached:

Absolute Construction Services, Inc. CAPABILITY STATEMENT

Resumes

- **Adalberto Morejon**
- **Yovani Orellana**
- **Alexander Morejon**

ABSOLUTE CONSTRUCTION SERVICES, INC.

CAPABILITY STATEMENT

18541 SW 43rd Street Miramar, FL 33029
Tel: (954) 639-7849 Fax: (954) 639-7852
https://www.absoluteconstructionservices-acs.com

COMPANY DATA

Absolute Construction Services, Inc.
ACS South Florida is a Civil Engineering Underground Contractor specializing in a full range of heavy construction services for all different types of land development in the public and private sectors with $7Million bonding capacity. Broward County SBE/CBE Certified and Local Vendor for The City of Miramar.

CAGE: 9DPK8

NAICS CODES

237990
Other Heavy & Civil Engineering Construction

237110
Water & Sewer Line & Related Structures Construction

237310
Highway, Street, and Bridge Construction

238910
Site Preparation Contractors

CONTACT INFORMATION

Albert Morejon, President
(954) 673-2132
albertacs@gmail.com

Elizabeth Morejon, VP
Director of Business Development
(786) 299-3003
Emorejon.acs@gmail.com

CUC #1225061 / CGC # 062154

CAPABILITIES

Experts in:

Underground infrastructure across South Florida for both private and public land development and new construction, restoration, rehabilitation, and reconstruction of all underground infrastructure, highways and roadways including but not limited to earthwork and grading, underground utilities (water main, water lines, sewer, lift stations, and storm drainage) as well as concrete curbs and sidewalks, parking lots, streets (residential and major roads), and pavement markings.

DIFFERENTIATORS

Leading the way...

- State of Florida Certified General Contractor (CGC) and Certified Underground Utilities and Excavation Contractor (CUC) since 2011 whose President holds a Civil Engineering degree and over 30 years of experience in Civil Heavy Construction.
- Maintaining a robust safety program where every foreman is OHSA 30 Certified engaging in weekly Toolbox Safety Training sessions.
- We offer value engineering services and deliver outstanding performance with a dedicated, knowledgeable, and specialized integrated solutions team that makes us a preferred small CUC contractor in South Florida.

PAST PERFORMANCES

High Customer Satisfaction!

- Repeat business from many Prime General Contractors in South Florida
- Excellent relationships with all suppliers and subcontractors
- We deliver hands on outstanding job performance on time and within budget at a fair and reasonable cost.

Client Name	Project	Contact Information
Florida Construction	City Place Affordable Apartments Dania Beach, FL	**Martin Miranda (786) 501-9869** Project Superintendent
Thornton Construction	City of Coral Gables Parking Garage Coral Gables, FL	**Mario Diaz (786) 483-9096** Project Executive
NV2A	Bal Harbor Bay Village City of Bal Harbor, FL	**Matilde E Reyes (305) 297.8549** Project Manager, RA, CGC, LEED BD+C
Origin Construction	Bahia Mar Fort Lauderdale Beach, FL	**James 'Gino' Ginopooulos (561) 334-7336** Project Manager
Origin Construction	18th Sunset Miami Beach, FL	**JP Perez (786) 253-0172** Structural Division Leader

Additional client reference supplied upon request

You Plan, We Propose, and Together We Build South Florida's Underground Infrastructure!

ADALBERTO (Albert) MOREJON

18541 SW 43rd Street • Miramar, FL 33029
CELL PHONE: (954-673-2132) • EMAIL: albertmorejon@yahoo.com

SUMMARY OF QUALIFICATIONS/SKILLS

- Bachelor's degree in civil engineering with 30 years of experience in Heavy Construction Building and Management in private & public sectors.
- Proficient reading & understanding of Architectural & Engineering Drawings & Specifications
- Knowledge of permitting process, building codes & construction delivery methods supported by construction best practices applied to the scope of work & requirements of the projects.
- Proven interpersonal skills & ability to communicate effectively with architects, engineers, local officials, vendors, & clients.
- Demonstrate versatile expertise & effectiveness in coping & adapting to changing field conditions.
- Ability to provide efficient, timely, reliable & courteous service to customers.
- Bilingual (English / Spanish).

PROFESSIONAL CERTIFICATIONS

- State of Florida Certified Underground Utilities & Excavation Contractor – CUC #1225061
- State of Florida Certified General Contractor –CGC # 062154
- Advanced MOT

CIVIL ENGINEERING CONSTRUCTION EXPERIENCE

Design Precast Structures
Sanitary Sewer Collection and Force Main Systems
Storm Drainage System
Sidewalks, Roadways, MOT
Water Distribution Systems
Pump Stations
Site Grading and Earthwork
Airport and Port & Boat Docking Syste
remodeling

PROFESSIONAL EXPERIENCE

2011 – Present **Absolute Construction Services, Inc.** **Miramar, FL**
President

2001 – 2011 **American Engineering & Development Corp.** **Hialeah Gardens, FL**
Senior Project Manager / Senior Estimator / Qualifier

2000 – 2001 **Ryan Eastern Inc.** **Deerfield Beach, FL**
Construction Project Manager

1995 – 2000 **Williams Paving Company** **Miami, FL**
Senior Project Manager / Senior Estimator / Qualifier

1993 – 1995 **U.S. Precast Company** **Medley, FL**
Design Engineer

EDUCATION

1989–1993
Florida International University **Miami, FL**
Bachelor of Science, Civil Engineering

Adalberto Morejon

AWARDS / TRAINING

- "Excellence in Construction Pyramid Award" project completion 12 weeks early within budget - Waverly at Las Olas – a Multi-Family Residential development of $30-$75M project yielding 18% gross profit based on a $3.5M contract. Fort Lauderdale, FL
- Ongoing Continuing Education on Best Construction Practices

REFERENCE PROJECTS

- Dania Pointe Plaza – Dania Beach Florida – project completed ahead of schedule.
- Cloverleaf Park – Miami Gardens, FL – project completed ahead of schedule
- IHOP – North Federal Highway - Pompano Beach, FL – project completed ahead of schedule
- FDOT - Turnpike Sunrise Interchange – Highway Construction Subcontract Underground Utility – Sunrise, FL
- Port of Miami Authority Cruise Terminal – New Construction – Miami-Dade, FL
- Triple A School – New Construction - The School Board of Broward County, FL
- Fort Lauderdale High School Renovation – The School Board of Broward County, FL
- Bethune Elementary School Renovation – The School Board of Broward County, FL
- Sagemont Upper School Addition – Weston, Florida
- Gulliver Academy Preparatory School – Addition & Remodel – Coral Gables, FL
- Panorama Towers Downtown Miami Highrise New Construction – Miami, FL
- Portico Apartments – New Construction – Sunrise, FL
- Seminole Hollywood Hard Rock Casino - Hollywood, Florida
- Memorial Miramar Hospital - Miramar, Florida
- Triple H High School Project - Miramar, Florida
- Reconstruction of NW 58th Street in Miami Dade County yielding - Miami Florida
- Sunset Lakes Development for single-family residential homes - Miramar, FL

*More projects provided upon request. Work on all projects listed is subcontract work.

REFERENCES

References furnished upon request.

Yovani Orellana

Miami, FL 33033
Cel: (786) 226-2388

SUMMARY OF QUALIFICATIONS/SKILLS

- Field Superintendent with 10 years of experience in Roadway Construction in private & public sectors.
- Worked complex construction projects.
- OSHA 30 certified
- Proven interpersonal skills & ability to effectively communicate & coordinate with field personnel.
- Detailed-oriented & highly organized & able to demonstrate a strong sense of priorities & allocation of time resources.
- Ability to anticipate conflicts & propose solutions to complex situations.
- Knowledge of construction delivery methods & best practices based on general building codes as it applies to the scope of & requirements of the projects.
- Proficient reading & understanding Architectural & Engineering Drawings & Specifications
- Bilingual (English / Spanish).

COMPUTER SKILLS

- Proficient in using Microsoft Office

CONSTRUCTION EXPERIENCE

- Water Distribution Systems, Sanitary Gravity Sewer Collection and Force Main Systems, & Storm Drainage System
- Directional Boring
- Pump Stations
- Site Grading and Earthwork
- Sidewalks, Roadways, MOT

CERTIFICATIONS

- OSHA 30
- Advanced MOT

PROFESSIONAL EXPERIENCE

2015 – Present **Absolute Construction Services, Inc.** **Miramar, FL**

Superintendent

- Manage field crew personnel.
- Schedule work activities for crews.
- Order materials for each project.
- Coordinate Field Inspections for each project.

PROJECTS

- Town of Southwest Ranches SW 54th Place Storm Drainage Improvement & Road Restoration
- Bal Harbour Village Park: Water Main, Sanitary Sewer, and Storm Drainage
- Coral Gables Parking Garage: Water Main Extension, Sanitary Gravity Sewer & Storm Drainage
- Bahia Mar, Fort Lauderdale Beach – Lift Station, Force Main, Gravity Sewer, Water Main, Storm Drainage
- Eighteen Sunset- Miami Beach: Water main, Storm Drainage, Construction New Sanitary Gravity Sewer System, Paving and Concrete curbs and sidewalk
- City Place Apartments – Dania Beach: Total Site construction including all underground utilities.
- Temporary Fire Station – Miami: Gravity Sewer, Storm Drainage, Water Main Service, Paving & Concrete

REFERENCES

References furnished upon request.

Alexander Morejon

Miramar, FL 33029 • Cel: (305-956-6173) • EMAIL: alexanderjm.acs@gmail.com

SUMMARY OF QUALIFICATIONS/SKILLS

- 5 years of experience in Construction Field Supervision of Construction Projects
- OSHA 30 Certified
- Effectively communicate & coordination with trades
- Able to anticipate conflicts & propose solutions to complex situations.
- Knowledge of construction delivery methods
- Able to read & understand Engineering Drawings & Specifications
- Bilingual (English / Spanish).

PROFESSIONAL CERTIFICATIONS

- OSHA 30
- INTERMEDIATE MOT
- EQUIPMENT OPERATOR

CIVIL ENGINEERING CONSTRUCTION EXPERIENCE

- Water Distribution Systems
- Sanitary Sewer Collection and Force Main Systems
- Storm Drainage System
- Site Grading and Earthwork
- Road Paving, Sidewalks, Roadways, MOT

COMPUTER SKILLS

- Proficient in using Microsoft Office Suite

PROFESSIONAL EXPERIENCE

2019 – Present **Absolute Construction Services, Inc.** **Miramar, FL**

OPERATIONS MANAGER

- Supervise and direct daily operations and employees.
- Equipment transfers, material order and delivery
- Supervise all jobs are being performed in a safely fashion in accordance with OSHA.
- Ensure all equipment is operating properly.

PROJECTS

- Town of Southwest Ranches SW 54th Place Storm Drainage Improvement & Road Restoration
- Bal Harbour Village Park – Water Main, Sanitary Sewer, and Storm Drainage
- Coral Gables Parking Garage –Water Main Extension, Sanitary Gravity Sewer & Storm Drainage
- Bahia Mar – Lift Station, Force Main, Gravity Sewer, Water Main, Storm Drainage

EDUCATION

2018-2019 - Sheridan Technical School – Automotive Mechanic Apprentice
2017-2018 - Broward Community College – Some College
2017 – West Broward High School – High School Diploma

REFERENCES

References furnished upon request.

3.2.7 Tab 6 – Schedule

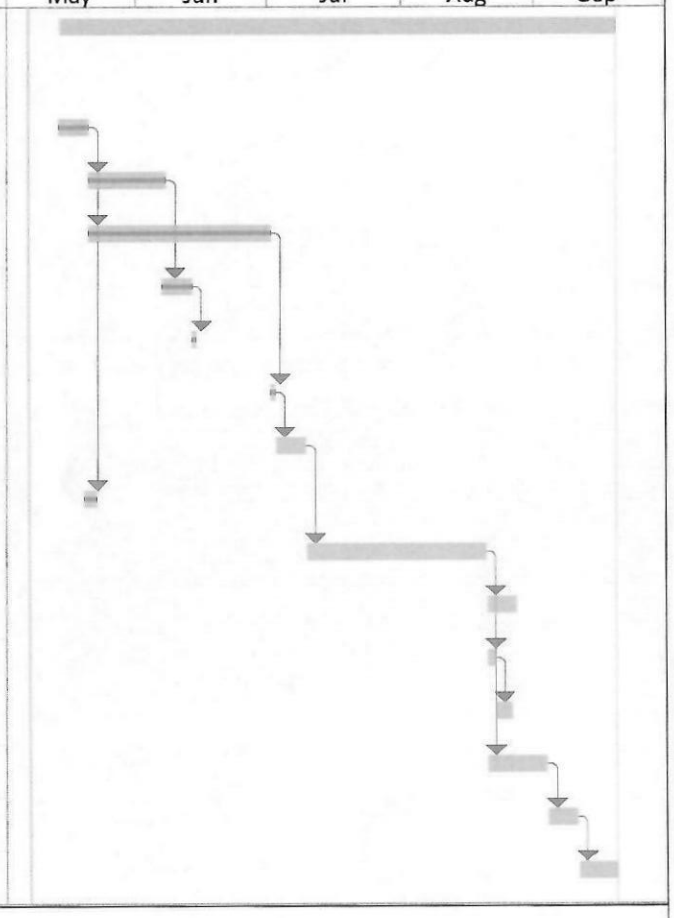
3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

Please see attached schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Sanitary Sewer Gravity Main Relocation Along 133rd Street**	92.75 days	Tue 5/14/24	Thu 9/19/24	
2	NTP Issued	5 days	Tue 5/14/24	Mon 5/20/24	
3	Shop Drawings	14 days	Tue 5/21/24	Fri 6/7/24	2
4	Permit Processing	30 days	Tue 5/21/24	Mon 7/1/24	2
5	Shop Drawing Approval	5 days	Fri 6/7/24	Thu 6/13/24	3
6	Release Material for Fabrication	1 day	Fri 6/14/24	Fri 6/14/24	5
7	Permit Issued	1 day	Tue 7/2/24	Tue 7/2/24	4
8	Deliver Material to Site	5 days	Wed 7/3/24	Tue 7/9/24	7
9	Erosion Control	3 days	Mon 5/20/24	Wed 5/22/24	2
10	Install Sanitary Sewer System	30 days	Wed 7/10/24	Tue 8/20/24	8
11	Inspections & Testing	5 days	Wed 8/21/24	Tue 8/27/24	10
12	Cut & Plug Existing Sanitary	2 days	Wed 8/21/24	Thu 8/22/24	10
13	Abandone Grout Fill Existing Sanitary	2 days	Fri 8/23/24	Mon 8/26/24	12
14	Grading & Paving	10 days	Wed 8/21/24	Tue 9/3/24	10
15	Final Inspections	5 days	Wed 9/4/24	Tue 9/10/24	14
16	Final As-Builts Review	7 days	Wed 9/11/24	Thu 9/19/24	15



Project: Preliminary Schedule Upd
Date: Tue 5/7/24

Task	Inactive Task	Start-only	
Split	Inactive Milestone	Finish-only	
Milestone	Inactive Summary	Deadline	
Summary	Manual Task	Progress	
Project Summary	Duration-only	Manual Progress	
External Tasks	Manual Summary Rollup		
External Milestone	Manual Summary		

3.2.10 Tab 9 – Additional Forms

Proposers must complete and submit as part of its Proposal all of the following forms and/or documents.

- • Proposer Qualifications
- • Certification regarding debarment and suspension
- • Drug Free workplace certification
- • Non-Collusion Affidavit
- • Non-Discrimination Affidavit
- • E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

SEE FORMS ABOVE ENCLOSED!

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: ABSOLUTE CONSTRUCTION SERVICES, INC.

   Address: 18541 SW 43rd Street

   City, State, Zip: Miramar, FL 33029 Phone/Fax: (954) 673-2132 / (954) 639-7852

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

3. If Corporation, state:
   Date of Incorporation: 02/07/2011 State in which Incorporated: Florida

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

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

Adalberto Morejon, President	4/03/2012
Elizabeth Morejon, Vice-President	02/07/2011

6. The length of time in business: 13 years

7. The length of time (continuous) in business as a service organization in Florida:
   13 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.*

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 **Adalberto Morejon, President**

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Adalberto Morejon being first duly sworn, deposes and says that:

(1) He/She/They is/are the **President**
(Owner, Partner, Officer, Representative or Agent) of
Absolute Construction Services, Inc. the PROPONENT that has submitted the attached proposal;
(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
(3) Such Proposal is genuine and is not a collusive or sham Proposal;
(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness **Marina Martinez**

Witness **Sara Mederos**

By: _____
Signature

Adalberto Morejon, President
Print Name and Title

GENESSIS MEJIA
Notary Public - State of Florida
Commission # HH 427919
My Comm. Expires Jul 31, 2027
Bonded through National Notary Assn.

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: Adalberto Morejon

Title: President

Sworn and subscribed before this

6th day of May, 2024

Notary Public, State of Florida

Genessis Mejia
(Printed Name)

GENESSIS MEJIA
Notary Public - State of Florida
Commission # HH 427919
My Comm. Expires Jul 31, 2027
Bonded through National Notary Assn.

My commission expires: 07/31/2027

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

Absolute Construction Services, Inc.

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

Absolute Construction Services, Inc.

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.

18541 SW 43 Street

6 City, state, and ZIP code

Miramar, Fl. 33029

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

2	7	–	4	8	3	4	7	3	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► _____ **Date** ► 4/09/2024

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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 **Adalberto Morejon** (Name) the **President** (Title/Position) of **Absolute Construction Services, Inc.** (Company)

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

5/6/24
Date

Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2024

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

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

PRODUCER	CONTACT NAME: Lauren Dunkelberger	
Absolute Insurance of Palm Beach County, INC. 13873 Wellington Trace Suite B2 Wellington FL 33414	PHONE (A/C, No, Ext): (561) 243-0700	FAX (A/C, No): (561) 243-0784
	E-MAIL ADDRESS: lauren@absoluteinsurancepbc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TRAVELERS COMMERCIAL CAS CO	40282
INSURED Absolute Construction Services Inc 18541 SW 43 Street Miramar FL 33029	INSURER B : Clear Blue Speciaty	
	INSURER C : Kinsale Insurance	
	INSURER D : AGCS Marine Insurance	
	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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			AR01-RS-2101524-04	03/13/2024	03/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5N541262	04/08/2024	04/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			387359B	03/13/2024	03/13/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	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					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Inland Marine Policy			MXI9307982419011	07/06/2023	07/06/2024	Scheduled Equipment RCV / DED $1,000 Theft Included	

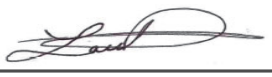
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Miramar

Business Tax Receipt

Issue Date: 10/01/2023
Expiration Date: 09/30/2024

Business ID
12000242

(954) 602-3040 or (954) 602-3061 Phone
(954) 602-3470 or (954) 602-4498 Fax
businesstax@miramarfl.gov

ABSOLUTE CONSTRUCTION SERVICES INC
ADALBERTO MOREJON
18541 SW 43RD ST
MIRAMAR, FL 33029

Home-Based Restrictions Only
Mail & Phone Only
No Employees at Home
No Work on Premises
No Clients at Home
No Deliveries to Home
Office Only

Cottage-Based Restrictions
Cottage food businesses are allowed in accordance with Florda Statute 500.80, except that the home shall not be used for retail. Please see regulations title 21 part 101.
Only one employee allowed which includes family members residing at the home. No commercial vehicles parked overnight on the premises.

BUSINESS TAX RECEIPT

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in the business of:

CONTRACTOR	CONTRACTOR	15354

Business Location:

18541 SW 43 STREET

MIRAMAR FL 33029

This License is NOT Transferable
Your Business Tax Receipt Must be displayed.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 189-264535

Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** ALL OTHER TYPES CONTRACTOR (UNDERGR UTILITY & EXCAV CO)

Owner Name: MOREJON,ADALBERTO
Business Location: 18541 SW 43 ST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 09/19/2014
State/County/Cert/Reg: CUC1225061
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43 ST
MIRAMAR, FL 33029

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

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Business Opened: 09/19/2014
State/County/Cert/Reg: CUC1225061
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

Signature

For Vending Business Only

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Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 180-257449

Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ADALBERTO MOREJON, CEO
Business Location: 18541 SW 43AST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 08/30/2013
State/County/Cert/Reg: CGC062154
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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Mailing Address:

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43AST
MIRAMAR, FL 33029

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

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Business Name: ABSOLUTE CONSTRUCTION SERVICES INC **Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ADALBERTO MOREJON, CEO
Business Location: 18541 SW 43AST MIRAMAR
Business Phone: 954-673-2132

Business Opened: 08/30/2013
State/County/Cert/Reg: CGC062154
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-22-00256394
Paid 07/16/2023 27.00

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CERTIFIED

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

THIS CERTIFICATE IS AWARDED TO

ABSOLUTE CONSTRUCTION SERVICES, INC.

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

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

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.05.22 12:17:37 -04'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: May 15th

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

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

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 ▪ FAX: 954-357-5674 ▪ TTY: 954-357-5664

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOREJON, ADALBERTO

ABSOLUTE CONSTRUCTION SERVICES, INC.
18541 SW 43 STREET
MIRAMAR FL 33029

LICENSE NUMBER: CGC062154

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOREJON, ADALBERTO

ABSOLUTE CONSTRUCTION SERVICES INC
18541 SW 43 STREET
MIRAMAR FL 33029

LICENSE NUMBER: CUC1225061

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

AGREEMENT FOR THE SANITARY SEWER GRAVITY MAIN RELOCATION ALONG 133RD STREET, WITHIN THE CITY

THIS IS AN AGREEMENT, dated the____day of _____, 2024, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

STONEHENGE CONSTRUCTION, LLC
a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONSULTANT for the Sanitary Sewer Gravity Main Relocation Along 133rd Street, within the City, pursuant to RFP No. 24-0507200.

1.2 CITY finds it necessary to seek a professional, full-service company for the Sanitary Sewer Gravity Main Relocation Along 133rd Street, within the City.

1.3 CITY issued RFP 24-0507200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, 2024, CITY selected CONTRACTOR to perform services needed that will provide consulting services relating to Request for Proposals (RFP) 24-0507200.

1.5 Contractor's firm will be responsible for providing the Sanitary Sewer Gravity Main Relocation Along 133rd Street, within the City.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 24-0507200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A" (Scope of Services) and the CONTRACTOR's proposal, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 24-0507200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to the RFP.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 24-0507200. The payment for services pursuant to this Agreement shall not exceed Two Hundred Sixty-One Thousand, Four Hundred Eighty-Six Dollars and Thirty Cents ($261,486.30).

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty days (30) prior to the expiration of the date or modification of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage $1,000,000 per occurrence ($2,000,000 Aggregate).

5.6 Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number

and Policy Period.

5.7 Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

5.8 A certificate naming the City as an "additional insured" for General Liability is required.

5.9 Certificate holder should be addressed as follows: City of Opa-locka 780 Fisherman Street, 4th Floor Opa-locka, FL 33054

5.5 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.10 The CITY reserves the right to require any other insurance coverage it deemsnecessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall ata minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is one (1) year with a one (1) year renewal, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

11.2 This Agreement 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. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 24-0507200, Exhibit "A", (Scope of Services) and Contractor's response attached hereto as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311

Contractor: Alejandro Duart
13100 SW 128th Street
Miami, FL 33186

Copy To: Stonehenge Construction, LLC
13100 SW 128 ST
MIAMI, FL 33186

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence

of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____

Name: _____

Position: _____

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2024.

_____
NOTARY PUBLIC

My Commission Expires:

Sponsored By: City Manager

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 CONSULTANT SERVICES FOR ANNEXATION REPORTS FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA FOR AREA A AND AREA B AND PROVIDE AN IN-DEPTH AND COMPREHENSIVE ANALYSIS FOR AREA C, AS DESCRIBED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposal ("RFP") for Consultant Services for Annexation Reports; and

WHEREAS, in 2013, the City Commission of the City of Opa-Locka authorized the initiation of a request for a municipal boundary change which followed the procedures pursuant to Section 5.04 of the Miami-Dade County Home Rule Charter and Chapter 20 of the Miami-Dade County Code of Ordinances; and

WHEREAS, the City Manager recommends that the City Commission authorize the issuance of a Request For Proposals ("RFP"), attached hereto Attachment "A", to have a qualified Consultant update the data required for the areas considered in the boundary change applications previously submitted to Miami-Dade County, identified as Annexation Area A and Annexation Area B, since it has been over ten years since the original submission; and

WHEREAS, the City Manager previously hired a consultant to provide information to the City regarding its annexation process (see attached Exhibit "A"); and

WHEREAS, according to the City Manager, annexation options have been investigated and annexation feasibility studies were performed which identified Annexation Area A and Annexation Area B as areas to be considered in the boundary change applications submitted to Miami-Dade County; and

WHEREAS, the feasibility study provided useful information identifying reasons for annexations, such as the acquisition of industrial and commercial property, increased tax revenues, and the expansion of the City borders; and

WHEREAS, the City Commission desires to expand the boundary area of the City through the annexation of Area A and Area B and resubmit the boundary change applications, but this will require an additional data update from what was provided in 2013. The Professional consultant selected shall perform these services; and

WHEREAS, the selected Professional consultant shall additionally provide an in-depth and comprehensive analysis for Area C, an area bounded by South Boundary of Opa-Locka to the North, Hialeah Boundary to the West along NW 37th Avenue, the North Miami, EL Portal, the Miami Shores Boundaries to the East and the City of Miami Boundaries to the South, as well as identify other unincorporated portions of Miami-Dade County that border the City of Opa-Locka for potential future annexation; and

WHEREAS, the City Commission authorizes the City Manager to issue an RFP for Consultant Services for Annexation Reports, attached hereto as Exhibit "B", and further authorizes spending of up to Nine Hundred Dollars ($900.00) 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 "B", for Consultant Services for Annexation Reports and further authorizes the spending of up to Nine Hundred Dollars ($900.00) 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 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)

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City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	Signed by: Gregory Gay DocuSigned by: DF8E1B0C620745C...	
City Manager:	Darvin E. Williams			**CM Signature**	D E W C46C07C1E8DE492...	
Commission Meeting Date:	09.11.2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
				X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
					X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
					X /	/ X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**
					X	
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**			
	X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*	
	X					
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA, FOR AREA A AND AREA B INTO THE MUNICIPAL BOUNDRIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City Commission of the City of Opa-locka authorized the initiation of a request for a municipal boundary change which follows the procedures, pursuant to Section 5.04 of the Miami-Dade County Home Rule Charter and Chapter 20 of the Code of Miami-Dade County. The City Manager recommends that the City Commission authorize the issuance of a Request For Proposals to have a qualified Consultant update the data required for the areas considered in the boundary change applications previously submitted to Miami-Dade County in 2013 identified as Annexation Area A and Annexation Area B as it has been over ten years since that submission. Before the previous

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submission the City investigated annexation options and annexation feasibility studies were done which identified Annexation Area A and Annexation Area B as area to be considered in the boundary change applications submitted to Miami-Dade County. The feasibility study provided useful information in identifying reasons for annexations, such as the acquisition of industrial and commercial property, increased tax revenues, and the expansion of the City boarders. The City Commission still desires to expand the boundary of the city through the annexation of Area A and the annexation of Area B and authorize the resubmission of the boundary change applications which requires a data update from what was provided in 2013.

Also in consideration, The City of Opa-Locka hereby directs the City Manager to pursue possible annexation options for the City, including Areas identified as "Annexation Area C", an area bounded by South Boundary of Opa-locka to the North, Hialeah Boundary to the West along NW 37th Avenue, the North Miami, EL Portal, and Miami Shores Boundaries to the East, and the City of Miami Boundaries to the South, and to identify other unincorporated portions of Miami-Dade County that border the City of Opa-locka for potential future annexation with Commission approval (See Attached Composite Exhibits);

Financial Impact

The expense for this study is subject to the competitive bidding and will be funded from the Non-Department Professional Services Account.

Account	Description	Available	Project	Remaining Balance
19-519312	Professional Services	$492,066	$35,000	$457,066

This expenditure will have no impact on the long-term sustainability of General Fund operations since it is a one-time expenditure.

Proposed Action:

PCD Staff recommends approval of this legislation.

Attachment:

Draft Resolution
DRAFT Request For Proposals

CITY OF OPA-LOCKA

RFP NO: 24-
CONSULTANT SERVICES FOR ANNEXATION REPORTS

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ADVERTISEMENT

RFP 24-TBA

CONSULTANT SERVICES FOR ANNEXATION REPORTS

The sealed proposal for Consultant Services for Annexation Reports 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 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the proposal must be received by 2:00 p.m. ET on the due date. In addition, the proposal may be submitted via www.demandstar.com (e-bid) by 2:00 p.m. ET.

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 24- CONSULTANT SERVICES FOR ANNEXATION REPORTS.**

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: 24TBA** requirements.

Joanna Flores
City Clerk

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Consultant Services for Annexation Reports. These services must be efficient, and economical, and adhere to industry standards and best practices. 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. ET 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. 24- CONSULTANT SERVICES FOR ANNEXATION REPORTS**

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 ensure 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 option 1 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 before 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. The City's Procurement Officer 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 as a written addendum. The City may post written addenda on its website 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 Procurement Officer 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 other proposals.

1-8. Contractual Agreement: This RFP and Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County 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 Proposer 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**.**

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 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.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4.The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that 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 $35,000) 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 it has 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 may 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 within at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City determines that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

CONE OF SILENCE

This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-Locka's Code of Ordinances.

A cone of silence shall be applicable to all city staff, the mayor and city commission and its staff, the city attorney and his/ her staff, the city clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

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 "RFP No: Bid Questions"
Response to Questions	TBA @ 5:00pm
Due Date/Bid Opening	TBA @ 2:00 pm
1st Evaluation Committee Meeting	TBA
Award Recommendation	TBA
Commission Approval	TBA
Post Award	TBA

PART II
SCOPE OF SERVICES

CONSULTANT SERVICES FOR ANNEXATION REPORTS

The following Scope of Services details the steps by which the consultant shall assist the City in the development and approval of its annexation applications.

The scope of this project is to review, compile new data and prepare an update of the 2013 Annexation Reports for areas A and B to be submitted to the City of Opa-Lock. These Reports shall be in conformance with the requirements of *Section 20-3. Initiated by governing body of municipality* Code of Miami-Dade County.

The City will provide the following documents, if available: the City's Comprehensive Plan; the Future Land Use Plan Map, Existing Land Use Map, Zoning Map, and other available maps; the most current inventory of existing land uses in the City, broken out by type and acreage; the adopted budget for the current fiscal year, and Five- and Ten-Year Capital Improvements Plan; other relevant special studies or plans, and; other readily available materials that document and allow a detailed financial analysis of the City. To the extent that such documents and maps are available electronically and in editable versions, electronic copies will be provided.

Task 1 – Issue Identification and Collection of Data
Data requests will be made to facilitate the completion of the Report. All pertinent documentation from the incorporation process, including all interlocal agreements, fiscal impacts analyses and incorporation reports, will be reviewed and assessed. This will include data on services to be provided by the City. As required, meetings with City staff will be initiated to garner additional information. Meetings with property owners and adjacent municipalities will be held as deemed necessary by the City.

Task 2 – Review and Evaluation of Data
The consultant will update existing parcel data. This includes gathering data on land use amendments, rezonings, new development and development potential for the four annexation areas. Additionally, data on the following services will be gathered: Police, Fire Protection, Water Supply and Distribution, Facilities for Collection and Treatment of Sewage, Garbage and Refuse Collection and Disposal, Street Lighting, Street Construction and Maintenance, Park and Recreation Facilities and Services, Building Inspection, Zoning Administration, Local Planning Services, Special Services Not Listed Above, General Government. The tax load for the proposed annexation areas will also be calculated.

Task 3 – Develop and Prepare Draft Reports for City
Draft Reports will be developed and delivered to the City for review and comment.

Deliverable – 10 copies of draft reports and 1 electronic copy

Task 4 – Final Reports Submittal to City
Final Reports will be submitted to the City and presentations made to the City Commission will be made, if required.

Deliverable – 10 copies of final reports and 1 electronic copy

Task 5 – Filing of Applications to Miami-Dade County
The required applications and Annexation Reports will be filed with Miami-Dade County.

Deliverable – 3 copies each of applications and reports

Task 6 – Facilitation of County Review Process
BDPG will coordinate, facilitate and negotiate with County staff in order to meet any additional benchmarks set by the County to obtain authorization to proceed by the City Commission.

Task 7 – Miami-Dade County Annexation Review Process
Continue negotiations and attend and represent the City at all Boards, sub-committees of the Commission and Commission hearings related to said Annexation Application.

Task 8 – Documented City of Opa-locka Annexation Report
Provide documentation of prior exposure to the City's Annexation report (If Applicable).

Total Cost of Agreement –
For Area A, consisting of 56 acres: Updates needed: Maps, verification letter from County, review of acreages, tax rolls, department estimates

For Area B, consisting of 822 acres: Updates needed: Map, land use analysis updates in relation to County North Corridor and RTZ (requires new section write-ups), verification letter from County, review of acreages, tax rolls processing, department estimates.

For Area C: The Professional consultant with qualified experience will provide an in-depth and comprehensive analysis for -AREA C- with the composite description of:

An area bounded by South Boundary of Opa-locka to the North, Hialeah Boundary to the West along NW 37th Avenue, the North Miami, EL Portal, and Miami Shores Boundaries to the East. And the City of Miami Boundaries to the South, and to identify other unincorporated portions of Miami-Dade County that border the City of Opa-locka for potential future annexation.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 MINIMUM SUBMISSION REQUIREMENTS

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 Proposer's 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 the proposal to fulfill the requirements of the scope of services listed in Part II of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP.

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 Proposer's 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 The fee basis should be based on the Pricing Proposal

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 Vulnerability Assessment, Adaptions and Resiliency Plan 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 complete and submit as part of its Proposal all the following forms and/or documents.

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP, including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents 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 value 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 presentations 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 Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter and Evaluation Committee during presentations is intended only for purposes of providing clarification in response to questions from the Committee.

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. City staff will recommend the award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

Category	Points
Qualifications of professional personnel assigned to project. 1. Qualifications and experience of assigned staff	15
Experience and success in providing services outlined in the RFP to companies and governmental agencies. 1. Evaluation of Reference Information – Tab 7 – Section 3.2.8.	15
Resources and approach 1. Proposed plan and approach to fulfilling scope	20
Consultants prior experience with conducting City of Opa-locka Annexation Report 1. Documentation	20
Price Proposal – 1. Fees and Other Charges	30
TOTAL	100

COST PROPOSAL SHEET

Please make sure that the cost proposal includes all fixed fees, deliverables, and any other related costs that may arise if the contract is awarded to the contractor. Additionally, all project management and subcontracting expenses should be detailed in the cost proposal using the provided format.

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
Area A, consisting of 56 acres		
TOTAL	0	0

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
Area B, consisting of 822 acres		
TOTAL	0	0

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
Area C		
TOTAL	0	0

PROPOSER QUALIFICATIONS

The Proposer 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, indicate:
   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 RFP 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.*

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 the 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. The 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 the establishment of a system of records 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 1(a) of this provision is a material representation of the fact upon which reliance was placed when making an 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. 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_____
(Name)

the _____ 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

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the attached proposal.

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signed, sealed, and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters 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 the E-Verify system to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

By entering a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of this affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs because of termination of the contract due to the Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

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

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

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Opa-Locka, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of_____, 20____

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

Sponsored by: City Manager

RESOLUTION NO. 24-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA AREA A AND AREA B; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka desires to authorize the initiation of a request for a municipal boundary change which follows the procedures, pursuant to Section 5.04 of the Miami-Dade County Home Rule Charter and Chapter 20 of the Code of Miami-Dade County; and

WHEREAS, the City Manager recommends that the City Commission authorize the issuance of a Request For Proposals to have a qualified Consultant update the data required for the areas considered in the boundary change applications previously submitted to Miami-Dade County in 2013 identified as Annexation Area A and Annexation Area B; and

WHEREAS, the City previously investigated annexation options and annexation feasibility studies were done which identified Annexation Area A and Annexation Area B as area to be considered in the boundary change applications; and

WHEREAS, the feasibility study provided useful information in identifying reasons for annexations; acquisition of industrial and commercial property, increased tax revenues, and the expansion of the City boarders; and

WHEREAS, the City Commission desires to expand the boundary of the City through the annexation of Area A and the annexation of Area B; and

WHEREAS, resubmission of the boundary change application requires an update from the data provided in 2013.

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

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

Section 2. **Approval/Denial**

Approval/Denial The City Commission of the City of Opa-locka, Florida, hereby directs and authorize the City Manager to issue a Request For Proposals to have a qualified Consultant update the data required for the areas considered in the boundary change applications submitted to Miami-Dade County in 2013 identified as Annexation Area A and Annexation Area B

Section 3. Effective Date
This Resolution shall take effect immediately upon adoption.

Section 4. Scrivener's Errors.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

PASSED AND ADOPTED this _____ day of _____, 2024.

_____
John H. Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: _____

Seconded by:_____

VOTE:

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

Sponsored By: City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR THE SALE OF CITY-OWNED PROPERTY PURSUANT TO RFP NO. 24-0501200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR SAID SALE AND PURCHASE, IN THE FORM ATTACHED HERETO, IN AN AMOUNT OF TWO HUNDRED EIGHTY THOUSAND DOLLARS ($280,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 3, 2024, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 24-0501200 for the sale of City-Owned Property, identified by folio 08-2129-005-1621 (known as the "Water Tank" property); and

WHEREAS, one (1) sealed proposal was received by the City Clerk's Office and certified by the City Clerk on May 1, 2024; and

WHEREAS, a Selection Board of City employees was convened to review the proposals and presentations of the bidder regarding their sale of City-Owned Property proposal. The Selection Board scored the proposal based on a maximum of 5 points for each of the following criteria: 1) Financial Capacity and 2) Proposed Fee; and

WHEREAS, Florida Industrial Properties Eight, LLC ("Florida Industrial Properties Eight, LLC") and its proposal, attached hereto as Exhibit "A", ranked the highest with the Selection Board as the only proposer; and

WHEREAS, the City Commission finds that acceptance of Florida Industrial Properties Eight, LLC's proposal, relating to RFP No. 24-0501200, for the sale of City-Owned Property, identified by folio 08-2129-005-1621, attached hereto as Exhibit "A", in an amount not to exceed Two Hundred Eighty Thousand Dollars ($280,000.00) and in the form attached hereto as Exhibit "B", is in the best interest of the City and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Florida Industrial Properties Eight, LLC, relating to RFP No. 24-0501200, for the sale of City-Owned Property, in an agreement form attached hereto as Exhibit

A", in an amount of Two Hundred Eighty Thousand Dollars ($280,000.00) and in the form attached hereto as Exhibit "B".

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

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

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

Docusign Envelope ID: 35ADD158-51A3-46B7-A2FB-ADF6F2F1DE35

City of Opa-locka
Agenda Cover Memo

DocuSigned by:
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City Manager:	Darvin Williams		**CM Signature:**					
Commission Meeting Date:	*9.11.2024*		**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 Manager		**Department:**		City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to accept the proposal of Florida Industrial Properties Eight, LLC for the Sale of City-Owned Property pursuant to RFP No. 24-0501200 and further authorizing the City Manager to enter into an agreement with Florida Industrial Properties Eight, LLC for the Sale of City-Owned Property.

Staff Summary:

Request for Proposals (RFP) 24-0501200 was published on April 03, 2024, for the Sale of City-Owned Property located at 45XX NW 128th Street and identified as Folio No. 08-2129-005-1621. One (1) company submitted a proposal document which was certified by the City Clerk on May 01, 2024.

A Selection Board of City employees was convened to review the proposal of the one bid and evaluate each firm regarding their proposal for the Sale of City-Owned Property. The Selection Board scored the bid on a maximum of 5.00 points per category based on the following criteria:

1. Financial Capacity
2. Proposed Fee

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Florida Industrial Properties Eight, LLC owns an adjacent property to City-Owned property and desires to acquire this land. The company has proposed a bid amount of two hundred and eighty thousand dollars ($280,000) for the sale of land.

Financial Impact: The Revenue generated from the sale of the property in the amount of $280,000 will be accounted for in the Water-Sewer Fund; account 440-364100 "Sale of Fixed Assets". This is a one-time sale and therefore will not have any long-term ongoing effects to the General Fund.

Attachment:

Bid Certification
RFP 24-0501200
Bid Proposal



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.

4345 SW 72ND AVENUE, SUITE B
MIAMI, FLORIDA 33155
PHONE: 305-595-4485 ● FAX: 888-559-7220

- 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

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.



Carlos D. Gobel, MBA, SRA
Executive Director
Cert Gen RZ3904

Phone: 305.595.4485
Fax: 888.559.7220
Email: cgobel@thegregroup.com

CERTIFICATION

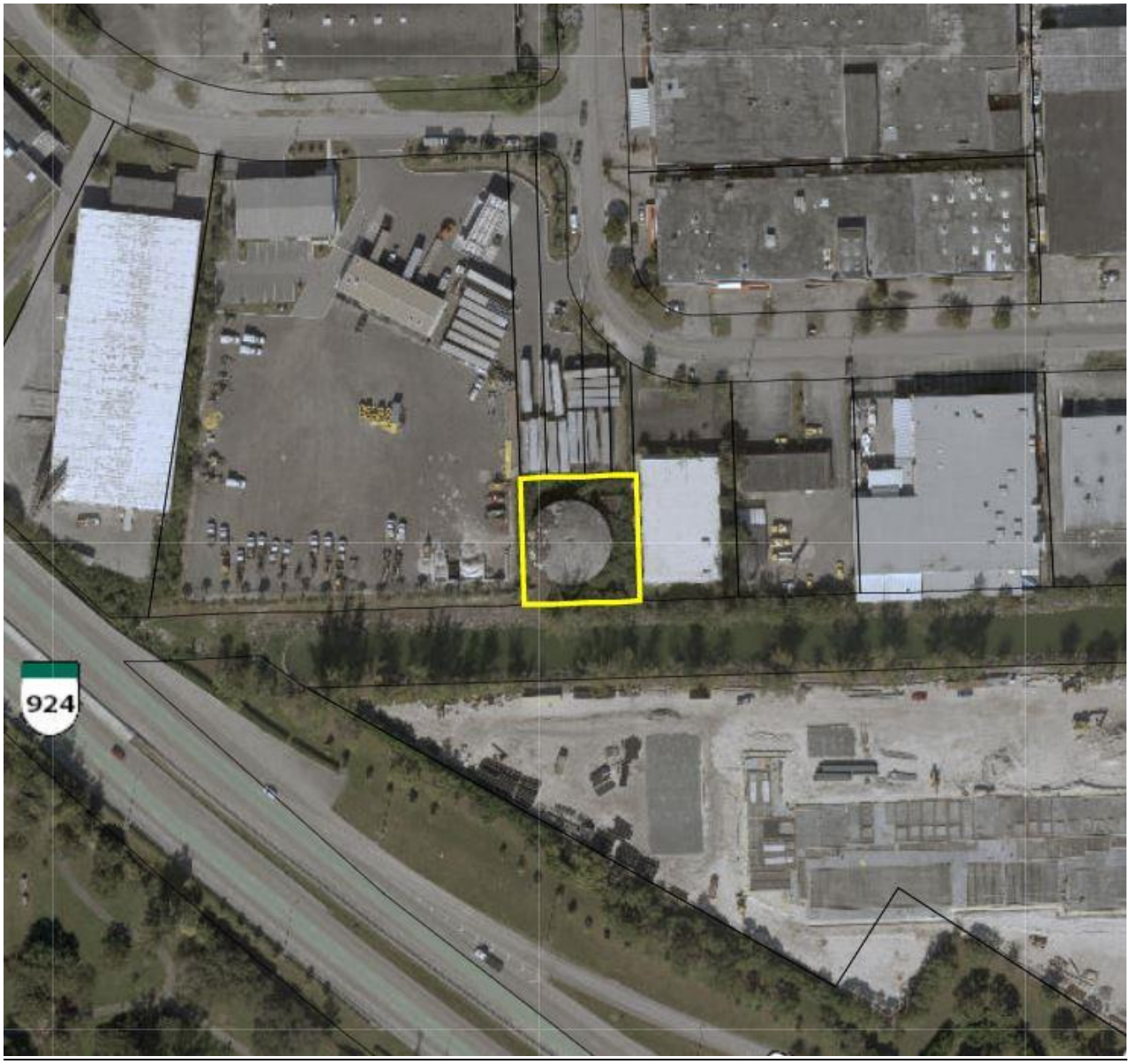
We certify to the best of our knowledge and belief:

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 SUMMARY

Property Name	City of Opa-Locka Industrial Land
Address	45xx NW 128th 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 7th, 2022
Date of the Report	November 7th, 2022

VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is Market Value	Fee Simple	October 7, 2022	$280,000

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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.

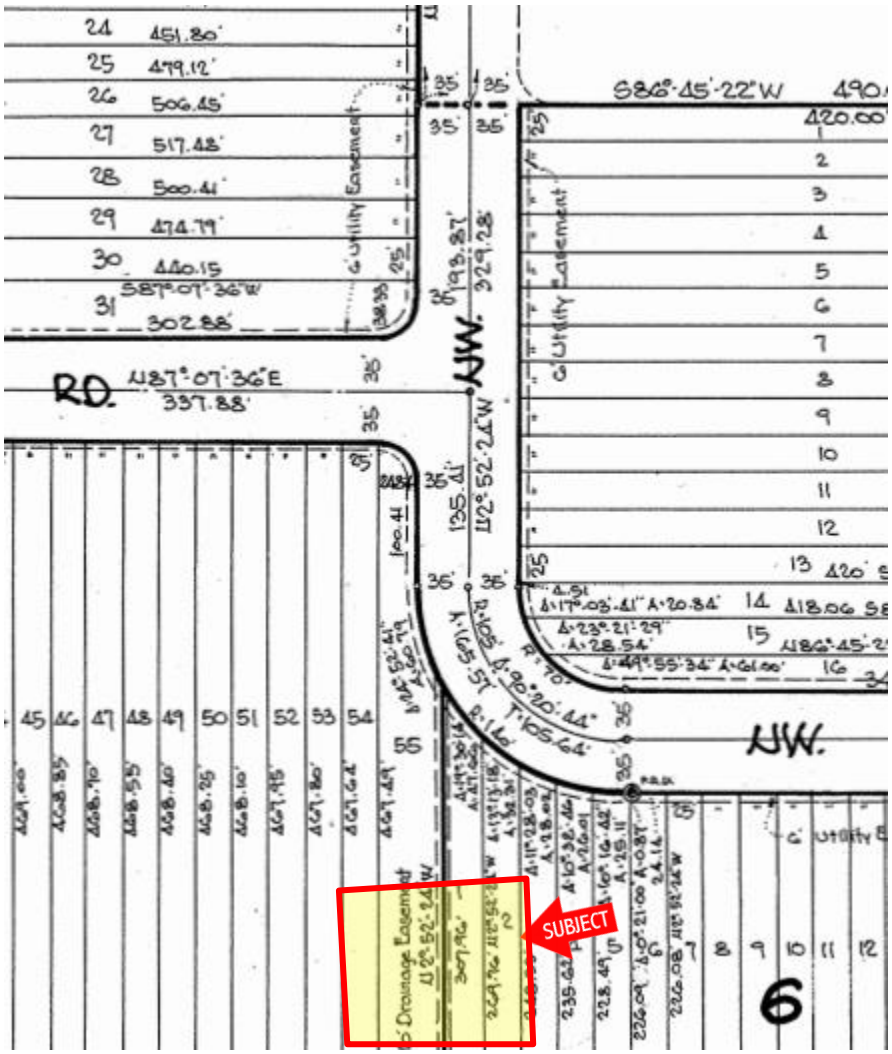
Site Data	
Physical Description	
Address	45XX NW 128th Street, Opa-Locka
Tax ID	08-2129-005-1621
Net Site Area	14,929 square feet
Excess Land Area	-
Gross Site Area	14,929 square feet
Shape:	Rectangle
Frontage	10 feet along NW 128th Street
Additional frontage	105 feet along the south side of the site 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.

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.

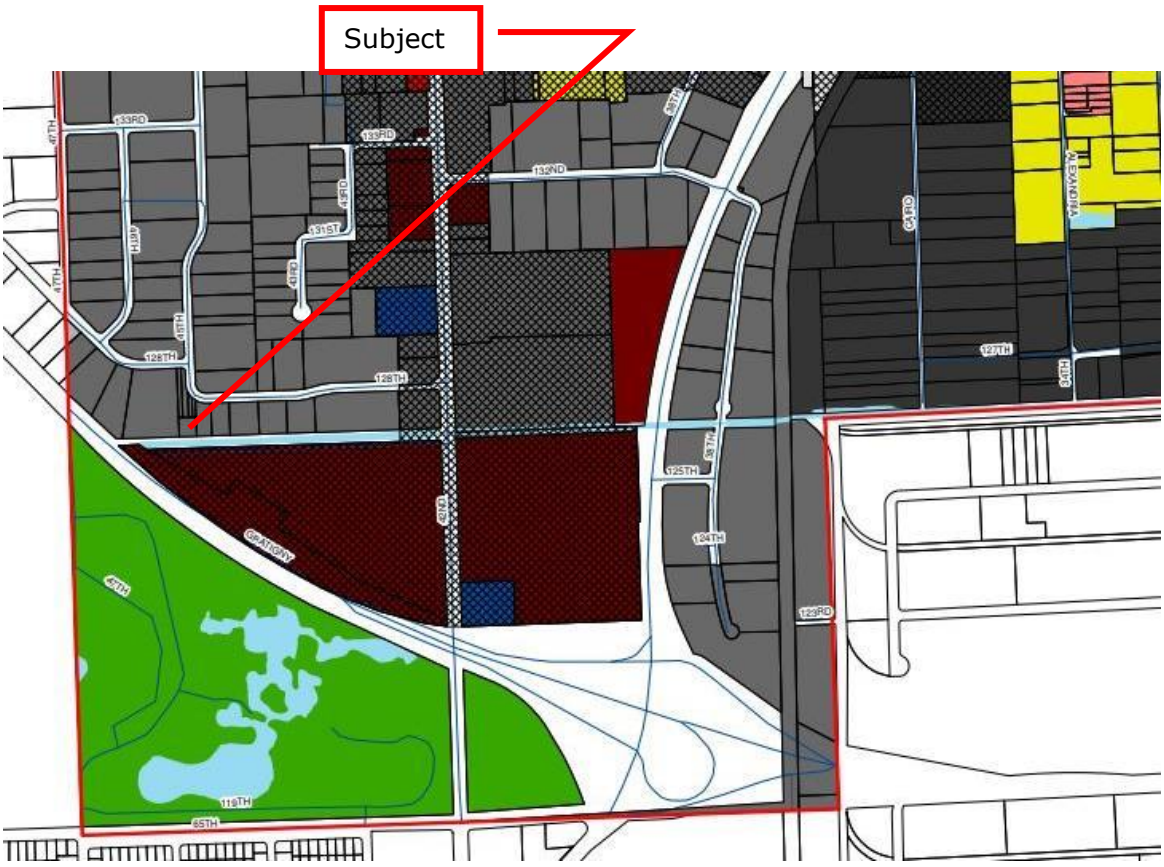
- To guide and accomplish a coordinated, adjusted and harmonious development, which, in addition to the purposes set forth above, will contribute to the efficiency and economy in the process of development.

- 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 Districty 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.



City of Opa-locka
Official Zoning Map

Legend

- B-O (Business Office)
- B-1 (Commercial Neighborhood)
- B-2 (Commercial Liberal)
- B-3 (Commercial Intensive)
- I-1 (Light Industrial)
- I-2 (Industrial Planned)
- I-3 (Liberal Industrial)
- I-4 (Lib. Ind., Storage and Salvage)
- Civic
- Park
- R-1 (Single Family Residential)
- R-2 (Two Family Residential)

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.

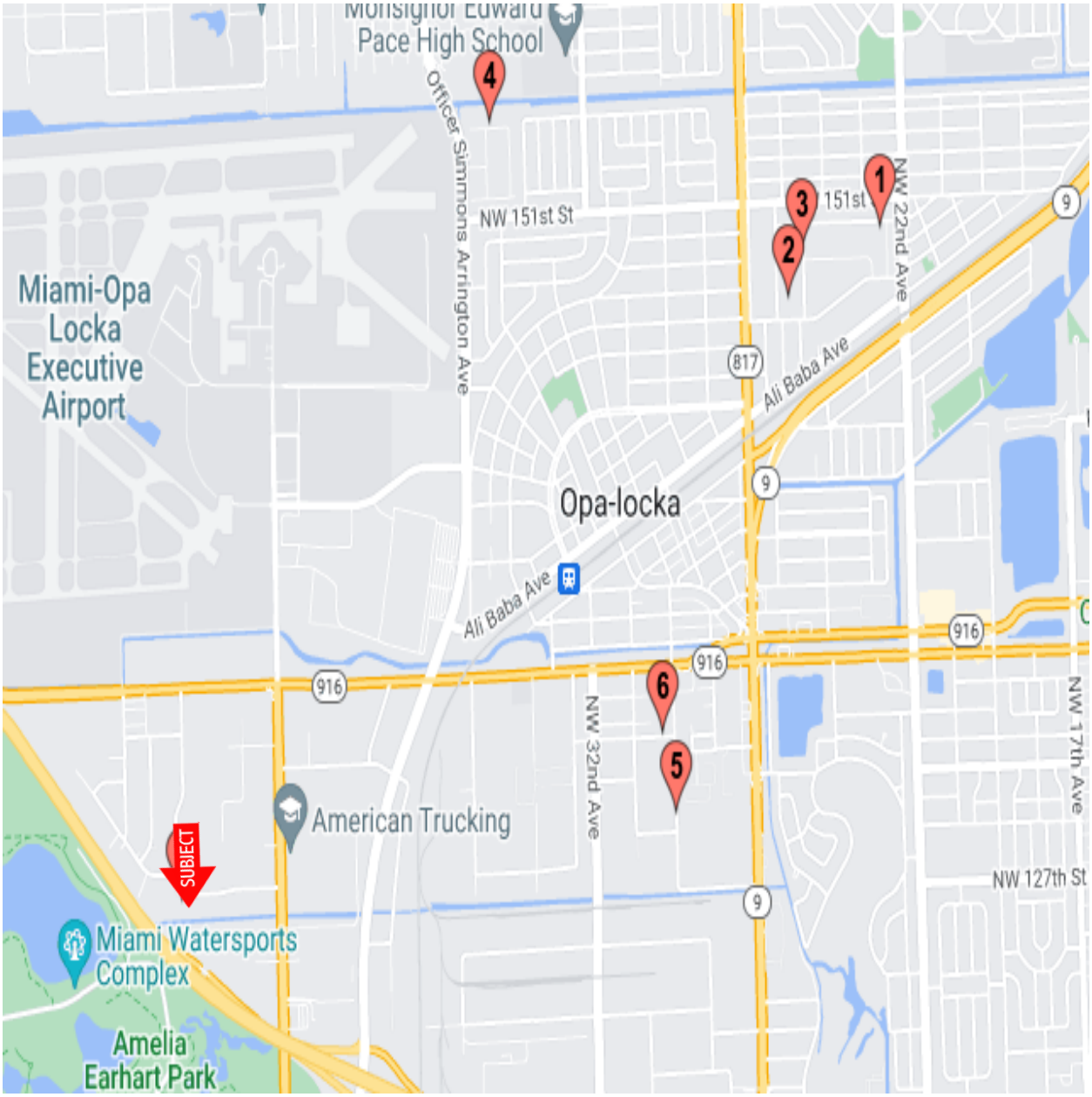
In order to estimate the Market Value of the subject property via the Sales Comparison Approach, the appraiser has gathered, verified and analyzed several sales within the subject's market area.

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 Terrce 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

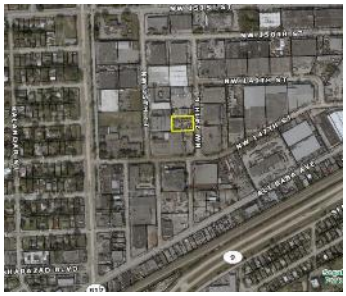
COMPARABLE SALE No. 4

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

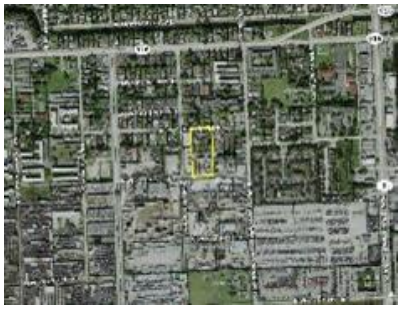
COMPARABLE SALE No. 6

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 CAPIALIZATION 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:	08-2129-005-1621
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	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	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

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

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$60,136	$81,812	$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).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1974	$69,200	00000-00000	Sales which are qualified

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

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

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 nearly $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"

[redacted]

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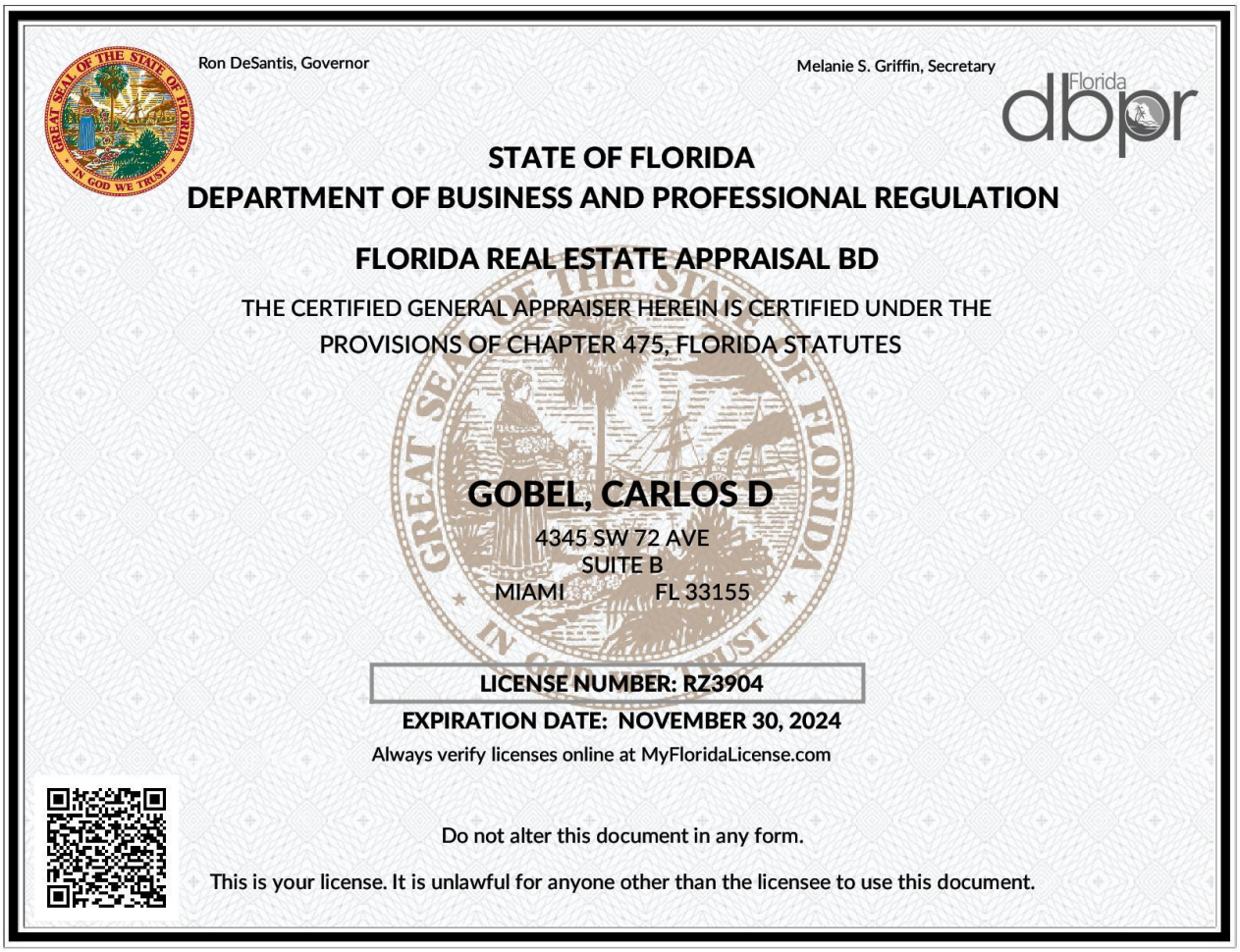

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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.

EVALUATION MATRIX

RFP No. 24-0501200
Sale of City-Owned Property

Firm Name: Florida Industrial Properties

Evaluation

Criterion	Weight	Reviewer Name: Gregory Gay Rating	Gregory Gay Score	Robert Anathan Rating	Robert Anathan Score	Gerald Lee Rating	Gerald Lee Score	Solomon Bankole Rating	Solomon Bankole Score		
Price Proposal	90%	3	2.70	5	4.50	4	3.60	4	3.60		
Financial Stability	10%	5	0.50	0	0.00	0	0.00	4	0.40		
Total	**100%**		**3.20**		**4.50**		**3.60**		**4.00**		

FIRM SELECTED

Reviewer:

	Florida Industrial Properties
Gregory Gay	3.20
Robert Anathan	4.50
Gerald Lee	3.60
Solomon Bankole	4.00
AVERAGE RATING	**3.83**

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 24-0501200
Sale of City-Owned Property

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received by 2:00 p.m. on May 1, 2024 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:30 p.m. on the 1st day of May 2024.

PROPOSAL(S) RECEIVED

NAME/ADDRESS	**Bid Amount**
1. Florida Industrial Properties Eight LLC **2131 NW 22nd Avenue, Bay 22** **Opa-locka, FL 33054** **Contact: Jose F. Vega, President** **Tele: 786.229.7148** **Email: floridaindustrialproperties@gmail.com**	**$280,000.00**

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Junior Bergel
Procurement
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

CITY OF OPA-LOCKA

RFP NO: 24-0501200

June 26, 2024 @ 2:30 P.M.

WALK THROUGH MEETING, 780 FISHERMAN STREET, 4th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
R. ANATHAN	OL	ranathan@opalockafl.gov	305-953-2868x 5204
Sol. Bankole	PCD	sbankole@opalockafl.gov	786. 835. 4561
GREGORY GAY	PCD	GGAY@OPALOCKAFL.GOV	305 953 2868 #1501
GERALD LEE	PCD	~~GERALD~~ glee@opalockafl.gov 305 953 2868	
FRANK VEGA	FLA IND PROP 8	FVEGA@ATLANTICTRUCKING.COM	7862297148
ACalhoun	MISKEL BACKMAN	ACalhoun@miskelbackman	901-405-3394
Frank Vega	FLA Ind Prop 8	FrankVega30@backman.com	305-345-8005

AGENDA MEETING MEMO:

RFP 24-0501200 Sale of City-Owned Property

Meeting Objective:

A selection panel of City employees (Evaluation Committee) will review and evaluate the submitted proposals. The committee members may ask the bidding firms questions about their proposals, and the firms are expected to provide answers.

Please Note: The meeting will be open to the public and recorded.

The meeting will follow the memo guidelines listed below:

1. Welcome/Introductions (1-5 minutes)
2. Questions and Answers (5-20 minutes)
3. Next Steps of the process (1-5 minutes)

Presentation Order/Time:

Firms	Time Slot for Presentation
Florida Industrial Properties	Friday, 07/26/2024 at 2:30PM

RFP No. 24-0501200
Sale of City-Owned Property

Criterion	Weight	Description
Proposed Offer	90%	Proposed Offer for the Property
Financial Capabilities	10%	Financial Capabilities
Total	**100%**	

Rating Scale	
0	Fails to Fit
1	Poor Fit
2	Fair Fit
3	Good Fit
4	Very Good Fit
5	Excellent Fit

EVALUATION FORM

RFP No. 24-0501200
Sale of City-Owned Property

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

Reviewer Name: GERALD LEE **Date:** 7/26/24

Signature:

Florida Industrial Properties

Firm Name: FLORIDA INDUSTRIAL PROPERTIES, EIGHT, LLC.

Evaluation

Criterion	Rating
Price Proposal	4
Financial Capabilities	0

Notes:

EVALUATION FORM

RFP No. 24-0501200
Sale of City-Owned Property

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

Reviewer Name: GREGORY GRAY **Date:** 7/22/24

Signature:

Florida Industrial Properties

Firm Name: FLORIDA INDUSTRIAL PROPERTIES

Evaluation

Criterion	Rating
Price Proposal	3
Financial Capabilities	5

Notes:

$210K ASKING PRICE PROPERTY VALUE	MAYBE HIGHER
CASH AT CLOSING	

EVALUATION FORM

RFP No. 24-0501200
Sale of City-Owned Property

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

Reviewer Name: Sol Bankole **Date:** 7/26/2024

Signature:

Florida Industrial Properties

Firm Name: Florida Industrial Properties, Eight, LLC

Evaluation

Criterion	Rating
Price Proposal	4
Financial Capabilities	4

Notes:

Financial Capabilities would be Cash

EVALUATION FORM

RFP No. 24-0501200
Sale of City-Owned Property

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

Reviewer Name: R. ANASTASIAN **Date:** 7-26-24

Signature: R. Anastasian

Florida Industrial Properties

Firm Name: FLORIDA INDUSTRIAL PROPERTIES

Evaluation Criterion	Rating	Notes:
Price Proposal	5	RFP indicated a value of $280,000
Financial Capabilities	0	Bidder offered $280,000
		Therefore an excellent fit.

CITY OF OPA-LOCKA

REQUEST FOR PROPOSAL
RFP NO. 24-0501200

FOR SALE OF CITY-OWNED PROPERTY

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   a. Advertisement
   b. Proposal Submission
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II. Nature of Services Required
   a. Purpose
   b. Scope of Work
   c. Contents of Proposal

III. General Requirements
   a. Rules for Proposal
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IV. Evaluation and Selection Process
   a. Review of Proposals
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   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: 24-0501200
FOR THE SALE OF CITY-OWNED PROPERTY

The sealed proposal for Sale of City-Owned Property (Folio 08-2129-005-1621) for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday**, May 1, 2024, by 2:00 p.m. 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 (e-bid) by 2:00 p.m.

The address to submit a 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 24-0501200 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: 24-0501200

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. 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. 24-0501200**.

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 33054prior 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, U.S. Mail or any other delivery method.

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 Sale 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 selected proposal shall be included and incorporated in the final award. The order of contractual precedence will be the 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.

The City reserves the right to further negotiate any proposal 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 bid to which it relates.

1-12. 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 bidding for this proposal and shall be further disqualified from submitting any future proposals to the City of Opa-locka.

1-13. 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.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	4/3/24	
Pre-Bid Meeting	N/A	
Written Questions Due	4/17/24 @ 3:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"	
Response to Questions	4/24/24 @ 5:00pm	
Due Date/Bid Opening	5/1/24 @ 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 BID

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. 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 in accordance with 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 in response to 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.

The subject property has no public access to NW 128th Street as the adjoining north parcel has fenced the property, making the subject lot a land-locked parcel. The site has access via a 10’ wide easement, from the site to the north.

PART III

PROPOSAL REQUIREMENTS

3-1 SUBMISSION OF PROPOSALS

The bid submission will be in accordance with the attached Bid Proposal Sheet (Page 11).

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. Proposed Bid Amount	90
Category 2. Financial Capability: The ability to meet the financial requirements of the proposal based on a submitted credit report or a DUNS Report.	10
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those Proposers 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 their ability to provide the necessary funding at the time of the sale closure.

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. 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. The City's decisions will be final.

4-5 AWARD AND CONTRACT EXECUTION

Upon Commission authorization, it is expected that a Sale Agreement will be executed with the selected Proposer and contract negotiations will be initiated. 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.

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the Owner, Managing Partner, Pres.
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the attached Proposal.

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Bid for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Bid; 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 such Bid, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Bid;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Witness

By: Jose F. Vega
Signature

Jose F. Vega
Print Name and Title

12

BID PROPOSAL FORM

In signing this form, the Proposer affirms that the funds used in the purchase of this property aren't in violation of Federal Anti-Money Laundering Laws. In conjunction with the submission of the proposed Bid Proposal Form, Proposer shall submit a credit report from a major credit rating firm.

Bid Amount :
$ 280,000 (Two Hundred Eighty Thousand And 00/xx)

SUBMITTED THIS 30th DAY OF April 2024.

BID SUBMITTED BY:

Jose F. Vega
Name of Person Authorized to Submit Bid

786 229 7148
Telephone Number

Jose F. Vega
Signature

Floridaindustrialproperties@gmail.com
Email Address

Florida Industrial Properties, Eight, LLC
Company Name (If Applicable)

President
Title (If Applicable)

AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND IN "AS IS" CONDITION

This Agreement for Sale and Purchase (the "Agreement") is entered into as of the _____ day of _____, 2024 by and between FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC , whose Post Office Address is 2131 NW 139TH Street, Bay 22, Opa-Locka, FL 33054 ("Purchaser") and **CITY OF OPA-LOCKA**, a political subdivision of the State of Florida, hereinafter referred to as "Seller", whose Post Office Address is 780 Fisherman Street, Opa-locka, FL 33054.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Purchaser and Seller agree as follows:

1. REALTY. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property owned by Seller, if any (collectively, the "Real Property"). The Real Property sale is subject to the possibility of reverter to the Seller as provided below and is sold in "as is" condition.

2. Title to the Real Property shall automatically revert to Seller or the then assignee of Seller's rights on the date that is three years (3) from the date of closing of this Real Property sale if Purchaser or its assignee fails to develop the Real Property for commercial use. Grantor shall record a notice of exercise of reverter or other document as may be deemed necessary. Upon the recording of such instrument, title to the Property shall vest in Seller or the then assignee of Seller's rights hereunder subject to all matters then of record, except that within thirty (30) days after Purchaser or the then assignee of Purchaser's rights in the Real Property has received written notice of such recordation, Purchaser or the then assignee of Purchaser's rights shall satisfy and take commercially reasonably efforts to cause the release and reconveyance of any encumbrances securing loans or evidencing liens or security interests created by Purchaser or the then assignee of Purchaser's rights. Purchase or the then assignee of Purchaser's rights shall execute any document reasonably required to give effect to this provision. The foregoing conditions and restrictions shall be deemed covenants running with the land and binding upon Purchaser and its successors and assigns. The reversion right herein shall automatically expire and be of no further force and effect without the need of any further documentation following the date that is three (3) years after the date of the closing of this Real Property Sale, provided that the Real Property was developed for commercial purposes.

3. "AS IS" SALE. **PURCHASER ACKNOLWEDGES AND AGREES THAT THE PROPERTY SHALL BE SOLD, AND PURCHASER SHALL ACCEPT POSSESSION OF POSSESSION OF THE PREMISES "AS IS, WHERE IS, WITH ALL FAULTS," WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE. SELLER, ITS COUNSEL OR ANYONE ACTING BY OR ON BEHALF OF SELLER HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO PURCHASER WITH RESPECT TO THE PROPERTY, ANY MATTER**

SET FORTH, CONTAINED OR ADDRESSED IN ANY OTHER TRANSACTIONAL DOCUMENTS, (INCLUDING THE ACCURACY, COMPLETENESS AND CONTENT THEREOF; PURCHASER WILL, PRIOR TO CLOSING, CONFIRM INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PREMISES; AND BY PROCEEDING TO CLOSING PURCHASER ACCEPTS THE RISK OF ANY AND ALL KNOWN AND/OR POTENTIAL ENVIRONMENTAL LIABILITIES ASSOCIATED WITH THE PREMISES.

4. PURCHASE PRICE AND PAYMENT.

4.1. PURCHASE PRICE. Purchaser agrees to pay a purchase price for the Real Property of Two Hundred Eighty Thousand Dollars ($280,000.00) (the "Purchase Price").

4.2. ADJUSTMENTS TO PURCHASE PRICE. The Purchase Price to be paid at closing shall be subject to the adjustments, reductions (if any), and prorations provided for in this Agreement and will be paid at closing by wire transfer of U.S. funds for the Real Property referenced above. Any reductions in the Purchase Price shall be agreed upon between Purchaser and Seller prior to the end of the Inspection Period, hereinafter defined. In the event the parties cannot agree upon the total reduction in the Purchase Price, then this Agreement shall be automatically terminated. If Seller shall be unable to convey title to the Real Property according to the provisions of this Agreement, Purchaser may: (i) elect to accept such title that Seller may be able to convey, without a reduction in Purchase Price; or (ii) terminate this Agreement. Upon such termination, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

4.3 INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Real Property and agrees to convey title to the Real Property by Quit Claim Deed, subject to the possibility of reverter as set forth herein and in the Quit Claim Deed.

4.4 AD VALOREM TAXES. Purchaser, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes.

5. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Purchaser and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction, including any environmental testing provided the Purchaser shall indemnify and hold Seller harmless for damage or injury caused by Purchaser and its agents subject to all limitations of Section 768.28, Florida Statutes. Purchaser's indemnification and insurance obligations set forth herein shall survive the closing or early termination hereof. Purchaser may in the course of such entry make any invasive tests, alterations or improvements to the Real Property owned by Seller, with the express written consent of Seller, which consent may not be unreasonably withheld. Notwithstanding the foregoing, prior to any entry upon the Real Property by Purchaser or any of its agents, Purchaser shall provide Seller with an insurance certificate reflecting liability insurance coverage of not less than $1,000,000 and naming Seller as an additional insured. If Closing does not occur, Purchaser shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

6. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Real Property, that there is no tenant in possession of the Real Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Real Property.

7. PRORATIONS. Expenses for electricity, water, sewer, waste collection, if any, shall be prorated to the day prior to closing.

8. CLOSING. The closing agent for this transaction shall be _____. Any closing cost shall be paid by the Purchaser. The closing of this transaction shall be completed on the day which is thirty (30) days from the Effective Date of this Agreement. If such date falls on a Saturday, Sunday or other legal holiday, the closing shall occur on the next available business day. Seller and Purchaser agree that closing may be accomplished by escrow and that a representative of the Seller shall not be required to attend closing.

9. TIME OF THE ESSENCE. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Purchaser.

10. BROKERS. Purchaser shall hold Seller harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent, which claims arise by through, or under Purchaser.

11. EXPENSES. Purchaser shall be responsible for recording fees on the Quit Claim Deed. Purchaser shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Quit Claim Deed.

12. POSSESSION. Seller shall deliver possession of the Real Property to the Purchaser at closing.

13. SELLER'S DISCLAIMER/PURCHASER'S RELEASE. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY ACTIVITY OR USE WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY,

MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (G) COMPLIANCE OF THE REAL PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS, OR (H) THE COMPLIANCE OF THE FACILITIES ON THE REAL PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR ANY DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE REAL PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN. PURCHASER ACKNOWLEDGES THAT,PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY (WHICH PURCHASER MAY HAVE ACCESS AS HEREIN SET FORTH0 AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, OTHER THAN INFORMATION EXPRESSLY REQUIRED TO BE PROVIDED BY SELLER HEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE REAL PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. FURTHERMORE, EXCEPT FOR ANY CLAIM THE PURCHASER MAY HAVE AS A RESULT OF THE BREACH BY THE SELLER OF ANY EXPRESS REPRESENTATION OR WARRANTY OF SELLER SET FORTH HEREIN, PURCHASER DOES HEREBY RELEASE AND FOREVER DISCHARGE SELLER, ITS DIRECTORS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY PURCHASER RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE "CLAIMS"). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE REAL PROPERTY OCCURRED BEFORE OR AFTER THE CLOSING. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE PURCHASER MAY HAVE AGAINST THE SELLER. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION

SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

14. DEFAULT.

14.1 BREACH BY SELLER. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for closing, Purchaser may, at Purchaser's election and as Purchaser's sole and exclusive remedy do one of the following: (i) terminate this Agreement and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.

14.2 BREACH BY PURCHASER. In the event of a breach of Purchaser's covenants or warranties herein and the failure of Purchaser to cure such breach within the time provided for closing, Seller may seek specific performance or money damages. The Seller's measure of damages shall be the difference between the purchase price and the fair market value of the property at the time of Purchaser's breach.

15. LITIGATION. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

16. SUCCESSORS IN INTEREST. This Agreement will inure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

17. GOVERNING LAW. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement; proper venue thereof will be in Miami-Dade County.

18. INVALID PROVISIONS. In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

19. RECORDING. This Agreement or notice thereof may be recorded by Purchaser in the minutes of the Clerk of the City of Opa-Locka, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

20. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by Purchaser or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

21. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are

exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

22. NOTICE. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service, email or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below or at such other address as has been substituted by notice given in the manner required hereby.

As to Seller:	Darvin Williams, City Manager City of Opa-locka Office of the City Manager 780 Fisherman Street Opa-locka, FL 33054 E-Mail: jpate@opalockafl.gov
With a copy to:	Burnadette Norris Weeks, Esq. Burnadette Norris-Weeks P.A. 401 NW 7th Avenue Fort Lauderdale, Florida 33311 Fax: 954-768-9770 E-Mail: bnorris@apnwplaw.com
As to Purchaser:	Jose F Vega 2131 NW 139th Street, Bay 22 Opa Locka, FL 33054
With a copy to:	Kevin A Goch, 2131 NW 139th Street, Bay 22 Opa Locka, FL 33054

Any such notice or demand so secured shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission or email transmission.

23. AWARD OF AGREEMENT. Seller represents and warrants that it has not employed or retained any person employed by the Purchaser to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Purchaser any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

24. CONFLICT OF INTEREST. The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of

the Real Property has any personal financial interest, direct or indirect, in this Agreement, except for the interest of the Seller in the sale of the Real Property. The Seller is aware of the conflict of interest laws of Miami-Dade County, Florida and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

25. WAIVERS. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

26. SURVIVAL OF REPRESENTATIONS/WARRANTIES. The representations and warranties contained in this Agreement shall survive the Closing for a period of six (6) months and be enforceable by the respective parties.

27. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. EFFECTIVENESS. The Effective Date of this Agreement shall be the date when the last party (Purchaser or Seller) executes this Agreement.

29. COUNTERPARTS, FURTHER INSTRUMENTS. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. Seller and Purchaser shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Purchaser and Seller have duly executed this Agreement as of the day and year above written.

SELLER:

ATTEST:

By: _____
Joanna Flores
City Clerk

Date: _____

CITY OF OPA-LOCKA

By: _____
Darvin Williams
City Manager

Date: _____

Approved as to form and legal sufficiency:

_____
Burnadette Norris Weeks, P.A.
City Attorney

PURCHASER:

FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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 PARK PART TWO, according to the Plat thereof, as recorded in Plat Book 86 at Page 74, of the Public Records of Miami-Dade County, Florida

Folio: 08-2129-005-1621

Sponsored by: City Manager

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A", TO AMEND THE SCOPE OF THE GRANT TO INCLUDE ON-DEMAND SERVICE TO COMPLEMENT THE FIXED ROUTE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") was awarded a Florida Department of Transportation (FDOT) Grant for Three Hundred Forty-Nine Thousand, Four Hundred Seventy-Six Dollars ($349,476.00) to fund fifty percent (50%) of the cost of a second community bus route within the City, the South Route Shuttle Bus, that was proposed to FDOT during the Fiscal Year 2023-2024 Application Process. The funding was adopted pursuant to Resolution 24-006; and

WHEREAS, early in Fiscal Year 2023-2024 the Administration became aware of other opportunities to provide more modern, convenient and flexible transportation for the community, and the decision was made to investigate these opportunities rather than implement a second, traditional bus route. No grant funding has been utilized so far; and

WHEREAS, on January 3, 2024, the City published RFP 24-0205200 for On-Demand Rideshare Services within the City, and the City Commission subsequently adopted Resolution 24-099 to accept Freebee's Proposal for on-Demand and Fixed Route Rideshare Services within the City; and

WHEREAS, the City Manager requests approval from the City Commission to amend the scope of the FDOT grant to add on-demand service to complement the fixed route; and

WHEREAS, the City Commission finds it to be in the best interests of the City and its residents to execute Amendment #1 to the Grant Agreement with the Florida Department of Transportation (FDOT), attached hereto as Exhibit "A", to amend the scope of the Grant to include on-demand service to complement the fixed route.

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

Section 1. Adoptions of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorizing Execution of Agreement. The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to execute Amendment #1 to the Grant Agreement with the Florida Department of Transportation (FDOT), attached hereto as Exhibit "A", to amend the scope of the Grant to include on-demand service to complement the fixed route.

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 Interim City Manager following review by the City Attorney, without the need of a 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)

Docusign Envelope ID: 185B13D5-3D8C-4166-BD6D-CC9C17F0DD0F

City of Opa-locka
Agenda Cover Memo

Department Manager:	Robert Anathan			**Department Manager Signature:**	ROBERT ANATHAN DocuSigned by: C46C07C1E8DE492...			
City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	09/11/2024		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept.)* See Financial Impact Section		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*N/A*			
	X							
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:** Enhance Organization ☐ Bus. & Economic Development ■ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ■ Communication ☐		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*			
	X							
Sponsor Name:	**City Manager**		**Department:**		Financial Support Services			

Short Title:

FDOT GRANT G2M72 – AMENDMENT #1

Staff Summary:

The City was awarded a Florida Department of Transportation (FDOT) Grant for Three Hundred Forty-Nine Thousand, Four Hundred Seventy-Six Dollars ($349,476.00) to fund fifty percent (50%) of the cost of a second community bus route, the South Route Shuttle Bus, that was proposed to FDOT during the FY2023-2024 Application Process. The funding was adopted by Resolution 24-006. Early in FY 24 the Administration became aware of other opportunities to provide more modern, convenient and flexible transportation for the community, and the decision was made to investigate these opportunities rather than implementing a second, traditional bus route. No grant funding has been used so far.

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On January 3, 2024, the City published RFP 24-0205200 for On-Demand Rideshare Services within the City, and the City Commission subsequently adopted Resolution 24-099 to accept Freebee's Proposal for on-Demand and Fixed Route Rideshare Services within the City.

Staff requests approval from the City Commission to amend the scope of the FDOT grant to add on-demand service to complement the fixed route.

Financial Impact: Approval of this amendment will provide additional FDOT grant funding in addition to the regular funding provided by the County's Citizens Independent Transportation Trust (CITT) program to fund these community mobility programs.

Proposed Action:

Staff recommends approval by the City Commission to authorize the Amendment #1 of FDOT Agreement G2M72.

Attachment(s):

Agenda
FDOT Agreement G2M72 – Amendment #1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
452157-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55062020629
		Identification Number (FAIN) – Transit only:		Vendor Number:	F596000394002
Contract Number:	G2M72	Federal Award Date:		Amendment No.:	1
CFDA Number:	N/A	SAM/UEI Number:	YFKCKZNKEVG3		
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on_____, by and between the State of Florida, Department of Transportation ("Department"), and City of Opa Locka, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 1/24/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended City of Opa-Locka will be adding on-demand service to complement their fixed route bus service.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   __ **Aviation**
   __ **Seaports**
   X **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   __ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   X Exhibit A: Project Description and Responsibilities
   __ Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   __ Exhibit E: Program Specific Terms and Conditions
   __ Exhibit F: Contract Payment Requirements
   __ *Exhibit G: Financial Assistance (Single Audit Act)
   __ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

4. Project Cost.
The estimated total cost of the Project is __ increased/ __ decreased by $0 bringing the revised total cost of the project to $698,952.

The Department's participation is __ increased/ __ decreased by $0. The Department agrees to participate in the Project cost up to the maximum amount of $349,476, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Opa Locka

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title: D6-DIrector of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): City of Opa-Locka will be adding on-demand service to complement their fixed route bus service. The third-party vendor will have one minibus for the fixed route and two vehicles for the on-demand service. The vehicles for both services will be electric vehicles with ADA compliance and the third-party vendor will also provide a transit software system called PINGO, which will help facilitate collection of data and service feedback. The operation hours for both services will be from Monday to Friday from 6:00 AM to 7:00 PM and Saturdays from 9:00 AM to 7:00 PM.

B. Project Location (limits, city, county, map): City of Opa Locka/Opa-Locka, FL/Miami-Dade

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): The City of Opa-Locka will be providing on-demand and fixed route bus service.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Sponsored by: City Manager

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND ADDENDUM TO THE DECEMBER 18, 2023 CONSENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES MANAGEMENT (DERM), ATTACHED HERETO, TO PROVIDE AN UPDATE ON THE CITY'S SANITARY SEWER MODEL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") and the Miami-Dade County Division of Environmental Resources Management (DERM) previously agreed that all City applicants for Business Tax Receipts would be first be referred to DERM for its approval before a Business Tax Receipt could be issued by the City; and

WHEREAS, to document resolution of these issues, a Consent Agreement between the City and DERM was executed through City Resolution 23-168. Included in this Consent Agreement were penalties of Forty Thousand Dollars ($40,000.00) and One Thousand, Fifty-One Dollars and Forty-Seven Cents ($1,051.47); and

WHEREAS, following the execution of the Consent Agreement, DERM discovered that the Consent Agreement failed to include a long-standing open permit for a new section of sewer main installed by the City on Port Said Road that had not been certified (Sewer Extension - 2011-SEW-EXT-00021) and was not addressed in the original Consent Agreement, necessitating an Amendment #1 to the Consent Agenda; and

WHEREAS, the Amendment #1 provided: "Within ninety (90) days of the effective date of this Agreement, the City shall upload a complete certification package via the file transfer protocol (Exhibit I) for the certification of 2011-SEW-EXT-00021 in accordance with the provisions contained in Section 24-42.3 of the Code "; and

WHEREAS, DERM also desired to update Appendices 2 and 3 of the Consent Agreement regarding deficiencies in Pump Station Basins #5 and #7, within the City. These deficiencies were updated with date certain completion dates in Addendum #1; and

WHEREAS, the City paid the One Thousand, Fifty-One Dollars and Forty-Seven Cents ($1,051.47) penalty related to the Consent Addendum #1. DERM waived the Forty Thousand Dollars ($40,000.00) penalty contingent upon the City procuring Sixty Thousand Dollars ($60,000.00) of equipment and services to enhance the City's sewer system, which the City is in the process of doing; and

WHEREAS, DERM is now requesting that an Addendum #2, attached hereto as Exhibit "A", be executed by the parties for the City to provide an update the City's Sanitary Sewer Model, which was provided on August 10, 2022. At that time, the City Manager believed that the City had five (5) years to provide an update. However, on March 25, 2024, DERM sent a reminder that the update is due by April 30, 2024. Failure to meet this deadline could result in DERM placing the City's entire sanitary sewer collection system under moratorium; and

WHEREAS, since the City currently lacks an active sewer monitoring and control system, the necessary calculations will need to be performed manually over the rainy and dry seasons, with an estimated study period of nine (9) to twelve (12) months, according to the original engineering firm; and

WHEREAS, as this project will be funded with ARPA dollars, a Request for Proposals (RFP) must be issued for these services. Therefore, the City has requested and has been granted an eighteen (18) month extension from DERM, which will be granted upon passage of this Resolution; and

WHEREAS, there is no additional fiscal impact associated with Addendum #2; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to authorize the City Manager to execute the Consent Agreement Addendum #2, attached hereto, for the City to provide an update on the City's Sanitary Sewer Model.

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 execute the Consent Agreement Addendum #2, attached hereto, for the City to provide an update on the City's Sanitary Sewer Model.

SECTION 3. SCRIVENER'S ERRORS.

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

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

PASSED and **ADOPTED** this _____ day of _____, 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)

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City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**	DocuSigned by:		
City Manager:	Darvin Williams			**CM Signature:**	C40C07C1E8DE492...		
Commission Meeting Date:	*09/11 /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**	X					
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to execute Addendum #2 of the Consent Agreement with Miami-Dade County Department of Environmental Resources Management (DERM).

Staff Summary:

History – After thorough discussions, it was decided that all City applicants for Business Tax Receipts must first be referred to DERM for approval before the City can issue the Tax receipt. To formalize this process, a consent agreement was executed between the City and DERM. This agreement included penalties totaling $41,051.47, under resolution 23-168.

More recently, DERM discovered that a long-standing open permit, referred to as Sewer Extension (2011-SEW-EXT-00021), was omitted from the original consent agreement. This permit involved the City Public Works Department installing a new section of sewer main on Port Said Road, which has not yet been

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certified. As this issue is being addressed, DERM also seeks to address Appendices 2 and 3, which detail deficiencies in pump station basins 5 and 7. These deficiencies have been updated with specific completion dates. The appendices are attached, and the Consent Agreement is being amended to include paragraph 22. a), which addresses the certification of 2011-SEW-EXT-00021 as follows:

22. a). Within ninety (90) days of the effective date of this Agreement, the City shall upload a complete certification package via the file transfer protocol (Exhibit I) for the certification of 2011-SEW-EXT-00021 in accordance with Section 24-42.3 of the Code. This was originally approved under resolution 24-038 in 2011.

Current Activity – DERM is requesting an update to our Sanitary Sewer Model, which was provided on August 10, 2022. At that time, we believed we had five (5) years to provide an update. However, on March 25, 2024, DERM sent a reminder that the update is due by April 30, 2024. Failure to meet this deadline could result in DERM placing our entire sanitary sewer collection system under moratorium. Since we currently lack an active sewer monitoring and control system, the necessary calculations will need to be performed manually over the rainy and dry seasons, with an estimated study period of nine (9) to twelve (12) months, according to the original engineering firm. As this project will be funded with ARPA dollars, an RFP must be issued for these services. Therefore, we have requested and have been granted an eighteen-month extension from DERM, which will be granted upon passage of this resolution.

Financial Impact – There is no financial impact to the City and no long-term impact on the General Fund for this item, provided that DERM's requests are met.

Proposed Action:

Staff recommends the City Commission authorize the City Manager to sign the Consent Agreement addendum with DERM to resolve the issue of updating our sanitary sewer model.

Attachment:

1. Agenda
2. DERM Consent Agreement Addendum
3. DERM Notice for compliance

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893

March 25, 2024

ELECTRONIC CORRESPONDENCE ONLY

Mr. Airia Austin, Public Works Director
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Email: aaustin@opalockafl.gov

RE: City of Opa-Locka; Domestic Wastewater Annual Operating Permit DWO-047; Collection and Transmission System Model Certification, Due April, 30, 2024.

REMINDER NOTICE

Dear Mr. Austin:

The Department of Regulatory and Economic Resources Management (RER) Division of Environmental Resources Management (DERM) is hereby providing this final reminder notice for the submittal of the Updated Certification of the Utility's Collection and Transmission System Model, due April 30, 2024.

Pursuant to Paragraph 16 of the Second Partial and Final Consent Decree, Case No CIV-93-1109-MORENO, effective since 1996, Section 24-42.2(7) of the Miami-Dade County Code, which reads:

> ***"(7) Collection and transmission system model.*** *All utility owned or operated sanitary sewer collection systems shall participate in a County-wide, regional computerized collection and transmission system model or models to: i) assist in the development and implementation of operation and maintenance procedures to optimize transmission capacity within the collection system; and ii) evaluate the impact of infiltration and inflow rehabilitation programs, proposed system modifications, upgrades and expansions to the transmission capacity and performance of the collection system. The model or models for each collection and transmission system shall be updated at intervals of no more than five (5) years.*
>
> *The model for each utility shall be capable of predicting, during conditions of expected peak flow, the flow in each force main and major gravity main, the hydraulic pressure at any point in any force main,...."*

This requirement is also incorporated under the Specific Conditions of the RER-DERM Domestic Wastewater Annual Operating (**DWO**) Permit for your Utility, which reads:

> *"The design and development and subsequent updates of the utility's collection and transmission system model or models shall be approved by the Director or the Director's designee before implementation. The model or models for each collection and transmission system shall be updated at intervals of no more than five (5) years. The utility shall submit subsequent updates of the model report within five (5) years to RER-DERM for approval before the utility's model implementation. The updated model shall meet or exceed all conditions pursuant to Section 24-42.2 (7) of the Miami-Dade County Code and the current Federal Consent Decree. Any changes to the Utility's WCTS that could impact the Model will require the submittal of the RER-DERM Certification Form and any support documentation demonstrating that the updated model is in compliance with the above conditions. The latest date for the utility to submit any subsequent updates Certification of the model shall be April 30, 2024. (Section 24-42.2 (7), MDCEPO)"*

Each utility is required to submit a Certification indicating that the current Model has been updated and that it meets or exceeds all conditions pursuant to Section 24-42.2 (7) of the Miami-Dade County Code and the current Federal Consent Decree.

In order to facilitate the utilities with the notification/certification requirements, RER-DERM prepared an Excel Form to certify that the current Model meets the minimum requirements pursuant to the above Code section. As is customary and required, the completed form shall be properly signed and sealed by a Professional Engineer in the State of Florida, on behalf of the Municipal Utility. See attached Excel Form.

Failure to submit the completed RER-DERM Certification Form, or if the utility has not yet acquired a functional Sanitary Sewer Model, will result in the initiation of a formal enforcement action, pursuant to Chapter 24.

Finally, DERM may request your utility to demonstrate the full operation capability of the Sanitary Sewer Model, pursuant to the above Section of the Miami-Dade County Code.

If you have any questions about the above, please contact Mr. Oscar Aguirre, EI, via email at Oscar.Aguirre@miamidade.gov or Mr. Pablo Asencio, Engineer 2, via email at Pablo.Asencio@miamidade.gov . You may also contact them at (305) 372-6920.

Sincerely,

For
Galo Pacheco, P.E., Interim Chief
Water and Wastewater Division
Department of Regulatory and Economic Resources

cc: Darvin Williams, Interim City Manager, (dwilliams@opalockafl.gov)
Arshad Viqar, PE, CFM, City Engineer (aviqar@opalockafl.gov)
O. Aguirre, E.I., Pablo Asencion, R. Istambouli, P.E., J. Clingerman, DERM
PSU-08

SECOND ADDENDUM TO THE DECEMBER 18, 2023, CONSENT AGREEMENT BETWEEN MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT AND THE CITY OF OPA-LOCKA

This Second Consent Agreement Addendum ("2nd Addendum"), entered into by and between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management ("DERM") and the City of Opa-locka ("Respondent"), pursuant to section 24-7(15)(c) of chapter 24 of the Code of Miami-Dade County ("Code"), shall serve to amend certain provisions of the Consent Agreement executed on December 18, 2023 ("Consent Agreement"). This Addendum is hereby incorporated into the December 18, 2023, Agreement.

DERM and the Respondent agree to amend the December 18, 2023, Consent Agreement to add paragraph 22. b). to address the 5-year model certification as follows:

22. b). Within eighteen months of the effective date of this 2nd Addendum, the Respondent shall complete and submit the 5-year Update RER-DERM Certification Form for the Utility's Collection and Transmission System Model required pursuant to Section 24-42.2(7) of the Code of the Code and specific condition no. 14 of the City's 2023-24 annual operating DWO permit. The submittal shall also include a requirement for continuous monitoring and recording of the City's sanitary sewer collection system at a central location via a Supervisory Control and Data Acquisition (SCADA) system or an equivalent to comply with the 2023-24 annual operating DWO permit (condition no. 9) and Section 24-42.2(13)(c) of the Code.

All other provisions of the December 18, 2023, Consent Agreement shall remain unchanged and in full force and effect for the duration of this Addendum.

This 2nd Addendum and the provisions herein shall become effective upon execution by the Director of DERM or the Director's designee.

THIS SECTION WAS LEFT INTENTIONALLY BLANK
(SIGNATURE PAGES FOLLOW)

_____ _____

Date City of Opa-locka

State of Florida
County of Miami-Dade
The foregoing instrument was acknowledged before me by means of (*how the individual appeared check one*):

☐ physical presence ☐ online notarization this _____ day of _____, 20_____.
(*date*) (*month*) (*year*)

by _____
(*name of individual*)

Individual identified by: ☐ personal knowledge ☐ satisfactory evidence _____.
(*type*)

(*Affix Florida Notary Seal above*)

_____
(Signature of Notary Public)

_____
(typed, printed, or stamped name of Notary Public)

DO NOT WRITE BELOW THIS LINE OFFICE USE ONLY

_____ _____

Date Lisa M. Spadafina, Director
Division of Environmental Resources Management

_____ _____

Witness Witness

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SEMINOLE TRIBE OF FLORIDA CONTRACT WITH ARDURRA GROUP, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR LEAD AND COPPER RULE (LCR) FEDERAL COMPLIANCE ASSISTANCE SERVICES (SEMINOLE TRIBE OF FLORIDA RFQ #17-2023), AND ENTER INTO AN AGREEMENT WITH ARDURRA GROUP, INC. FOR LEAD AND COPPER RULE (LCR) FEDERAL COMPLIANCE ASSISTANCE SERVICES, IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND ONE HUNDRED EIGHTY DOLLARS ($98,180.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Opa-Locka Administration has identified an agreement with the Seminole Tribe of Florida, facilitated through Ardurra Group, Inc., for Lead and Copper Rule (LCR) Compliance and intends to piggyback on the Master Service Agreement related to the Seminole Tribe of Florida Request for Qualifications (RFQ) #17-2023 for Professional Engineering Services; and

WHEREAS, through the piggyback contract with Ardurra Group, Inc, the Public Works Department will be in a position to ensure that all City hydrants are discharged and assessed for efficiency; and

WHEREAS, the Federal Lead and Copper Rule (LCR), established in 1991, mandates that utilities monitor and control lead and copper levels in drinking water. Significant revisions to the LCR were introduced in January 2021, marking the first major update to the National Primary Drinking Water Regulations in over a decade. These revisions impact every water system in the United States, bringing substantial changes to how utilities implement corrosion control treatment, conduct compliance sampling, manage lead service lines, and communicate with customers. Understanding and implementing these revisions is essential for the City City of Opa-Locka ("City") to maintain continued compliance; and

WHEREAS, the City Manager recommends accepting the proposal from Ardurra Group, Inc. for completion of Lead and Copper Rule (LCR) Federal Compliance Assistance services in the amount of Ninety-Eight Thousand One Hundred Eighty Dollars ($98,180.00), attached hereto as Exhibit "A" as a piggyback procurement; and

WHEREAS, the Seminole Tribe of Florida previously awarded a contract to Ardurra Group, Inc for Lead and Copper Rule (LCR) Federal Compliance Assistance Services (attached as Exhibit "A"), pursuant to its RFQ #17-2023, for a three-year period commencing November 28, 2023; 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 Tribe of Florida contract with Ardurra Group, Inc, attached hereto as Exhibit "B", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for Lead and Copper Rule (LCR) Federal Compliance Assistance services, as provided herein, in an amount not to exceed Ninety-Eight Thousand One Hundred Eighty Dollars ($98,180.00); 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 Tribe of Florida contract with Ardurra Group, Inc, attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for Lead and Copper Rule (LCR) Federal Compliance Assistance services, as provided herein, in an amount not to exceed Ninety-Eight Thousand One Hundred Eighty Dollars ($98,180.00).

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

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

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

Docusign Envelope ID: E5FC8620-98DD-4F74-BAF3-EE1013F53694

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**	DocuSigned by: C46C07C1E8DE492...	
City Manager:	Darvin Williams			**CM Signature:**		
Commission Meeting Date:	*09/11/2024*		**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 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 Tribe of Florida's agreement with Ardurra Group, Inc. for Lead and Copper Rule (LCR) Federal Compliance Assistance.

Staff Summary:

City Administration has identified an agreement with the Seminole Tribe of Florida, facilitated through Ardurra Group, Inc., for Lead and Copper Rule (LCR) Compliance and intends to piggyback on the Master Service Agreement related to RFQ #17-2023 for Professional Engineering Services.

Docusign Envelope ID: E5FC8620-98DD-4F74-BAF3-EE1013F53694

The Federal Lead and Copper Rule (LCR), established in 1991, mandates that utilities monitor and control lead and copper levels in drinking water. Significant revisions to the LCR were introduced in January 2021, marking the first major update to the National Primary Drinking Water Regulations in over a decade. These revisions impact every water system in the United States, bringing substantial changes to how utilities implement corrosion control treatment, conduct compliance sampling, manage lead service lines, and communicate with customers. Understanding and implementing these revisions is essential for the City to maintain continued compliance.

Financial Impact: The procurement of $98,180.00 for LCR Compliance Assistance engineering services will be expensed through the Water-Sewer CIP fund.

Proposed Action:

Staff recommends the City Manager be authorized to piggyback the Seminole Tribe of Florida RFP #17-2023 for Lead and Cooper Rule (LCR) Compliance Assistance with the Ardurra Group, Inc.

Attachment:

1. Agenda
2. Ardurra Group, Inc. Scope of Work and Fee Schedule $98,180.00.
3. Master Service Agreement, Piggyback Seminole Tribe of Florida RFQ #17-2023, Professional Engineering Services, Lead and Copper Rule Compliance Assistance.

City of Opa-Locka

Lead and Copper Rule Compliance Assistance

SCOPE OF WORK

August 22, 2024

City of Opa-Locka Public Works Department
Attn: Airia Austin
Public Works Director
City of Opa Locka
780 Fisherman Street
Opa-locka, FL 33054

Prepared by:
Ardurra Group, Inc
8600 NW 17th Street, Suite 200
Doral, FL 33126

ARDURRA

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City of Opa-Locka

Lead and Copper Rule Compliance Assistance

SCOPE OF WORK

INTRODUCTION

Ardurra Group, Inc. (Ardurra) was selected by The City of Opa-Locka (City) to provide engineering services related to their water system. The following Task is being proposed under this scope of services: “Lead and Copper Rule Compliance Assistance”

DESCRIPTION OF SERVICES

The City of Opa-locka is located in northern Miami-Dade County, Florida, covering a 4.2 square mile area with a population of approximately 16,000 residents. The City is primarily residential, featuring single-family homes, along with a blend of commercial, industrial, and educational facilities. Opa-locka is responsible for owning, maintaining, and operating its water and wastewater systems.

The Lead and Copper Rule (LCR), established in 1991, requires utilities to monitor and control lead and copper levels in drinking water. The LCR Revisions were promulgated in January 2021 and include sweeping changes to many aspects of the Rule, constituting the first major update to the National Primary Drinking Water Regulations in more than a decade and impacting every U.S. water system.

The Revisions will significantly alter how utilities implement corrosion control treatment, conduct compliance sampling, manage lead service lines, and communicate with customers. Understanding the implications of these Revisions will allow utilities to plan for continued compliance.

Compliance with the LCR Revision involves the following key areas:

- Lead Service Line Inventory
- Sampling Plan
- Customer Communication
- Lead Service Line Replacement
- Corrosion Control Treatment
- School and Child Care facility testing

The deadline for compliance with the LCR Revisions is October 16, 2024. This includes submittal of both the Lead Service Line Inventory and the Lead Service Line Replacement Plan. These items are discussed in more detail in the following sections and will require updating annually thereafter. Given the expected time of the NTP, Ardurra does not guarantee that all required submittals will be completed before the October 16, 2024 deadline.

At the request of the City, Ardurra is pleased to submit this proposal to provide assistance to the City in meeting the LCRR requirements.

The “Lead and Copper Rule Compliance Assistance” project has been divided into the following tasks:

Task	Description
1	Project Management
2	Data Collection & Analysis
3	Lead Service Line (LSL) Inventory Framework
4	School and Childcare Facility Sampling Plan
5	Lead Service Line Replacement Plan (LSLRP)

Additional support may be provided in future phases under separate Scope(s) of Work which may include:

- Implementation of Service Material Identification & Inventory Updates
- Continuing Support for Customer Outreach & Education Program
- Development of Corrosion Control Evaluation & Future Optimization
- Perform LCRR Compliance Sampling Training
- Others, as needed

1. Project Management

300 Engineering will provide project management services, which will include the following main activities:

a. Kick-off Meeting

300 Engineering will provide the following services under this subtask:

- Prepare and attend the project kickoff meeting to be held via teleconference with representatives from the City’s Public Works Department. The purpose of this meeting is to confirm objectives, review timeline, discuss deliverables, submittal review procedures and identify additional documentation to be provided by the City

b. Project Progress Reports

300 Engineering will prepare monthly progress reports that will be issued to the City along with the monthly invoices. Monthly progress reports will include: overall status of the project, work performed during the work period, estimated completion of tasks and major sub-tasks, and current challenges/issues.

Deliverables

The following deliverables will be submitted to the City as part of Subtask 1:

- Meeting agendas and minutes (One (1) kick-off meeting)
- Monthly progress reports (Four (4) Monthly progress report)

2. Data Collection and Analysis

Ardurra will prepare a Request for Information (RFI) for currently available data to support the creation of the LSLI. Data Collection may include but is not limited to:

- Geographic information system (GIS) databases with installation dates, location, diameter, and material data for water mains and service lines
- Computerized maintenance management system (CMMS) database or other work order system records
- Paper records and property data
- Previous materials evaluation performed to identify lead and galvanized iron or steel under the original Lead and Copper Rule
- Construction and plumbing codes, permits, and existing records or other documentation that indicates the service line materials used to connect structures to the distribution system
- Customer billing data which includes connection dates and active accounts
- Distribution system maps, drawings & As-builts
- Historical records on each service connection
- Meter installation records, e.g., typical details, GIS data on locations, diameters, and installation dates
- Historical capital improvement or master plans
- Standard operating procedures
- Inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system
- Interviews with O&M staff
- Private-side construction permits, e.g., plumbing permits
- Existing records or other documentation that indicates the private-side service line material, e.g., tap cards, work order notes or forms
- Historical capital improvement plans (for as many years available)

Ardurra may also conduct small group meetings with City personnel, meter services, customer services, operations and maintenance, and/or GIS services to collect and document institutional knowledge on which service line materials are typically found in what areas of the City. Ardurra will meet with the City to receive input and to discuss the progress for this subtask. Ardurra will summarize the data review and provide a data gap analysis

Deliverables

The following deliverables will be submitted to the City as part of Subtask 2:

- Request for Information (RFI)
- Database of compiled support information (electronic copy)

3. Lead Service Line Inventory (LSLI)

When present, lead service lines are the primary source of lead in drinking water. The first step in understanding and addressing lead service line risks is to determine their locations in the City's public water distribution system. The LCRR requires all water systems to develop a publicly available inventory of all publicly and privately-owned service lines in the distribution system, which must be submitted by the October 16, 2024, deadline.

Systems will be required to submit annual notification letters to all customers with lead service lines or service lines of unknown material. While many systems have unknown service line materials (often historically assumed to be non-lead), the LCR Revisions will require unknown service line materials to be presumably lead.

Ardurra will use existing material data and professional expertise to predict probability and develop a preliminary service line inventory for each eligible water system, including the publicly owned and privately-owned portions of the service. The LSLI is intended to identify the location and material of all water service lines present in each water system. It will document both the service line material from the water main to the curb stop and the curb stop to the residence/structure. The inventory will be compiled using resources and methods identified by EPA in the LCRR. Additionally, desktop measures will be taken to simplify the service line material identification using predictive modeling where appropriate.

Ardurra will provide a desktop analysis to develop a Preliminary Lead Service Line Inventory. Water mains & water services that cannot be identified based on this desktop analysis (public & private) and will require further analysis (presented in **Subtask 4).**

Ardurra will facilitate one (1) group meeting with the City to review the database and discuss the following items:

- Potential limitations and inaccuracies of the indirect designation approach that could necessitate additional manual data review or field verification efforts
- Significant data gaps that could require field investigation
- Strategies to perform statistical likelihood analysis using designated criteria
- Strategies to identify the areas most likely to contain lead
- Strategies to incorporate other data sources to classify lead status unknown service line materials (i.e., record drawings)
- Strategies to estimate the number of lead status unknown service line materials

3.1. GIS Review

Ardurra will review the City's utility GIS system to identify available water main pipe information, including pipe material and construction date, to determine whether a pipe can be ruled out of, or included in the LSL inventory. Only pipes constructed prior to the 1986 SDWA Lead Ban and/or constructed out of the following materials will be considered as part of the Lead Service Pipe Inventory:

- Lead pipes
- Lead fittings
- Copper with lead solder
- Lead goosenecks
- Galvanized lines
- Unknown materials

3.2. Preliminary LSLI Database and Database Management

Ardurra will complete the EPA Lead and Copper Inventory template using the information from the existing GIS database layers, which may include water meters, property parcels, water mains, service lines, as well as the available record drawings and As-builts. Ardurra will develop service line inventory following the requirements of the USEPA-FDEP template.

Ardurra will submit the inventory to City for review. The City is responsible for submitting the final package to the EPA. Given the expected time of the NTP, Ardurra does not guarantee that all required submittals will be completed before the October 16, 2024 deadline.

Deliverables

The following deliverables will be submitted to the City as part of Subtask 3:

- Preliminary Lead Service Line Inventory to be provided in USEPA sample format.

4. Sampling Plan

The LCRR also introduces additional sampling requirements. For systems with lead service lines, compliance sampling will include a first liter and a fifth liter sample, which monitors lead release directly from the lead service line.

Ardurra will review available water sampling data from the City and assist the City in developing an updated adequate Sampling Plan based on the tiers established by the LCRR including:

- Number of Tap Samples required
- Standard vs Reduced Monitoring frequency requirements
- Procedure on collecting samples
- Establishing Action Levels based on 90th Percentile Lead and Copper Levels
- Evaluation of Corrosion Control Techniques in place in the City

4.1. School and Childcare Facility Testing

The City is required to develop a list of all schools and childcare facilities built before January 1, 2014, served by its water system(s). Over a 5-year period, sampling must be conducted in 20% or more of the elementary schools and in at least 20% of the childcare facilities starting in 2024.

In addition, the City shall include the following documentation in the sampling plan for school and childcare facilities in its service area, including:

- Letter to Elementary Schools and Licensed Child Care Facilities
- EPA's 3Ts Toolkit
- Sampling Instructions
- Instructions 30 days prior to a sampling event on identifying sample outlets and how to prepare for the sampling event

The review and updates of the sampling plan will consider the following sample location and quantity requirements. If a facility does not contain the types of faucets as listed below, samples shall be collected at another outlet typically used for consumption.

Facility Type	Sample Quantity and Location
School	• Drinking water fountain x 2 • Kitchen Faucet x 1 • Classroom faucet or other drinking outlet x1 • Nurse's office faucet x1
Childcare Facility	• Drinking Water Fountain x1 • Kitchen Faucet, Classroom Faucet, or other drinking outlet x1

Deliverables

The following deliverables will be submitted to the City as part of Subtask 4:

- Recommendations for updated the lead and copper sampling monitoring program, including the alignment with new sampling tiers
- List of all schools and licensed day care facilities within the City

5. Lead Service Line Replacement (LSLR) Plan

All water systems with one or more lead, galvanized requiring replacement, or lead status unknown service lines in their distribution system must submit a lead service line replacement plan to the USEPA. Ardurra, in coordination with the City, will develop an LSLR Plan which will include the following:

- Plan for determining the composition of the "lead status unknown" service lines per findings of Subtask 3 (LSLI)
- General procedure for conducting full lead service line replacement, and Lead service line replacement prioritization strategy
- Identification of Funding Strategies
- Communications Strategy for informing customers before a full or partial lead service line replacement is not included under this task

5.1. "Lead Status Unknown" Verification Plan

Ardurra will assist the City in the development off this verification plan following the guidelines and requirements of the USEPA. Public side field verification is needed for all pipes with unknown construction materials that were either constructed prior to 1989 or where the construction date is unknown. Priority should be given to older sections of the distribution system which are more likely to contain lead. The following are a few options that might be included in the verification plan:

- The City can perform a quick check of the service lines immediately upstream of the meter box. If it is galvanized, there is a good chance the line is connected to the main with a lead gooseneck. These lines should be categories as containing lead on the LSL Inventory and should be scheduled for replacement.

- A Subsurface Utility Engineering (SUE) contractor can perform soft-digs to visibly confirm the pipe material.

Private side field verification for developments prior to 1989 is considerably more time consuming due to the vast number of privately maintained services. This is exacerbated by challenges with access rights on private property. It will likely take a multi-stage approach to compile a complete LSL of privately owned services. Ardurra will consider the following options when developing the verification plan

- For new plumbing permits issued for properties developed prior to 1989, consider adding a requirement to verify existing plumbing material, if no such requirement already exists
- Research known available plumbing materials used in the area prior to 1989
- Random samples, test the pipe surface for lead content with readily available testing strips or test markers

The LCR Revisions includes guidelines for material identification and USEPA recently released "Guidance for Developing and Maintaining a Service Line Inventory." Both sources identify multiple potentials methods for consideration, but implementation is largely site specific where applicability varies based on existing data sources and organizational practices as well as available utility resources. Ardurra will develop a Field Verification Plan, in coordination with the City, based on the preliminary LSLI findings. Since physically inspecting every service line to determine if it is lead is unrealistic, a representative, uniformly random number of service lines are recommended to be physically verified as a statistically sound subset to improve reliability of the LSLI. Field verification will not be conducted under this scope of work.

Ardurra will conduct a meeting with the City to discuss the plan. This plan will inform any future work that could be performed to identify "Lead Status Unknown" service lines in the system. Ardurra will evaluate a range of possible identification methods based on accessibility, cost, and effectiveness. The plan will include a phased, targeted approach to material identification. Available material identification methods will be based upon the latest guidance from the USEPA, FDEP and/or FL-DOH.

Execution of field verification activities and implementation support for service line identification is not included in this scope of work. Given the expected time of the NTP, Ardurra does not guarantee that all required submittals will be completed before the October 16, 2024 deadline.

5.2. Funding Mechanisms

As part of the LSLR Plan, Ardurra will develop a list of funding mechanisms available to the City. It is important to design funding strategies that will achieve full LSL replacement regardless of economic status, race or ethnicity. To aid with the potential cost associated with lead service line replacement, the USEPA and HUD are supporting states, tribes and cities to utilize the suite of funding and financing options provided by the federal government. Additionally, the City may take advantage of the $1.2 T Bipartisan Infrastructure Law (BIL). BIL will inject significant resources into Florida's Drinking Water State Revolving Fund (DWSRF). This funding cycle specifically provides $111,306,000 for Florida utilities with a 49% forgivable percentage for disadvantaged communities. Considering the timeline for previous needs assessment by the EPA, it is likely that early DWSRF cycles may contain greater funding than later cycles in Florida.

Ardurra will develop a matrix of funding options and requirements for City's consideration.

- Identify funding sources to assist with implementation of the various requirement of the LCR Revisions
- Identify funding sources to assist private property owners with replacement of their service lines

Deliverables

The following deliverables will be submitted to the City as part of Subtask 5:

- Action Plan to determine lead status of “unknown” service lines
- Lead Service Line Replacement Plan including Prioritization Criteria
- Funding Mechanisms Summary Matrices

SCHEDULE

The Project Schedule is approximately four (4) months from NTP.

COMPENSATION

The services described herein will be performed on a “Lump Sum” basis. Miles, reproduction, lodging and other reimbursable expenses are to be paid as presented and approved. An estimated fee schedule is presented in Appendix A.

ASSUMPTIONS

This Scope of Services is based on the following assumptions:

- Given the expected time of the NTP, Ardurra does not guarantee that all required submittals will be completed before the October 16, 2024 deadline
- Communication Strategies and Public Education Strategies will be provided by the City. Ardurra will not provide these services under this scope of work
- The City shall be responsible for the development of a plan to meet all USEPA requirements for notifying customers. Ardurra will not provide these services under this scope of work.
- The City will be responsible for developing educational materials and programs to inform the public about the risks of lead and copper in drinking water, as well as compliance efforts related to the Lead & Copper Rule. Ardurra will not provide these services under this scope of work.
- The City will be responsible for managing 24-hour notification requirements, including individual customer and entire water system notifications as required by the Rule Revisions. Ardurra will not provide these services under this scope of work.
- The City will be responsible for developing School Fact Sheet with information of health risks of lead in water. Ardurra will not provide these services under this scope of work.
- The City will be responsible for the development of outreach, educational, and promotional materials for each phase: inventory, replacement, sampling, etc. Ardurra will not provide these services under this scope of work.
- All requested information will be made available by the City

- Survey services, SUE and field investigations will not be performed under these scope of work. If surveys are determined to be required during the project execution, they will be additional services and will require a scope revision.
- The City ‘s staff will be available to attend meetings
- All materials & deliverables shall be submitted electronically to the City
- No design or permitting services are included in this Scope of Work
- No surveying, Subsurface Utility Engineering services, geotechnical investigations, water sampling, or on-site field inspections are included
- The City to provide a database of schools within the City’s boundaries/Water Service Area including address (or georeferenced location), date of construction and building type
- It is assumed that all pipes constructed after the 1986 SDWA Lead Ban are in compliance with this ban
- The City, will provide GIS data sources necessary for inventory framework including property and parcel information, and locations and sizes of existing water distribution lines, meter and service lines
- The City will review and confirm the service line designation criteria in the inventory database.
- Additional field verification or other actions may be needed to verify the accuracy of existing records and indirect service line designation criteria. Once the preliminary database is created, additional record review and/or field investigation will likely be required. This can either be done by City staff, Ardurra under a separate task order, or a third party hired by the City
- The City will provide an electronic database of schools (private, public, primary, and secondary) within the City’s service area including date of construction and address (or georeferenced location)
- The City will provide an electronic database of all known licensed childcare facilities within the City’s service area including address (or geocoded location), date of construction, and building type
- The City will schedule and coordinate any public notice meeting(s)
- This Scope of Work provides the first steps towards compliance with the LCR Revisions and will require further steps to bring the City into full compliance, as well as ongoing efforts thereafter based on timeframes and cycles specified by the USEPA
- It is anticipated that additional efforts, not included in this scope of work, may be required to support the implementation of a Lead & Copper Rule Program such as preparing design details, specification and contract documents for the excavation of test pits or SUE activities, construction management & administration for SUE contractors, technical specifications, drawings & standard details associated with the replacement of lead service lines, generation of SOPs for strategies where individual lead samples exceed the action limit, SOPs for reporting results to customer within the LCRRs required timeframes, additional training and public outreach activities, laboratory testing, tracking of sampling results, ordering, tracking and shipping sampling kits, applying for grants and/or other funding mechanisms, Corrosion Control Treatment (CCT) studies, among others. Additional efforts not specified in this Scope of Work or exceeding the efforts estimated herein, will be presented under a separate Scope of Work in order to provide continuous service and support to the City for the LCRR Compliance Program
- The City will conduct submittal reviews and provide comments within five (5) working days of submittal

Appendix A
City of Opa-Locka
Lead and Copper Rule Compliance Assistance

Fee Schedule

		Principal	Project Manager	Project Engineer	Junior Engineer	Total Hours	Labor	Subtotal
	Rate, $/Hr	$265.00	$225.00	$150.00	$130.00			
Subtask								
1	**Project Management**	4	8	12	0	24	$4,660.00	$4,660.00
2	**Data Collection and Analysis**	0	12	20	40	72	$10,900.00	$10,900.00
3	**Lead Service Line Inventory (LSLI)**	4	20	120	200	344	$49,560.00	$49,560.00
4	**Sampling Plan**	2	8	60	40	110	$16,530.00	$16,530.00
5	**Lead Service Line Replacement Plan (LSLR)**	2	8	60	40	110	$16,530.00	$16,530.00
	Total (Hours)	**12**	**56**	**272**	**320**	**660**		
	Sub-Total Labor Fee							**$98,180.00**
	ODC's (Mileage, Reproduction & Reimbursable)							
	Sub Total ODC's (Mileage, Reproduction & Reimbursable)							**$0.00**
	Sub-Total Labor Fee/ODC							**$98,180.00**
	% Utilization	**1.82%**	**8.48%**	**41.21%**	**48.48%**	**100.00%**		
	Total ($)	**$3,180.00**	**$12,600.00**	**$40,800.00**	**$41,600.00**			**$98,180.00**

SEMINOLE TRIBE OF FLORIDA

RFQ 17-2023

Tribal-Wide Professional Engineering Services

Task 1 – Lead and Copper Rule Compliance Assistance

SCOPE OF WORK

September 25, 2023

Prepared for:

Seminole Tribe of Florida
Juan Mata
Public Works Department
5700 Griffin Road,
Davie, Florida 33314

Prepared by:

Ardurra Group, Inc
8600 NW 17th Street, Suite 200
Doral, FL 33126

ARDURRA

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MASTER SERVICE AGREEMENT
BETWEEN THE SEMINOLE TRIBE OF FLORIDA
AND
ARDURRA GROUP, INC.

This Master Service Agreement ("Agreement") is made and entered as of the last executing signature hereto by and between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. § 5123 ("TRIBE") and ARDURRA GROUP, INC., a Florida Profit Corporation ("CONSULTANT").

Identification information

TRIBE:
SEMINOLE TRIBE OF FLORIDA

CONSULTANT:
ARDURRA GROUP, INC.

Tribal Vendor Number: 31616

TRIBE ADDRESS:
6300 STIRLING ROAD
HOLLYWOOD, FLORIDA 33024

CONSULTANT ADDRESS:
4921 MEMORIAL HWY., SUITE 300
TAMPA, FLORIDA 33634-7520

TRIBE REPRESENTATIVE:
EMRAN RAHAMAN
DIRECTOR OF PUBLIC WORKS
SEMINOLE TRIBE OF FLORIDA
5700 GRIFFIN ROAD
DAVIE, FLORIDA 33314
PHONE: (954) 894-1060
E-MAIL: emranrahaman@semtribe.com

CONSULTANT REPRESENTATIVE:
CHRISTOPHER F. KUZLER. PE
MANAGING PRINCIPAL / DIRECTOR
ARDURRA GROUP, INC.
4921 MEMORIAL HWY., SUITE 300
TAMPA, FLORIDA 33634-7520
PHONE: (813) 880-8881
E-MAIL: ckuzler@ardurra.com

PROJECT NAME:
TRIBAL WIDE WATER AND WASTEWATER ENGINEERING SERVICES

PROJECT LOCATION:
SEMINOLE INDIAN RESERVATIONS OR OTHER RESTRICTED TRIBAL TRUST LAND AND CERTAIN FEE PROPERTY OWNED OR LEASED BY THE SEMINOLE TRIBE OF FLORIDA

RECITALS

A. CONSULTANT is a professional engineering firm specializing in providing water and wastewater engineering services with the professional and technical capabilities necessary to achieve the objectives set forth by the Public Works Department of the TRIBE in connection with this Agreement.

B. CONSULTANT is an independent contractor willing to provide its professional water and wastewater engineering services in accordance with **EXHIBIT A – RATE SHEET**, attached hereto and by this reference incorporated herein, to TRIBE (the "SERVICES"), on a confidential basis under the terms and conditions and for the period contemplated by this Agreement.

C. The scope of work under this agreement involves water and wastewater engineering services on all Seminole Indian Reservations or other restricted Tribal Trust land, and certain fee property owned or leased by TRIBE, more particularly described in **EXHIBIT C - SCOPE OF WORK** (the "Project").

TERMS AND CONDITIONS

THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby understand, acknowledge, and agree as follows:

1. ENGAGEMENT

TRIBE hereby engages CONSULTANT as an independent contractor, and CONSULTANT hereby accepts engagement upon the terms and conditions set forth herein. The parties further acknowledge, warrant, and represent that the recitals set forth above are true and correct and hereby acknowledge and agree that such recitals form a part of the terms and conditions of this Agreement.

This Agreement is applicable to all SERVICES within the scope of Exhibit C provided by CONSULTANT during the term of this Agreement. SERVICES shall be requested from CONSULTANT in writing from TRIBE. Any services CONSULTANT agrees to perform shall be set forth in a Statement of Work.

Each Statement of Work must include (1) a description of the actual work to be performed by CONSULTANT and any deliverables for the specific engagement, (2) a schedule of the fees to be paid by TRIBE for the specific engagement, along with any applicable payment schedule, (3) a description of any specific responsibilities of CONSULTANT or TRIBE for the specific engagement, not otherwise covered in the Statement of Work or this Agreement, and (4) an incorporating reference to this Agreement and the governing terms hereof. Any Statement of Work shall be issued in accordance with the general format incorporated herein as Attachment "A".

Each Statement of Work must be executed by both TRIBE and CONSULTANT. The parties may amend a Statement of Work, provided that both parties agree to the changes in writing executed by both parties. Each Statement of Work submitted by CONSULTANT and approved in writing by both parties shall be incorporated into this Agreement as Attachment "A". CONSULTANT has no obligation to perform services not included in a valid Statement of Work, nor does TRIBE have any obligation to pay for any services provided not included in a valid Statement of Work.

2. TERM

Subject to the terms and conditions regarding termination of this Agreement, as provided herein, the term of this Agreement shall be for a period of three (3) years commencing on the date of the last executing signature, with the right on the part of TRIBE to cancel this Agreement upon payment of compensation due CONSULTANT pursuant to terms and conditions of Paragraph 3 hereof.

Except as set forth below, each Statement of Work is non-terminable and shall remain in effect until the SERVICES specified have been completed by CONSULTANT and accepted by TRIBE in accordance with the provisions of this Agreement. Either party may terminate a Statement of Work for material breach by the other party upon thirty (30) calendar days' prior written notice, if the breaching party does not cure the breach within the thirty (30)-calendar day notice period. Such notice shall set forth, in reasonable detail, the nature of the asserted breach. Upon termination of this Agreement pursuant to paragraph 13 below, CONSULTANT shall complete the SERVICES under all Statements of Work in process as of the Effective Date of termination. The provisions of this Agreement shall continue to apply to all ongoing Statements of Work

3. COMPENSATION

In consideration for CONSULTANT's satisfactory performance of SERVICES under a valid Statement of Work, TRIBE agrees to pay to CONSULTANT and CONSULTANT agrees to accept the fees set forth in each such valid Statement of Work, and in accordance with the terms thereof, a sum not-to-exceed Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in the aggregate per year for its SERVICES as provided in **EXHIBIT "A,"** with no carryover of prior year sum(s). Each year as described herein is a twelve-month period, the first of which commences on the effective date hereof. The SERVICES shall be authorized through a work authorization, with a project-specific scope of SERVICES, which will be determined and approved by the Director of the Public Works Department of the TRIBE. CONSULTANT shall not exceed, nor be required to exceed, the estimated costs set forth in any valid Statement of Work or the annual not-to-exceed contract amount without TRIBE's prior written authorization.

CONSULTANT shall be permitted to annually adjust the rates stated in EXHIBIT "A" at a rate increase not-to-exceed three percent (3%) above the prior year rates for a total allowance of two (2) rate adjustments under this Agreement. CONSULTANT must provide written notification and an adjusted rate schedule no later than thirty (30) calendar days prior to the effective date of each subsequent year of this Agreement.

As a condition precedent to payment under this Agreement, CONSULTANT shall send monthly invoices to the project manager designated in each Statement of Work for review and approval. Once CONSULTANT receives written approval of the applicable invoice, CONSULTANT shall send such invoice along with copy of the applicable approval to "Seminole Tribe of Florida Attn: Accounts Payable Department, Post Office Box 840939, Pembroke Pines, Florida 33084" or e-mail: invoices@semtribe.com or facsimile number of (954) 967-3988 for SERVICES performed during the preceding month. Invoices for payment should also include time sheets, summary sheets, a copy of the description of SERVICES, and copy of TRIBE's prior written approval for all hourly not-to-exceed services.

CONSULTANT shall comply with TRIBE's fiscal year-end cut off schedule, or more specifically September 30 of the given year.

In the event that any payment made by TRIBE to CONSULTANT in error or by mistake or mistakenly, incorrectly or erroneously exceeds the amount actually due, CONSULTANT shall immediately notify TRIBE and make arrangements to immediately return to TRIBE the mistaken payment or, if deposited before discovery thereof, to take immediate steps to notify TRIBE and to refund the mistaken or excess payment to TRIBE in certified funds or a cashier's check. In no event shall CONSULTANT retain any excess or other funds paid by TRIBE to CONSULTANT in error for more than five (5) calendar days after written demand for the return of such funds is made by or on behalf of TRIBE to CONSULTANT, and CONSULTANT further understands, acknowledges and agrees that during the period of time that CONSULTANT has actual or constructive possession of excess or other funds mistakenly paid by TRIBE, CONSULTANT shall be regarded as a constructive trustee of TRIBE with a fiduciary duty to segregate, safeguard and return to TRIBE such excess or other funds mistakenly paid by TRIBE to CONSULTANT.

4. DIRECTION

CONSULTANT shall report to, be responsible for its performance, and receive its direction from the Public Works Department of TRIBE; however, CONSULTANT shall use its professional skill and expertise in overseeing the specific professional details as to how the services are to be performed. CONSULTANT shall only perform duties as permitted by CONSULTANT's license and assigned by the duly authorized Representative of TRIBE that relate to the general purpose and scope of the SERVICES. In the event that CONSULTANT contends that an ambiguity or conflict exists between or among any of the Attachments and the terms and conditions of this Agreement; CONSULTANT shall promptly request and obtain TRIBE's written direction as to how to proceed.

5. DUTIES

TRIBE retains CONSULTANT pursuant to the terms and conditions of this Agreement. The duties of CONSULTANT shall include, but not be limited to, each of the tasks as outlined in each valid Statement of Work, and the tasks as defined by the Director of the Public Works Department, and the task as defined by TRIBE in a work authorization, on an as needed basis.

6. STANDARD OF CARE

CONSULTANT represents that it possesses the background, knowledge, skill and expertise and is experienced in providing the SERVICES, and further represents that it is familiar with the PROPERTY and the applicable laws affecting the PROPERTY. CONSULTANT also represents that the standard of care for all SERVICES performed or furnished by CONSULTANT under this Agreement will be the level of experience, care and skill ordinarily utilized by members of CONSULTANT's profession practicing in the State of Florida under similar conditions.

7. EXTENT OF SERVICES

CONSULTANT shall devote such time, attention and energies to the performance of services as is necessary and required by TRIBE. CONSULTANT shall not during the term of this Agreement, be precluded from engaging in any other business activity unrelated to TRIBE, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage. Provided however, that CONSULTANT shall not, during the term of this Agreement or at any time thereafter, solicit TRIBE's employees on behalf of CONSULTANT or any other person or organization, whether or not related to CONSULTANT, nor provide any other person, firm or business with information regarding TRIBE's business or governmental operations, including without limitation, the identity of clients of TRIBE or any agreements that exist between TRIBE and any third party.

8. OWNERSHIP OF DOCUMENTS

All original construction drawings and specifications produced by CONSULTANT under this Agreement shall remain the property, and shall remain in the custody and possession, of CONSULTANT. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to TRIBE, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of consultants) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, CONSULTANT's "Work") that CONSULTANT has retained in his possession. Copies of the construction drawings and specifications retained by TRIBE may be utilized only for TRIBE's use for the project for which they are prepared, and not for the construction of another project on another site. TRIBE, may however, reuse the concepts, themes, ideas, and expression reflected or embodied in the drawings and specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and specifications. All CONSULTANT's Work other than one set of original construction drawings, line drawings, specifications, and computer disks prepared by CONSULTANT shall be the property of TRIBE and may be used by TRIBE as TRIBE sees fit. The original physical drawings and specifications retained by TRIBE may be used for occupying the project, completing or modifying the project, the building, the site for which they were prepared, and not for the construction of another project on another site. All original construction drawings, line drawings, specifications, and computer disks shall remain in the possession, care, custody, and control of CONSULTANT, who shall retain them in confidence. CONSULTANT's Work shall be deemed "work for hire" commissioned by TRIBE to the fullest extent permitted by the copyright laws of the United States and by Florida law. To the fullest extent permitted by Federal and Florida law, CONSULTANT hereby transfers to TRIBE, for good and valuable consideration, all copyright, trademark, and patent rights in and to CONSULTANT's Work, and agrees to sign any and all further documents deemed necessary by TRIBE to protect TRIBE's copyright rights therein at the conclusion of the project. CONSULTANT agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent TRIBE's prior written consent, and further agrees not to reuse same for any purpose without TRIBE's prior written consent. CONSULTANT expressly acknowledges that, to the extent the concepts and themes for a given project were initially conceived by TRIBE, they shall remain the property of TRIBE, who may reuse them as it sees fit. Upon the completion or termination of CONSULTANT's involvement on a given project, any and all documents, information or use rights provided to CONSULTANT for purposes of or in connection with CONSULTANT's performance of this Agreement in connection with that project, or otherwise related to the project, shall be returned to TRIBE, without CONSULTANT retaining any copies except that CONSULTANT retain copies of documents or information furnished by TRIBE which were influential in CONSULTANT's production of the Work so long as CONSULTANT holds same in confidence and does not disseminate them or share them with any other third parties.

When TRIBE requests that CONSULTANT provide to it certain plans, specifications, or other documents in electronic form ("Electronic Documents"), CONSULTANT will do so subject to the terms of this provision. TRIBE recognizes that Electronic Form Documents are not intended to be used for construction, under the terms of this Agreement, may be revised by others without the knowledge or consent of CONSULTANT, and, when plotted, may result in variances or corrupt other files of the user. TRIBE agrees not to use the Electronic Form Documents for any purposes other than the project for which they were prepared. CONSULTANT will provide to TRIBE only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of CONSULTANT's ownership, professional name, and/or involvement in the project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user

and without liability, risk, or legal exposure to CONSULTANT.

9. NO PARTICIPATION

CONSULTANT acknowledges and agrees that this Agreement shall not give or extend to CONSULTANT any rights with respect to additional contributions by TRIBE to any deferred compensation plan, bonus plan nor shall it entitle CONSULTANT or any of CONSULTANT's employees to fringe benefits, employment, income or tax payments which may be assessed in connection with payments to CONSULTANT other than under the terms of this Agreement. Specifically, CONSULTANT acknowledges and agrees that CONSULTANT shall not be entitled to any benefits offered to TRIBE's employees including vacation or sick leave, participation in any pension, profit-sharing, salary continuation, disability insurance, hospitalization, major medical insurance, medical reimbursement or life insurance plan or any other benefit established by TRIBE for its employees.

10. SUBCONTRACTING

CONSULTANT shall not subcontract with, or retain an independent consultant, subconsultant or consultant to perform any portion of this Agreement without the prior written consent of TRIBE. CONSULTANT shall not engage or utilize the services of any subconsultants to perform any services hereunder unless said subconsultants have executed an agreement agreeing to be fully bound by the terms and conditions of this Agreement. The parties hereto understand, acknowledge and agree that TRIBE, in its sole discretion may require CONSULTANT to submit all required documentation and information necessary for CONSULTANT to qualify as an approved tribal vendor, and may further require that CONSULTANT submit to and successfully complete any required background investigation. CONSULTANT assumes full responsibility for the work and professional services provided by any permitted independent consultant, subconsultant or consultant authorized by TRIBE to work and provide services under this Agreement. Subject to the terms of this paragraph, TRIBE hereby consents to the retention by CONSULTANT of title abstractors and automated data retrieval firms reasonably acceptable to CONSULTANT.

11. ASSIGNMENT

Either party may transfer or assign this Agreement, or any right or obligation under it, by operation of law or otherwise upon obtaining the prior written consent of the other party which will not be unreasonably withheld or delayed. An unauthorized transfer of this Agreement will be void. In the event of any approved assignment, the assignor shall remain liable for the assignee's continuing performance. Assignor must notify assignee sixty (60) calendar days prior to the proposed assignment. A Change in Control of either party will be considered an assignment of this Agreement. CONSULTANT may not assign or delegate its interest, rights and/or obligations in this Agreement without consent to a successor in interest or an affiliate and CONSULTANT will not be released of its obligations even if the transferee assumes all of CONSULTANT's obligations in writing. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of TRIBE and CONSULTANT. Further, this Agreement shall not inure to the benefit of any trustee in insolvency, receiver or creditor of CONSULTANT, by operation of applicable state or federal law or otherwise, without the prior written consent of TRIBE.

12. ALTERATION OF SITES

CONSULTANT understands and agrees that CONSULTANT will perform no SERVICES and will cause no SERVICES to be performed that would materially alter, damage or affect the terrain, subsurface, vegetation, buildings, structures or equipment in, at, or upon the PROPERTY without the prior, express, written consent of both TRIBE and the existing owner of the PROPERTY if other than TRIBE. The terms

and conditions of this paragraph shall not apply to normal wear and tear associated with routine access to the PROPERTY reasonably necessary to perform the SERVICES, or to the work specifically requested by TRIBE through this Agreement.

13. TERMINATION

a. Termination for Convenience

TRIBE may terminate this Agreement, without cause, for any reason or for no reason prior to CONSULTANT's completion of SERVICES upon thirty (30) calendar days' prior written notice. Unless otherwise provided herein, the termination will become effective upon delivery of written notice pursuant to paragraph 14 below or on the specific termination date referenced in the written notice.

b. Termination for Default

TRIBE may terminate this Agreement in the event of CONSULTANT 's failure to make timely progress, non-performance of any material item of this Agreement, any event of default or material breach by CONSULTANT of the terms and conditions of this Agreement, or in the event of insolvency, bankruptcy or receivership of CONSULTANT, effective upon written notice pursuant to paragraph 14 below. In the event of termination by TRIBE under this subparagraph, TRIBE may contract with others for performance of the SERVICES. CONSULTANT acknowledges that the payment of any additional costs shall not relieve CONSULTANT of any other liability or obligation it may have in connection with the SERVICES.

c. Delivery of Materials

Upon receipt of notice of termination under subparagraphs 13(a) or (b) above, CONSULTANT shall immediately deliver to TRIBE all materials as defined in Paragraph 20 and 28 below, held or used by CONSULTANT in connection with the SERVICES, except those materials, if any, owned by CONSULTANT or supplied by CONSULTANT at CONSULTANT 's own cost. If, at the time of termination further sums are due CONSULTANT, CONSULTANT shall not be entitled to further sums until all materials required to be delivered to TRIBE are delivered.

d. Survival

Upon receipt of notice of termination for any reason, CONSULTANT shall promptly cease all SERVICES, except for such additional SERVICES that TRIBE may, in its discretion, request CONSULTANT to perform and complete. CONSULTANT shall perform such additional SERVICES consistent with the standard of care described in Paragraph 6 above.

14. NOTICES

All notices or other communications provided for by this Agreement shall be in writing. Notice shall be deemed properly delivered by the mailing of such notices to the parties entitled thereto, via certified mail, return receipt requested, postage prepaid, or via express delivery such as by Federal Express, UPS, or any like commercial express delivery company which provides a delivery receipt as evidence of delivery to the parties at the following addresses (or to such address designated in writing by one (1) party to the other):

TRIBE:
EMRAN RAHAMAN
DIRECTOR OF PUBLIC WORKS
SEMINOLE TRIBE OF FLORIDA
5700 GRIFFIN ROAD
DAVIE, FLORIDA 33314
PHONE: (954) 894-1060
E-MAIL: emranrahaman@semtribe.com

CONSULTANT:
CHRISTOPHER F. KUZLER. PE
MANAGING PRINCIPAL / DIRECTOR
ARDURRA GROUP, INC.
4921 MEMORIAL HWY., SUITE 300
TAMPA, FLORIDA 33634-7520
PHONE: (813) 880-8881
E-MAIL: ckuzler@ardurra.com

15. AMENDMENTS

This Agreement may be amended at any time by the written agreement of TRIBE and CONSULTANT. All amendments, modifications, changes, revisions and discharges of this Agreement shall be binding upon the parties despite any lack of separate legal consideration, as long as the same shall be in writing and executed by the parties. CONSULTANT will not endeavor to change, amend or modify the SERVICES to be provided without TRIBE's prior written consent, authorization and approval of the changes, amendments or modifications and the costs associated with such changes, amendments or modifications. Nothing contained herein will excuse the parties from obtaining Tribal Council approval by a resolution duly enacted in legal session relative to any modification or amendment requiring such approval.

16. PARTIES IN INTEREST

The parties understand, acknowledge and agree that neither party intends to confer upon any person or entity not party to this Agreement any enforceable or other right, remedy, benefit or entitlement and the parties further deny and disclaim the existence of any intended third-party beneficiary with enforceable rights of any kind in connection with this Agreement. Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any right or remedies under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over any party.

17. CONFLICT; SEVERABILITY

The provisions of this Agreement shall control any conflicts or inconsistencies between the terms hereof and any Statement of Work, unless otherwise specifically agreed in writing by the parties referencing the provisions of this Agreement being modified.

If any term, covenant, condition or provision of this Agreement, or their application to any person or circumstance, shall be declared by a court or other judicial authority, including any court claimed to be a court of competent jurisdiction be invalid, void or unenforceable, the parties shall promptly renegotiate the unenforceable or invalid terms so as to effect the intent of the Agreement, and to avoid any construction of this Agreement which will frustrate the stated purpose of this Agreement or any rights, duties or obligations created hereunder. The remaining provisions of this Agreement, or their application to any person, entity or circumstances, shall remain in full force and effect notwithstanding such declaration of unenforceability or invalidity.

18. SUBJECT HEADINGS

The subject headings of the articles, paragraphs and subparagraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit,

amplify or aid in the meaning, construction or interpretation of any of the provisions of the Agreement.

19. APPLICABLE LAWS AND REGULATIONS

This Agreement shall be governed by and construed and enforced in accordance with and subject to applicable federal, state, and tribal laws and orders including without limitation, licensing, and certification requirements, environmental laws, health and safety laws, worker health and safety laws, drug free workplace requirements, and applicable laws pertaining to labor wages, hours and other conditions of employment. CONSULTANT shall comply with any and all applicable safety and security regulations which are now in effect or hereinafter may be applicable. CONSULTANT agrees that it will at all times conduct its business in a lawful manner and in full compliance with all applicable Tribal and governmental laws, ordinances, rules and regulations. CONSULTANT acknowledges that as a sovereign tribal government, certain laws which apply to CONSULTANT may or may not apply to TRIBE and its own employees. Notwithstanding any such differences in applicable laws, CONSULTANT agrees that it will fully comply with all applicable laws relating to and governing its relationship with its own employees and agents. CONSULTANT is responsible for completion and retention of the I-9 form, required by the U.S. Citizenship and Immigration Services as part of the Immigration Reform and Control Act of 1986, on any employees of CONSULTANT.

20. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

CONSULTANT and its employees shall keep, hold and maintain, in strictest confidence all information relating or incidental to this Agreement and that which may be acquired or obtained in connection with or as a result of the SERVICES performed under this Agreement and the interaction between CONSULTANT and representatives of TRIBE. CONSULTANT acknowledges such information to be valuable property of TRIBE, which may be governed by applicable federal laws and regulations and applicable tribal ordinances and resolutions. Such information includes, but not limited to, books, reports, photographs, slides, materials, new data, boring logs, sample results, laboratory reports, calculations, estimates, documents, communications, notes, proposals, scopes of work, or materials of any kind or nature which pertain or relate in any manner to the governmental or business operations of TRIBE. CONSULTANT shall not, during the term of this Agreement or at any time thereafter, publish, communicate, divulge, disclose or utilize, in whole or in part, any confidential, proprietary or other information more particularly described in this paragraph without the prior written consent and approval of TRIBE provided by and through a resolution of its Tribal Council duly enacted in legal session, whether or not such information is designated as proprietary or confidential, but particularly under circumstances where such information is formally designated as being proprietary or confidential in nature or where through the exercise of reasonable care and the good faith consideration of all surrounding circumstances, including, but not limited to the sensitivity, importance or private and non-public nature of such information, CONSULTANT recognizes, as a part of its professional responsibility, that such information ought to be treated by CONSULTANT, in all respects, as proprietary or confidential.

Except as required by applicable law, and only after providing TRIBE with sufficient advance written notification, CONSULTANT will not meet or confer with any member of any federal, state, or local regulatory agency concerning the SERVICES provided or to be provided by CONSULTANT to TRIBE without obtaining the prior written consent of TRIBE. In addition, CONSULTANT will not discuss any matters arising out of this Agreement or out of CONSULTANT's relationship with TRIBE with members of the press or public and will not issue any press release without the prior written consent of TRIBE. In the event CONSULTANT becomes aware of a possible site condition or situation, which, if confirmed, could impose a reporting requirement of TRIBE, operator, lessee, or lessor, CONSULTANT shall promptly notify TRIBE and provide all details regarding such site and the reasons why CONSULTANT believes, in

good faith, that such site condition or situation could impose a reporting requirement on TRIBE so that TRIBE may, in its discretion initiate such action as it deems appropriate.

21. CONFLICT OF INTEREST

During the term of this Agreement and at any time thereafter, CONSULTANT shall not act as an agent, or in a liaison capacity as an officer, employee, agent or representative of any TRIBE supplier or prospective supplier nor serve in any of the foregoing capacities for any of TRIBE's clients or prospective clients without the prior written approval of TRIBE. CONSULTANT hereby warrants that no conflict of interest presently exists or is reasonably anticipated to come into existence during the term of this Agreement with respect to CONSULTANT's other service agreements or other engagement which would give rise to a conflict of interest in connection to the SERVICES to be provided by CONSULTANT. CONSULTANT agrees that CONSULTANT will promptly notify TRIBE of any situation which reasonably appears to CONSULTANT to give rise to a conflict of interest of any type during the time CONSULTANT is furnishing professional services to TRIBE under the terms and conditions of this Agreement.

22. FIELD REPRESENTATIVE

Unless CONSULTANT specifically agrees to the contrary in writing, CONSULTANT shall not be responsible for the job safety or practices of a consultant retained by any party other than CONSULTANT or its Personnel and CONSULTANT or its Personnel shall not have the right to stop the work of such Consultant. Notwithstanding the forgoing, CONSULTANT shall notify TRIBE if CONSULTANT considers the job safety or practices of a consultant retained by any party other than CONSULTANT to be unsafe or in violation of applicable law. Nothing contained herein shall excuse CONSULTANT from continuing to render professional services to TRIBE in accordance with the applicable professional standard of care set forth, identified and described in Paragraph 6 hereof.

23. INDEPENDENT CONTRACTOR

CONSULTANT acknowledges that, for all purposes pertaining to the professional services rendered and agreed to be rendered to TRIBE under the terms and conditions of this Agreement, CONSULTANT's relationship to TRIBE and all of its subordinate governmental units shall be solely as an independent contractor and not as an employee or any other capacity. As such, CONSULTANT shall have and maintain complete control over and be responsible for all of its employees and agents and operations. Neither CONSULTANT nor any employee of CONSULTANT are employees of TRIBE under the meaning or application of any applicable including, but not limited to, all applicable Federal or State unemployment or insurance laws, workers' compensation laws or any case law decided by any court of appropriate jurisdiction by any state or federal court. CONSULTANT shall assume all liabilities or obligations imposed by any one or more such applicable laws with respect to CONSULTANT's employees in the performance of this Agreement. CONSULTANT shall not have any authority to assume or create any obligations, expressed or implied, on behalf of TRIBE and CONSULTANT shall not have the authority to represent itself or any of its employees, as agents or employees of TRIBE; except as specifically set forth in this Agreement. CONSULTANT shall defend, indemnify and hold TRIBE harmless for any claim asserted against TRIBE through which any third-party claimant seeks to attempt to impute liability to TRIBE for any acts or omissions committed by CONSULTANT or any of CONSULTANT's employees or agents under the doctrine of *respondeat superior* or otherwise. In the event that such an action should be brought against TRIBE, CONSULTANT agrees to cooperate fully with TRIBE to provide all necessary information, including affidavits under oath to clarify the legal position of TRIBE in demonstrating that CONSULTANT and CONSULTANT's employees are serving solely in the capacity as an independent contractor and not as employees of TRIBE.

a. Personnel

As used herein, the term "Personnel" shall mean all officers, directors, affiliates, partners, employees, agents, independent contractors and subconsultants of either CONSULTANT or TRIBE as specified. CONSULTANT warrants that all Personnel of CONSULTANT shall comply and shall be required to comply with the terms and conditions of this Agreement, including, without limitation, the requirement of confidentiality as provided in Paragraph 20 hereof. CONSULTANT agrees that at the request of TRIBE, CONSULTANT shall require any or all of its Personnel to sign mutually agreeable agreements or statements demonstrating that CONSULTANT's employees are aware of the confidentiality provisions contained in paragraph 19 of this Agreement and that each of them will conduct themselves and abide by the confidentiality terms of this Agreement in Paragraph 20 hereof. CONSULTANT agrees that until such time as CONSULTANT has secured from each of its employees the required statement or agreement referenced in this paragraph, CONSULTANT will not permit any such employee to commence any work under the terms and conditions of this Agreement until CONSULTANT has in its possession and has made available to TRIBE the statement or agreement required by this paragraph.

b. Employees

CONSULTANT agrees that all of CONSULTANT's Personnel utilized by CONSULTANT in the performance of the SERVICES required under this Agreement shall be the agents. CONSULTANT warrants to TRIBE that all SERVICES rendered and supplied by CONSULTANT in the performance of the terms and conditions of this Agreement shall be furnished and supplied by CONSULTANT's Personnel who are careful, skilled, experienced, licensed or certified, and reasonably competent in their respective trades or professions, consistent with the standard of care set forth in Paragraph 6 hereof. CONSULTANT shall be responsible and liable for the payment of all taxes, fees, contributions, or other charges in any way applicable to CONSULTANT and CONSULTANT's business, which are specifically, solely and directly attributable to the SERVICES. CONSULTANT agrees to defend, indemnify and hold TRIBE harmless of and from any claim by any applicable state or federal authority or by any third party whatsoever in the event that TRIBE is required to defend against a claim that seeks to attribute such obligations to TRIBE.

24. REPORTS, RECORDS AND AUDITS

CONSULTANT, when directed, shall provide written reports with respect to the SERVICES rendered hereunder to the Director of the Public Works Department of TRIBE.

CONSULTANT shall maintain all costs, expense, payroll and related and financial records and accounts pertaining to SERVICES performed by CONSULTANT under this Agreement for a period of five (5) years after final payment under this Agreement or until final conclusion of any litigation or administration proceeding arising under or materially concerning this Agreement, the SERVICES or PROPERTY.

At all times material to this Agreement and the services provided or to be provided hereunder, CONSULTANT acknowledges and agrees that TRIBE shall have reasonable access to and the right to audit, copy and inspect all records contemplated by this paragraph at all mutually agreeable times during the course of the professional SERVICES provided or to be provided under this Agreement and for the five (5) year period thereafter. In the event that a mutually convenient time cannot be established for TRIBE's inspection and audit of CONSULTANT's records pertaining to this Agreement and the professional SERVICES to be provided hereunder, CONSULTANT acknowledges and agrees that TRIBE shall be entitled to conduct such audit and inspection upon three (3) prior business days' notice provided in writing

by TRIBE to CONSULTANT. The right to access, inspect, copy and audit such records shall extend for such duration as the records are maintained and are in existence. CONSULTANT acknowledges and agrees that CONSULTANT will notify TRIBE thirty (30) calendar days prior to the date on which CONSULTANT intends to destroy or otherwise dispose of the records contemplated by this subparagraph.

25. ACCESS TO PREMISES

CONSULTANT shall not have the authority to access TRIBE's PROPERTY without express consent by TRIBE's contact person listed in paragraph 14 of this Agreement during the period of performance when professional SERVICES are provided under this Agreement.

26. INSPECTION

The SERVICES performed by CONSULTANT shall, at all times, be subject to TRIBE's inspection and approval during all phases of contract performance and otherwise at reasonable intervals and at the conclusion of CONSULTANT's contractual obligations hereunder. CONSULTANT shall control and be fully responsible for the details, manner and method by which CONSULTANT and CONSULTANT's employees rendered SERVICES to TRIBE. TRIBE shall have access, at all times, to the areas where SERVICES are being performed. Inspection or lack of inspection by TRIBE shall not be deemed approval of the SERVICES or be construed to be a waiver of TRIBE's rights under this Agreement.

27. STRICT LOYALTY

To the fullest extent possible, CONSULTANT acknowledges and agrees to take such steps as are necessary to avoid a reasonable appearance that CONSULTANT or CONSULTANT's employees are in a position of divided loyalty with respect to its obligations under this Agreement.

28. TITLE TO INFORMATION AND EQUIPMENT

All information created or developed in connection with the services rendered under the terms and conditions of this Agreement, shall be the exclusive property of TRIBE. All machines, instruments and products purchased, manufactured or assembled by CONSULTANT pursuant to this Agreement and paid for by TRIBE shall be the exclusive property of TRIBE. Upon termination of this Agreement, CONSULTANT shall dispose of such items as directed by TRIBE. Nothing contained in this paragraph shall affect CONSULTANT's right and obligation to prepare and maintain payroll information for its own employees nor shall any of the terms of this paragraph operate to vest title in TRIBE to any documentation and report reasonably and customarily and developed by CONSULTANT for documenting payroll information for CONSULTANT's employees or for maintaining such internal reports of CONSULTANT as are reasonably and necessarily kept, or required to be kept, by CONSULTANT in the ordinary course of CONSULTANT's business.

The parties understand and agree that upon termination or expiration of this Agreement, CONSULTANT shall promptly deliver to TRIBE all originals of records, data, information and other documents thereof to TRIBE and such originals and all copies thereof shall be and remain the sole and exclusive property of TRIBE.

29. INDEMNIFICATION / HOLD HARMLESS

CONSULTANT hereby agrees to indemnify and hold harmless TRIBE from and against: (1) any claims and or liabilities arising from any material breach or default in the performance of CONSULTANT's obligations under the terms and conditions of this Agreement or arising from any act or omission

constituting the alleged negligence of CONSULTANT or any of CONSULTANT's employees, agents, and invitees relative to the performance of any of CONSULTANT obligations under the terms and conditions of this Agreement or with respect to any of the SERVICES which CONSULTANT is obligated to provide or render under the terms and conditions of this Agreement; and; and (2) all damages, costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim, cause of action or proceeding brought herein, except in the event such claims or liabilities are the result of negligence of TRIBE, its contractor, employees, or consultants other than CONSULTANT. In the event an action or proceeding is brought against TRIBE by reason of any such claim, CONSULTANT shall, upon written notice from TRIBE, defend the same at CONSULTANT's sole expense by counsel satisfactory to TRIBE.

TRIBE agrees that CONSULTANT's indemnification obligation pursuant to this paragraph shall not exceed Two Million Dollars and Zero Cents ($2,000,000.00) unless CONSULTANT agrees to a greater amount in writing.

With respect to any environmental claim or any liability arising from any claim based upon damage or injury to the property or the environment pursuant to this paragraph, CONSULTANT shall be liable to the extent that such liabilities arise from any act, omission or other negligence of CONSULTANT, CONSULTANT's employees or agents as well as any subconsultant(s) or other person engaged by CONSULTANT to perform any of the obligations under this Agreement.

30. INSURANCE

CONSULTANT shall procure, maintain and provide proof of insurance throughout the entire duration of this Agreement as to the following required insurance, with insurance carriers financially acceptable and lawfully authorized to do business in the states where TRIBE, conducts any business of governmental operations. Such coverage shall protect CONSULTANT against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from goods or services performed by or on behalf of CONSULTANT, its agents or representatives. CONSULTANT's insurance attached hereto as **EXHIBIT "B,"** and incorporated herein by this reference.

Minimum Scope of Insurance

CONSULTANT's insurance coverage shall include the following minimum limits and coverage. CONSULTANT is responsible for assuring that each subconsultant also carries the required minimum insurance coverage and continues such coverage in full force and effect for the duration of this Agreement. CONSULTANT shall obtain Certificates of insurance from each subconsultant prior to the subconsultant commencing work, and subject to review of TRIBE, if required:

1. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to products and completed operations and contractual liability.

2. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of CONSULTANT. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition.

3. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or

as may be available on a voluntary basis.

4. Professional Liability insurance covering wrongful acts made by or on behalf of CONSULTANT. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to TRIBE, plus an additional period of three years after such services have been rendered to TRIBE. If CONSULTANT's scope of work includes environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

Minimum Limits of Insurance

CONSULTANT shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

1. Commercial General Liability (including umbrella or excess liability): $1,000,000 per occurrence, bodily injury and property damage liability; $1,000,000 per offense, personal and advertising injury liability; $2,000,000 products and completed operations policy aggregate and $2,000,000 policy general aggregate applicable to lines other than products and completed operations.
2. Automobile Liability: $1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury by accident or disease, including $1,000,000 disease aggregate.
4. Professional Liability: $2,000,000 each occurrence and $2,000,000 in the aggregate.
5. Umbrella Liability: $2,000,000 each occurrence, $2,000,000 policy aggregate.

Deductibles and Self-insured Retentions

The funding of deductibles and self-insured retentions maintained by CONSULTANT shall be the sole responsibility of CONSULTANT. Self-insured retentions in excess of $50,000 must be declared to and approved by TRIBE.

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

1. ADDITIONAL INSURED – TRIBE must be included as an additional insured by policy endorsement under CONSULTANT's Commercial General Liability policy as respects liability arising from work or operations performed by or on behalf of CONSULTANT. CONSULTANT hereby consents and authorizes TRIBE to communicate fully with any insurance carrier furnishing insurance coverage hereunder, outside of CONSULTANT's presence.

2. WAIVERS OF SUBROGATION – CONSULTANT agrees to waive all rights by policy endorsement of subrogation against TRIBE as respects loss, damage, claims, suits or demands, howsoever caused:

    a. To real or personal property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by CONSULTANT or CONSULTANT's employees, agents or subconsultants; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by CONSULTANT. This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. CONSULTANT agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of TRIBE. CONSULTANT further agrees to hold harmless and indemnify TRIBE for any loss or expense incurred as a result of CONSULTANT's failure to obtain such waivers of subrogation from CONSULTANT's insurers.

3. NOTICE OF CANCELLATION - Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) calendar days written notice to TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by TRIBE.

Verification of Coverage

CONSULTANT shall furnish TRIBE with a certificate of insurance evidencing the required coverage prior to the delivery of services to TRIBE. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to TRIBE prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, CONSULTANT's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. CONSULTANT shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following SERVICES completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, CONSULTANT shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Agreement. This will be a condition of TRIBE's final acceptance of work or services performed or to be performed under the terms and conditions of this Agreement.

31. DISPUTE RESOLUTION

The parties to this Agreement shall make a good faith effort to settle disputes arising under the Agreement or the breach thereof; however, in the event such disputes cannot be settled by the parties' good faith efforts, the following procedure shall apply:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be subject to mediation which may be initiated by either party upon ten (10) days written notice to the other party. All mediation proceedings shall be held at the Administrative Offices of the Seminole Tribe of Florida within the confines of Broward County in the State of Florida. Selection of mediator shall be subject to mutual agreement of the parties. In the alternative, the mediator shall be selected by a neutral third party.

The parties and the mediator shall maintain strict confidentiality with respect to any mediation proceeding. Nothing that transpires during the mediation proceeding is intended in any way to affect the rights or prejudice the position of any of the parties to the dispute in any later litigation or proceeding. The mediator is authorized to end the mediation whenever further efforts at mediation would not contribute to a solution of the dispute between the parties. A written report of the mediation process will not be prepared by the mediator. There shall be no record, electronic or otherwise, of the mediation proceeding. Mediator's fee or time charge rate will be established at the time of selection or appointment. The expenses of witnesses for either side shall be paid by the party providing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the expenses of any witness, or the cost of any proofs or expert advice produced at the direct request of the mediator, shall be shared equally by the parties unless they agree otherwise. Neither party shall institute litigation while the mediation proceeding is pending; however, a party may withdraw at any time from the mediation proceeding. Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of which shall be maintained in strict confidentiality. The mediation proceeding shall be deemed terminated if, and when: (a) the parties have not executed a written settlement agreement within forty-five (45) days following conclusion of the mediation formal meeting (which deadline may be extended by mutual agreement), or (b) either party serves on the other party and on the mediator a written notice of withdrawal from the proceeding. The mediator shall apply all applicable laws in conducting the mediation proceedings, and in assessing the respective positions of each party to the mediation in an effort to bring about a voluntary resolution of the dispute. Nothing contained herein is intended to constitute consent on the part of TRIBE or CONSULTANT to participate in any legal proceeding regarding any claim, controversy or dispute arising out of relating to this agreement or to any alleged breach thereof and nothing contained herein shall be construed as consent on the part of either TRIBE or CONSULTANT to submit to the jurisdiction of any tribunal for that purpose.

Nothing in this Agreement shall be deemed or construed on the part of TRIBE or CONSULTANT as an intent or obligation to arbitrate any matter or dispute whatsoever, nor shall this Agreement, or any part of this Agreement, be read or interpreted as a consent to suit or a submission to the jurisdiction of any court by either party.

It is understood and agreed that, by executing this Agreement, the Seminole Tribe of Florida does not waive, limit, or modify its sovereignty or its sovereign immunity from suit or the assertion of any claim against it in any court or tribunal whatsoever arising under this Agreement.

32. ENTIRE AGREEMENT AND WAIVER

This Agreement, together with any valid Statement of Work, contains the entire agreement of the parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement. No representations, warranties, covenants, or conditions, expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any terms, provisions, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver and accepted and agreed to by both parties and signed in the form and manner set forth below.

33. ATTACHMENT AND EXHIBITS

All exhibits and attachments referenced in, attached to, and made a part of this Agreement are deemed incorporated in this Agreement by reference, whether or not the same are actually attached.

Exhibit A Rate Sheet

Exhibit B	Insurance
Exhibit C	Scope of Work
Attachment A	Statement of Work Form, and any Statement of Work approved in the future and incorporated into this Agreement in accordance with the terms of Paragraph 1 hereof.

34. FURTHER ACTS AND ASSURANCES

TRIBE and CONSULTANT hereby acknowledge and declare their expressed intention to avoid any situation which, in the absence of further acts and assurances, would frustrate the parties' intended purpose of this Agreement. Each Party agrees to perform any further acts and to execute, acknowledge and deliver any documents, which are or may be reasonably necessary to perform, implement, or carry out the terms, conditions, and underlying purpose of this Agreement within three (3) business days prior written notice from the other party.

35. COMPLIANCE RESPONSIBILITY

Any applicable laws, regulations, or the requirements of any grant or similar funding source, or pass-through agreement, if any, through which funds are provided for this Agreement are incorporated herein by reference as if fully stated herein, which may include but not be limited to, procurement, receipt, and payment for goods and services policies and procedures, and other certifications and assurances. By entering into this Agreement, CONSULTANT acknowledges and represents that it has sufficiently familiarized itself with all such laws, regulations or other requirements, and fully understands its responsibility to comply with the same, and to require that CONSULTANT, CONSULTANT's employees, subconsultants, material suppliers, or other sub-recipients are required comply with the same. CONSULTANT further acknowledges that TRIBE may have responsibility to ensure that CONSULTANT fully complies with such laws, regulations, or other requirements, by monitoring its compliance through an ongoing review of CONSULTANT's books and records relating to this Agreement, and CONSULTANT further agrees that CONSULTANT and its employees will fully comply with this requirement and cooperate fully with TRIBE and its representatives in providing such books, records and other information as is necessary for TRIBE to fulfill its compliance responsibilities.

36. HISTORICAL, ARCHEOLOGICAL AND HAZARDOUS SITES

CONSULTANT acknowledges that if historic properties, archeological resources, human remains, or other cultural items not previously reported to CONSULTANT are encountered during any activity associated with this Agreement, all activity in the immediate vicinity of the historic properties, archeological resources, human remains, or other cultural items will cease and CONSULTANT will contact the Land Use Coordinator at (954) 966-6300 extension 11103 and the Tribal Historic Preservation Office at (863) 983-6549 extension 12262 to determine how to proceed and appropriate disposition of the same.

CONSULTANT warrants and represents that it is familiar with the physical characteristics of the site of the Project and has familiarized itself with existing conditions at such site and the character of the operations to be carried on under the Agreement and that it fully understands the facilities, difficulties and restrictions attendant to the execution of the Services under this Agreement. CONSULTANT further acknowledges that it is familiar with the requirements of the various governmental agencies, departments, and bureaus having jurisdiction, and from its own investigations has satisfied itself as to the nature and location of the Services, the general and local conditions, and all matters which may in any way affect or may affect the Services or its performance. It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to a hazardous environmental condition. In the event

CONSULTANT or any other individual or entity encounters a hazardous environmental condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until TRIBE: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (ii) warrants that the Project site is in full compliance with applicable environmental laws and regulations. As used herein, a "hazardous environmental condition" means the presence at the Project site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with provision of the Services or construction activity to be conducted on the site.

37. EXECUTION IN COUNTERPART AND BEST EVIDENCE OF AGREEMENT

The parties understand, acknowledge and agree that this Agreement may be executed in counterpart originals so long as all counterpart signature pages are integrated into one complete Agreement.

In the event that the execution of this Agreement is in counterparts, each party authorizes representatives of TRIBE to integrate the signature and notarial pages, if any, for TRIBE and for CONSULTANT to be attached to the remaining numbered paragraphs of the Agreement and a copy of each of the Exhibits to this Agreement. A copy of the fully integrated Agreement or a duplicate original of this Agreement or a genuine copy thereof, as applicable, shall be provided by TRIBE to CONSULTANT after the same is assembled to contain the original signature pages of each party.

38. TIME OF PERFORMANCE; ACTS OF GOD AND FORCE MAJEURE

Unless otherwise stated herein, time is of the essence for the performance of all obligations under the terms and conditions of this Agreement; provided, however, that neither TRIBE nor CONSULTANT shall be liable for failure to perform their respective obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), or a Force Majeure such as war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither an Act of God nor a Force Majeure shall, itself, shall be grounds to terminate this Agreement.

If TRIBE or CONSULTANT asserts Force Majeure as an excuse for failure to perform any of their respective obligations under this Agreement, the nonperforming party must prove, in the absence of a written stipulation between the parties, that the nonperforming party took reasonable steps to minimize delay and to mitigate damages caused by foreseeable events, and that the nonperforming party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described herein as a Force Majeure.

39. VENUE

The venue for any litigation brought under this agreement shall be in Broward County, Florida.

40. ATTORNEYS' FEES

The prevailing party in any litigation brought under this Agreement shall be entitled to reimbursement from the other of all reasonable costs incurred in connection therewith, including attorneys' fees, all pre-trial, appellate, post-judgment, bankruptcy and other proceedings. The right to recover attorneys' fees shall

also include any attorneys' fees incurred in establishing the amount of such fees.

41. WAIVER OF JURY TRIAL

EACH OF THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN OR AMONG THEM, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, ALL TO THE EXTENT BASED ON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the respective dates set forth below at Hollywood Seminole Indian Reservation, Broward County, Florida.

TRIBE:
SEMINOLE TRIBE OF FLORIDA

By: _____
Name: Peter Hahn
Title: Treasurer
Date: 11/28/2023

By: _____
Name: Derek Koger, MPA
Title: Executive Director of Tribal Community Development
Date: 10/31/2023

CONSULTANT:
ARDURRA GROUP, INC.

By: _____
Name: Christopher Kuzler
Title: Managing Principal / Director
Date: 10/30/23

EXHIBIT A - RATE SHEET

Average billing rate per hour for the following positions. If Vendor is selected, rates may be subject to negotiation.
Do not modify or add category/position titles.

Category/Position	Average Billing Rate/Hour
Principal	$265
Project Manager (Senior)	$225
Engineer (Senior)	$210
Engineer (Mid-Level)	$150
Engineer (Junior)	$130
Design Technician	$98
Clerical	$85

Firm Name: Ardurra Group, Inc.

Signature:

Print Name: Franklin Torrealba

Title: Principal

Date March 17, 2023

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2023

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company A(XV) — 20508 INSURER B : National Fire Insurance Company of Hartford A(XV) — 20478 INSURER C : Continental Insurance Company A(XV) — 35289 INSURER D : National Fire & Marine Insurance Company — 20079 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			6075640222	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6075640236	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			6075640270	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6075640267	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			42-EPP-306878-05	1/1/2023	1/1/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ #17-2023, TRIBAL-WIDE PROFESSIONAL ENGINEERING SERVICES

Seminole Tribe of Florida is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for Completed Operations as required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ARDURRA-01 KGODWIN

LOC #: 2

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
coverage sits excess over General Liability, Automobile Liability and Employers' Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

ACORD 101 (2008/01)

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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25. Unintentional Failure To Disclose Hazards
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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and spe ifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or

2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED:**

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

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c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury**, **property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Personal Property

The following is added to **Section III, Paragraph A.4.**

c. We will pay up to $500 for loss to **Personal Property** which is:

(1) Owned by an "insured"; and

(2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

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The following is added to **Section III, Paragraph A.4.**:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to Section **III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of $750 per "accident."

G. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

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d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization with whom you are required to add as and additional insured or primary and non-contributory on this policy under a written contract or agreement. You must agree to these contracts prior to the date of loss.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 6075640236
Endorsement No:
Effective Date: 01-01-2023

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ARDURRA GROUP, INC.
Endorsement Effective Date: 01/01/2023

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CNA



CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020005120959950514755



Policy No: 6075640267
Endorsement No: 05
Effective Date: 01/01/2023

Insured Name:

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CNA



CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020005120959950514755



Policy No: 6075640270
Endorsement No: 05
Effective Date: 01/01/2023

Insured Name:

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Berkshire Hathaway
Specialty Insurance

ENDORSEMENT 13

This endorsement, effective 12:01AM: **January 1, 2023**
Forms a part of Policy No.: **42-EPP-306878-05**
Issued to: **Ardurra Group, Inc.**
By: **National Fire & Marine Insurance Company**

NOTICE OF CANCELLATION LIMITED TO EMAIL NOTIFICATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROFESSIONAL FIRST - ARCHITECTS, ENGINEERS & CONSULTANTS PROFESSIONAL LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that:

1. In the event this policy is cancelled by the **Insurer** or by the **Named Insured** prior to the expiration date as shown on the Declarations, a thirty (30) day notice of such cancellation will be provided if the **Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is cancelled and has provided the following either directly or indirectly through its broker of record:

   a. The name of the entity shown on the certificate; and
   b. A contact at such entity and the email address of such entity where notification may be sent.

   This provision does not apply if the cancellation is due to nonpayment of premium to the **Insurer** or to a finance company authorized to cancel the Policy.

2. It is understood and agreed that in the event this policy is cancelled by the **Insurer** for nonpayment of premium, a ten (10) day notice of such cancellation will be provided if the **Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is cancelled for nonpayment of premium and has provided the following either directly or indirectly through its broker of record:

   a. The name of the entity shown on the certificate; and
   b. A contact at such entity and the email address of such entity where notification may be sent.

3. Such notices of cancellation will be provided via e-mail to the certificate holders. Proof of the

Insurer emailing the notices of cancellation, using the information provided by the **Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

Such notices of cancellation are provided on an informational basis and solely to assist the **Named Insured** in meeting their contractual notice requirements to such parties. The **Insurer's** failure to provide such advance notice to the certificate of insurance holder(s) will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter, or extend any rights or obligations under this Policy and the **Insurer** shall have no liability for failure to provide the notices herein.

All other terms and conditions of this Policy remain unchanged.

General Water and Wastewater Professional Services

SCOPE OF SERVICES

Wastewater/Solid Waste

The Consultant shall perform the following professional engineering services for general wastewater facilities and infrastructure and shall include, but not be limited to, the following services as authorized by individual Task Orders for individual projects at all Seminole Indian Reservations or other restricted Tribal Trust Land and certain fee property owned or leased by the Seminole Tribe of Florida. Work under this contract may include, but not be limited to:

1. Provide technical representation for the STOF with regulatory agencies and municipalities for utility interconnections.
2. Provide research, attend meetings, and prepare presentation materials, reports and correspondences.
3. Assist in development and review of policies, procedures and ordinances, Standard Operating Procedure (SOP) Manuals, and requests for proposals for design and construction.
4. Provide planning, design, implementation, and training services for wastewater facility security, vulnerability, and risk assessments, including physical and cyber security.
5. Provide general wastewater operational and maintenance consulting services such as:
    a. Plant troubleshooting
    b. Process evaluation
    c. Process optimization
    d. Bench scale and pilot studies
    e. Wastewater system troubleshooting and hydraulic modeling.
6. Provide water and wastewater quality sampling, analyses and laboratory services.
7. Provide wastewater and solid waste design services such as:
    a. Exhibits, renderings, presentations, scale models, and similar products
    b. Conceptual and feasibility planning, studies, cost estimating, preliminary design, and design packages for improvements, replacement and demolition of wastewater treatment, collection, and pumping facilities, and solid waste facilities at each of the STOF reservations.
    c. Engineering and design support services.
8. Provide services for development of scope definition and design criteria packages for design/build projects including conceptual and preliminary design development, cost estimates, and scheduling.
9. Provide Public Education/Notification assistance.
10. Provide long and short-term planning and master planning.
11. Provide studies for current and future wastewater/solid waste demands and service areas.
12. Conduct workshops with STOF staff to facilitate STOFs' training and operation of wastewater and solid waste facilities.
13. Provide Construction Management and Inspections and/or specialty inspections.

ATTACHMENT "A"

STATEMENT OF WORK NO. __

This is a STATEMENT OF WORK ("SOW") issued pursuant to the Master Service Agreement ("Agreement") entered into by and between the Seminole Tribe of Florida ("TRIBE") and Ardurra Group, Inc. ("CONSULTANT") with an Effective Date of _____, and shall be governed by and subject to all terms and conditions of that Agreement.

The Services to be provided under this SOW and fees associated therewith are detailed in

Project/Task Name: _____

Project Number (if applicable): _____

Created by CONSULTANT on: _____

which is attached hereto, marked as Exhibit "A", and incorporated herein by this reference.

Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the Agreement. This SOW incorporates by reference and is subject to all terms and conditions of the Agreement. This SOW may be signed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed one and the same document. In the event of any conflict, the order of precedence of which terms and conditions shall control will be as follows: (1) the Agreement, (2) this SOW.

TRIBE:
SEMINOLE TRIBE OF FLORIDA

By: _____

Name: Peter Hahn

Title: Treasurer

Date: _____

By: _____

Name: Derek Koger, MPA

Title: Executive Director of Tribal Community Development

Date: _____

CONSULTANT:
ARDURRA GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OPA-LOCKA AGREEMENT FOR LEAD AND COPPER RULE (LCR) FEDERAL COMPLIANCE ASSISTANCE SERVICES

(Lead and Copper Rule (LCR) Federal Compliance Assistance Services Piggyback Competitive Award)

This Agreement is made this ___day of _____, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the **"City"),** and Ardurra Group, Inc whose address is 1000 N.W. 57th Court, Suite 800 Miami, FL 33126 (the **"Contractor").**

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Lead and Copper Rule (LCR) Federal Compliance Assistance services (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between the Seminole Tribe of Florida and the Contractor, as set forth in the Seminole Tribe of Florida Request for Qualifications (RFQ) #17-2023 ("the RFQ"); and

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

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

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through November 28, 2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Technical and Grant Administration Services in accordance with the City's requirements as set forth in Composite Exhibit “A” attached hereto which includes the Standard Contract between the Seminole Tribe of Florida and the Contractor dated on or about November 28, 2023 (the "Seminole Tribe of Florida Agreement"), attached hereto and incorporated herein as Composite Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Seminole Tribe of Florida Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents up to an amount not to exceed Ninety-Eight Thousand One Hundred Eighty Dollars ($98,180.00).If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative and approved by the City Commission before providing any such services. For these purposes, Airia Austin, as Department of Public Works Director, shall be the City Representative and may be reached at 305-953-2868 Ext 1450.

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

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

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

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

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

For City: Darvin Williams, City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Ernesto Aguilar, President
Ardurra Group, Inc
1000 N.W. 57th Court, Suite 800
Miami, FL 33126

Copy To: CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

Section 7. E-verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/ enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, FS, the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term

of this Agreement.

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

CITY: City of Opa-Locka

By:_____ Date:_____
Darvin Williams, City Manager

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

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

By:_____
Joanna Flores, City Clerk

CONTRACTOR:
Ardurra Group, Inc

By: _____ Witness:_____

_____ _____
PRINT NAME

Date:_____

_____
TITLE

Date:_____

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR BUS BENCHES / SHELTERS AND TRASH RECEPTACLE, ADVERTISING AND MAINTENANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to enhance the commuter experience within the city limits of Opa-locka, it is recommended to upgrade public transportation facilities. Currently, sixty-four (64) bus stops in the City of Opa-Locka ("City") lack benches and shelters. Additionally, the city owns ten shelters that require repairs and upgrades

WHEREAS, the City initially purchased its current shelters using funds from the American Recovery and Reinvestment Act (ARRA) grant provided by Miami-Dade County. These shelters are required to remain in service for nineteen (19) years, or the City will have to repay the prorated value. Following the expiration of the last contract for these services, there was asystematic removal of benches and trash receptacles. City staff have since taken over the responsibility of maintaining the bus shelters and deploying trash receptacles; and

WHEREAS, the City of Opa-Locka desires to issue a Request for Proposals ("RFP") for Bus Benches/Shelters and Trash Receptacle Advertising with Maintenance Program; and

WHEREAS, this Request for Proposal (RFP) aims to engage the most responsive and responsible bidder to deploy benches and shelters where real estate permits, ensuring compliance with Americans with Disabilities Act (ADA) requirements; and

WHEREAS, the selected firm will be responsible for providing expertise and services for transit bus bench / shelter and trash receptacle advertising, including installation, removal, maintenance and advertising at specified locations throughout the City of Opa-Locka. The bus benches will be located exclusively at designated and signed bus/transit stop locations within the City; and

WHEREAS, to ensure broad coverage and attract a wide range of bidders, up to Nine Hundred Dollars ($900.00) shall be allocated for advertising the solicitation through publications; and

WHEREAS, the City Commission authorizes the City Manager to issue an RFP for Bus Benches / Shelters and Trash Receptacle Advertising and Maintenance services.

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 Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to issue the Request for Proposals (RFP), attached hereto as Exhibit "A", for qualified and experienced firms to provide a program for Bus Benches/Shelters and Trash Receptacles, Advertising and Maintenance and further authorizes the spending of up to Nine Hundred Dollars ($900.00) 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 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)

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City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**	DocuSigned by:		
City Manager:	Darvin E. Williams			**CM Signature**	C46C07C1E8DE492...		
Commission Meeting Date:	09-11-2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
					X		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

A resolution authorizing the City Manager to issue an RFP for the installation of bus benches, shelters and trash receptacles.

Staff Summary:

Issue / Recommendation:

To enhance the commuter experience within the city limits of Opa-locka, it is recommended to upgrade public transportation facilities. Currently, 64 bus stops in the city lack benches and shelters. Additionally, the city owns ten shelters that require repairs and upgrades.

History:

The city initially purchased its current shelters using funds from the American Recovery and Reinvestment Act (ARRA) grant provided by Miami-Dade County. These shelters are required to remain in service for 19 years, or the city will have to repay the prorated value. Following the

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expiration of the last contract for these services, there was a systematic removal of benches and trash receptacles. City staff have since taken over the responsibility of maintaining the bus shelters and deploying trash receptacles.

RFP Proposal:
This Request for Proposal (RFP) aims to engage the most responsive and responsible bidder to deploy benches and shelters where real estate permits, ensuring compliance with ADA requirements.

Financial Impact:
The primary expense associated with this initiative is potential advertising costs. To ensure broad coverage and attract a wide range of bidders, up to $900 may be spent on advertising through publications. These costs will be charged to the Non-Department Division under "Other Advertising" (19-515491), which has a budget of $35,000 and a current balance of $23,059.

Proposed Action:

Staff recommends the City Commission authorize the City Manager to issue an RFP for the installation of bus benches, shelters and trash receptacles.

Attachment:

Draft RFP
Bus Shelter Map Locations

CITY OF OPA-LOCKA

RFP NO: 24-
REQUEST FOR PROPOSAL (RFP)
BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH MAINTENANCE PROGRAM

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ADVERTISEMENT

RFP 24-TBA

BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH MAINTENANCE PROGRAM

The sealed proposal for Bus Benches/ Shelters and Trash Receptacle Advertising with Maintenance Program 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 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the proposal must be received by 2:00 p.m. ET on the due date. In addition, the proposal may be submitted via www.demandstar.com (e-bid) by 2:00 p.m. ET. 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 Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance Program.**

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: 24TBA** requirements.

Joanna Flores
City Clerk

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance Program. These services must be efficient, and economical, and adhere to industry standards and best practices.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail. However, it is the 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. ET 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. 24- Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance Program**

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 ensure 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 option 1 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 before 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. The City's Procurement Officer 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 as a written addendum. The City may post written addenda on its website 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 Procurement Officer 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 other proposals.

1-8. Contractual Agreement: This RFP and Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County 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 Proposer 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**.**

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 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.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that 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 $35,000) 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 it has 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 may 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 within at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City determines that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

CONE OF SILENCE

This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-Locka's Code of Ordinances. A cone of silence shall be applicable to all city staff, the mayor and city commission and its staff, the city attorney and his/ her staff, the city clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

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 "RFP No: Bid Questions"
Response to Questions	TBA @ 5:00pm
Due Date/Bid Opening	TBA @ 2:00 pm
1st Evaluation Committee Meeting	TBA
Award Recommendation	TBA
Commission Approval	TBA
Post Award	TBA

PART II
SCOPE OF SERVICES

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka seeks proposals from qualified professional firms with expertise to provide transit bus bench / shelter and trash receptacle advertising, including provision, installation, removal, maintenance and advertising at specified locations throughout the City of Opa-locka. The bus benches will be located exclusively at designated and signed bus/transit stop locations.

Bus Benches:

The contractor shall have the exclusive right to construct, erect, install, and maintain self-standing public bus benches (excludes bus shelter benches) at no cost to the City, and to place such benches at locations within the public right-of-way within the City of Opa-locka.

BENCH DESIGNS

As part of the proposal package, Proposers will include color photographs of the benches being offered. The benches shall be designed and manufactured in a manner and with materials that are consistent with proposed shelters to ensure a uniform appearance.

- Bench shall be surface mounted, with provision for leveling on sloped pad using lag bolts to secure to adjustable shoes.

- The style of bench shall match with the style of the shelter. Exposed hardware shall be anti-graffiti, vandal resistant and secured.

- The design and materials shall be low-maintenance and shall discourage the incidents of and reduce the impacts of marring and graffiti.

- Material used should provide protection from color fading, solar degradation and discoloration using cleaning products throughout length of warranty period. Specifications for cleaning products and graffiti removing chemicals that will not harm the paint or materials should be included in proposal.

- Benches to be finished in matching powder coat finish with the aesthetics of the shelter. All mounting hardware shall be corrosion resistant. Each bench must include instructions, individual hardware, labeled and numbered for each shelter

Bus Shelters:

The contractor shall have the exclusive right to advertise on the City's existing bus shelters located within the City of Opa-locka.

The contractor will perform any needed repairs to the City's existing bus shelters, at the city expense. Including the replacement of missing or damaged panels, the installation of solar panels for lighting, the removal of graffiti.

The Contractor will, at its own expense, recruit, employ, train and supervise all employees necessary for the smooth and efficient operation of the services. All employees of the contractor shall be at all

times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City of Opa-locka. The contractor shall supply competent and physically capable employees, and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

SHELTER DESIGN

As part of the proposal package, the Proposer shall include color photos of the shelter(s) being offered. These photos shall be of a high quality in terms of resolution, color, and clarity so that the City's staff evaluators can easily see all features of the proposed shelter. At least five (5) different photos shall be provided of the shelter to show the shelter in a front view, a side view, a rear view, an angled view, and an aerial view showing the top of the shelter. Proposers shall also include diagrams and/or technical drawings of each proposed shelter that clearly indicates the dimensions (length, width and height), materials used, and the installation details specific to the interface with sidewalk.

The following detailed information is attached:

- The design of shelters shall be modern, timeless, of high-aesthetic value, and harmonious with the characteristics of the City's built environment.
- Shelters shall be engineered to meet or exceed all applicable wind, rain and flooding.
- Shelters shall be designed and manufactured in full compliance with local building codes.
- The design shall include opportunity for agency branding through choice of color, logo placement or other means.

Trash Receptacle

As part of the proposal package, Proposers will include color photographs of the trash receptacles being offered. The trash receptacles shall be designed in consistent styles as the proposed shelters and benches. A trash receptacle shall be placed at each shelter site on a firm or ground surface.

The receptacle should be designed to be secured to a concrete slab; UV protected hardware and weather-resistant surface coating (i.e. thermally bonded powder coating or thermoplastic coating) to provide maintenance-free maximum lifespan; Receptacles to be finished in matching powder coat finish with the aesthetics of the shelter.

All mounting hardware shall be corrosion resistant. Proposer shall provide details on materials of proposed receptacles. Exposed hardware shall be anti-graffiti, vandal resistant and secured. Material used should provide protection from color fading, solar degradation and discoloration through the use of cleaning products throughout length of warranty period. Specifications for cleaning products and graffiti removing chemicals that will not harm the paint or materials should be included in proposal. Each trash receptacle must include instructions, individual hardware, labeled and numbered for each shelter.

Advertising:

The contractor shall be authorized to provide, install and maintain, at its sole cost and expense quality, professionally designed, commercial advertising to be placed upon specified benches and shelters approved by the City. Provided, however, that advertising of tobacco, alcoholic beverages,

political campaign ads, firearms, adult bookstores, adult theaters, adult escort services and pornographic or obscene material is prohibited. The determination of objectionable, obscene or pornographic advertising shall be the right of the City whose decisions on these matters shall be final. All Ads, except where noted below, will be obtained for the sole purpose of generating revenue.

No advertising shall be displayed that contains material that is immoral, lascivious or obscene as defined in S.847.001, Florida Statutes. Moreover, the Contractor may not pay any commission(s) to any employee, outside advertising agency, or anyone else for the sale of advertising under this agreement for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.

No advertising or sign on any bus bench shall be displayed except in the area designated for advertising pursuant to the approved design diagrams.

No advertising or sign on any bus bench shall display any work; phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

Self-standing advertising Bus Benches:

Advertising displays on the self-standing bus benches may not be backlit and shall not exceed 48 inches in height from the ground. Unless approved by the City, no more than one bus bench shall be placed at a bus stop location.

Bus Shelter Advertising:

The bus shelter advertising should follow the above general allowed advertising requirement as to content of the actual advertising. The advertising shall be the size of the existing ad panel, which is 47 inches x 68.5 inches, 1mm PVC, per side to reflect the existing backlighting inside the ad panel.

LOCATION SELECTION

The contractor will pre-identify and submit to the City the locations where they find it feasible to install and/or replace bus benches and shelters to install advertising for the City's approval. The bus benches and shelters shall follow Florida Administrative Code, Chapter 14, Department of Transportation and shall meet the U.S. Department of Transportation "ADA Standards for Transportation Facilities."

Prior to the replacement of any new bus benches by the contractor within the City, the Contractor shall submit to the City a list of such proposed sites which have been selected for said benches and shall obtain the placement approval for such sites from the City and from any other governmental authority necessary to carry out such placements.

All bus bench locations must be approved by the City. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar area needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, the Contractor may locate bus benches on private property within the service area provided, however, that the Contractor secure, at its own expense, written leases,

authorizations, or grants of easements from the owners of such property as may be necessary, and provided further that such bus benches shall be subject to compliance with the provisions of the bid.

Specifications and regulations pertaining to placement in the service area, including distance from curb and intersections, as well as design and structure requirements, must adhere to all Federal, State, and local laws, ordinances, and regulations. Where rights-of-way prohibit the pouring of concrete slab to facilitate the installation of a primary bus bench, the Contractor shall install an alternate design to ensure no disruption of service, provided that such alternate design adheres to all Federal, State, and local laws, ordinances, and regulations. In addition, the color of the new benches shall match the burgundy as close as possible to the existing bus benches with the City's approval prior to installation of the new bus benches.

DESIGN

Any design proposals submitted shall include a complete set of drawings detailing the design and construction of all bus benches proposed to be placed in the service area. The City shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing.

All bus benches shall meet or exceed hurricane wind resistance building code requirements and be ADA compliant.

Contractor shall locate and design the bus benches so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

ADVERTISING BUS BENCHES INSTALLATION

The contractor shall be responsible, at contractor's expense, to remove and replace existing bus benches for the purpose of installing new advertising bus benches. The removed benches will be delivered and returned to the City to the Public Works Department only if the bench is in good condition; otherwise, they can be disposed with City approval.

RELOCATION OF BUS STOPS

In the event of change in transit stops or other transportation system designations, changes in street design or right-of-way or changes the City deems necessary for the public health, safety, welfare and convenience, the contractor, at the City's written request, shall relocate a designated bench to another location mutually agreed to by the City and the contractor. The relocation of the bus bench shall be completed within ten (10) working days of the submittal of the written request by the City. The expense in connection with such relocation shall be borne by the contractor.

MAINTENANCE OF BUS BENCHES

The contractor shall be responsible, at contractor's expense, to maintain the actual bench and bench site and surrounding area for a minimum distance of ten (10) feet from the bench to ensure that the site is free of graffiti, trash, high grass, weeds, and other rubbish. The contractor shall also be required, at contractor's expense, to maintain trash receptacles, including the removal and proper disposal of trash from within these receptacles. The contractor shall provide trash collection and disposal at a minimum two times per week, or on a more frequent basis as to prevent any overflowing

of trash. All bus benches and trash cans shall be cleaned and polished every quarter (four (4) cycles per year) and inspected for structural damage. As part of the bus bench and trash receptacle cleaning, inspection and repairs, the successful contractor is responsible, every cycle, under this bid to properly secure to the concrete (sidewalk) bus benches and trash receptacles that become loose, and to replace any damage bus bench and/or trash receptacle. Example of damage includes but it is not limited to broken/missing parts and trash receptacle damage due to fire. Re- setting of the bus benches and trash cans shall be required in case of concrete failure. Loose concrete, and anchor holes left behind due to the re-setting of the bus benches and/or trash receptacles shall be repaired by the contractor at no extra cost to the City.

Damaged bus benches and trash receptacles due to damage caused by acts of God, accidents, vandalism, etc. shall be removed within 24 hours. Such repairs shall be completed within three (3) working days of the incident being reported to and by the City, unless the required parts are on backorder. The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the bus benches that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services. It is the bidder(s) sole responsibility to select the equipment necessary to do the job meeting the required specifications.

In the event the City determines that a bench constitutes a hazard to persons or property or disrupts the public right of way, the Contractor shall remove the bench no later than twenty-four (24) hours of receipt of such notice. In the event, the Contractor fails to repair, replace, or remove the bus bench within the above-specified period, the City shall have the right to move or remove said bus bench at the expense of the Contractor.

The City reserves the right to inspect such bus benches to determine their condition. The Contractor shall replace or recondition, to the satisfaction of the City any bus bench which the City determines are no longer good or stable or serviceable condition. The style and construction of any replacement bus bench shall be the same as the bus bench replaced, unless prior City approval is received. In the event the City determines that a bus bench requires repair, replacement, or removal for the noncompliance, the Contractor shall repair, replace, or remove the same within three (3) working days of receipt of such notice.

The contractor shall be required to maintain all bus benches, shelters, and trash receptacles.

The Contractor will be responsible for any damages caused by the placement and removal of ads placed in the City's bus shelter ad panel box.

MAINTENANCE OF TRAFFIC

All maintenance work, if on the road, shall be accomplished with the vehicles facing in the same direction as the traffic. All lane closures shall have the approval of the Public Works Director or his/her designee. While performing work, the contractor will be required to provide the necessary barricade and other traffic safety control devices to protect vehicular and pedestrian traffic, workman and the work area in general. The contractor shall adhere to the Florida Department of Transportation's 2009 or latest edition of the Manual on Uniform Traffic Control Devices for maintenance work zones. To provide a safe working environment, the Contractor and his employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage etc. The contractor shall always have, at least one M.O.T. Certified person on site. Failure by

the contractor to secure the lane closure approval from the Public Works Director or his/her designee prior to commencing work will result in an immediate stop work order.

Laborers will be required to wear approved reflective vests when working in the right-of-way areas so that they are visible to motorists. Contractor shall comply with all OSHA, local, State and Federal requirements. Construction Safety Vests will be supplied by the contractor.

The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of Opa-locka prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to existing facilities, site amenities, concrete and/or asphalt surfaces, vehicles, structures, parkways, sidewalks, curbs and gutters, driveways, walls, fence, and rights-of-way.

If the work site has any pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., Contractor shall notify the Public Works Department in writing. Failure to do so shall obligate the contractor to make repairs.

EMPLOYEES

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean uniform that provides identification of both the Contractor's company and the name of the employee). Personnel must be able to always supply proper identification.

All employees of the contractor shall be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City of Opa- locka. The contractor shall supply competent and physically capable employees, and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

Contractor shall assign an "On Duty" field supervisor who speaks and reads English. Contractor shall provide the City with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

PUBLIC SERVICE BENCHES

Contractor shall provide up to ten percent of its bus benches and bus shelter for public service advertising for the City, and no fees or revenue calculation shall apply to these bus benches at the time when the public service advertising is in place. The Contractor shall provide the bench at no cost to the City with the cost of the advertising panel artwork and production paid by the City.

MONTHLY FEE PAYMENTS

Contractor shall compensate the City at the guaranteed revenue rate (per bus advertising bench and per bus shelter advertising panel) or the percentage (%) of the total advertising revenue (gross), whichever is greater.

Monthly fees shall be paid in advance on the first day of the month of each contract year; provided however, that the first payment shall be due within 30 days of execution of the contract with the City. Contractor shall submit a report with the payment to the City's Finance Director, documenting the basis of the payment and verifying its accuracy. At a minimum, each report shall detail the number and location of the shelter sites, name(s) of advertiser(s), posting dates, contracted amounts and the total advertising revenue for the previous six-month period.

RECORDS

The contractor agrees to keep complete, accurate and up-to-date records of all advertising business conducted by it under the contract, to maintain such records and to include such records as may be necessary with regular payments to the City of Opa-locka.

REMOVAL

The Contractor shall retain the right to remove any bus bench upon thirty days of notice to the City in the event Federal, State, Municipality, or other proper authority should hereafter establish any rules, regulations, or taxations which shall so restrict location, construction, maintenance, or operation of the bus bench as to substantially diminish the value of the said bus bench for advertising purposes, or in the event of "chronic vandalism."

"Chronic Vandalism" shall be defined as damage inflicted to an individual bus bench during any one-year period which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the bus bench.

Upon termination of the contract for any reason, the Contractor agrees to remove immediately all the of its bus benches and remove all shelter ad panel advertising; failing to do so within thirty days after notice to do so has been mailed by the City to the Contractor's official address, the City shall have the right to remove said bus benches and shelter advertising inside the ad panel box, and the contractor agrees to pay the City the costs for such removal and site restoration, plus the cost of storage or disposal of said benches and removal of the ad on the bus shelters.

Upon removal of any or all bus benches installed by the Contractor, all materials shall be removed from the site. The site shall be restored to the condition as it existed before installation of the bus bench, including complete restoration of any sidewalk upon which said bus bench was located.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services.

QUALITY ASSURANCE

The manufacturer shall have a minimum of five (5) years' experience in design and fabrication of transit shelters. The manufacturer shall be an Approved Fabricator.

WARRANTY

The manufacturer shall provide a Limited Lifetime Structural Warranty on shelters, benches, trash receptacles, and minimum five (5) year warranty on all other components. The manufacturer shall warranty the material finish against defects for a period of five (5) years. The manufacturer shall maintain inventory of replacement parts for ten (10) years after the delivery of shelter(s).

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in Municipal services; established reputation, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.

  Proposer's track record in providing Bus Bench services to governmental agencies as well as private entities (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be three fiscal years with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 MINIMUM SUBMISSION REQUIREMENTS

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 Proposer's 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.

3.2.4 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 the proposal to fulfill the requirements of the scope of services listed in Part II of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

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 Proposer's project team.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 The fee basis should be based on the Pricing Proposal.

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 services outlined in the RFP. 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 complete and submit as part of its Proposal all the following forms and/or documents.

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP, including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents 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 value 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 presentations 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 Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter and Evaluation Committee during presentations is intended only for the purpose of providing clarification in response to questions from the Committee.

Category	Points
Ability and Qualifications of Proposer Describe the qualifications and relevant experience of the past five (5) years of the key personnel providing the Bench Benches and Trash Receptacle Advertising with Maintenance Program as presented in the proposal. Include the qualifications and relevant experience of the firm and all sub-proposers, if any, to be used in this project. Proposers must show an understanding of the overall needs of the City for such services, as presented in the proposal, including: 1. High-quality level of services to be provided to the City. 2. Understanding of City needs. 3. Ability to convey a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully.	30

Firm Organization. 4. Experience. 5. References – provide three (3) references including contact name, title, organization, address, phone and email address for all services completed and active.	
Describe Service Maintenance and Equipment, including but not limited to: 1. Similar Bus Bench Advertising programs you have operated in the past. 2. Tell us how you would maintain bus benches in good working condition. 3. Tell us how much revenue you would return the City annually from the program. 4. Tell us how your company can financially fulfill this program to the City if chosen. 5. Tell us how the City would benefit most by choosing your company for this program.	30
Proposed Fee 1. Pricing Structure 2. Fee Schedule/Cost Proposal 3. Any other additional costs	40
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. City staff will recommend the award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

COST PROPOSAL SHEET

Please make sure that the cost proposal includes all fixed fees, deliverables, and any other related costs that may arise if the contract is awarded to the contractor. Additionally, all project management and subcontracting expenses should be detailed in the cost proposal using the provided format.

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
TOTAL	0	0

PROPOSER QUALIFICATIONS

The Proposer, 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, indicate:
   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 RFP 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.*

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 the 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. The 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 the establishment of a system of records 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 1(a) of this provision is a material representation of the fact upon which reliance was placed when making an 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. 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_____
(Name)

the _____ 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

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the attached proposal.

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signed, sealed, and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters 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 the E-Verify system to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

By entering a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of this affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs because of termination of the contract due to the Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

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

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

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Opa-Locka, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of_____, 20____

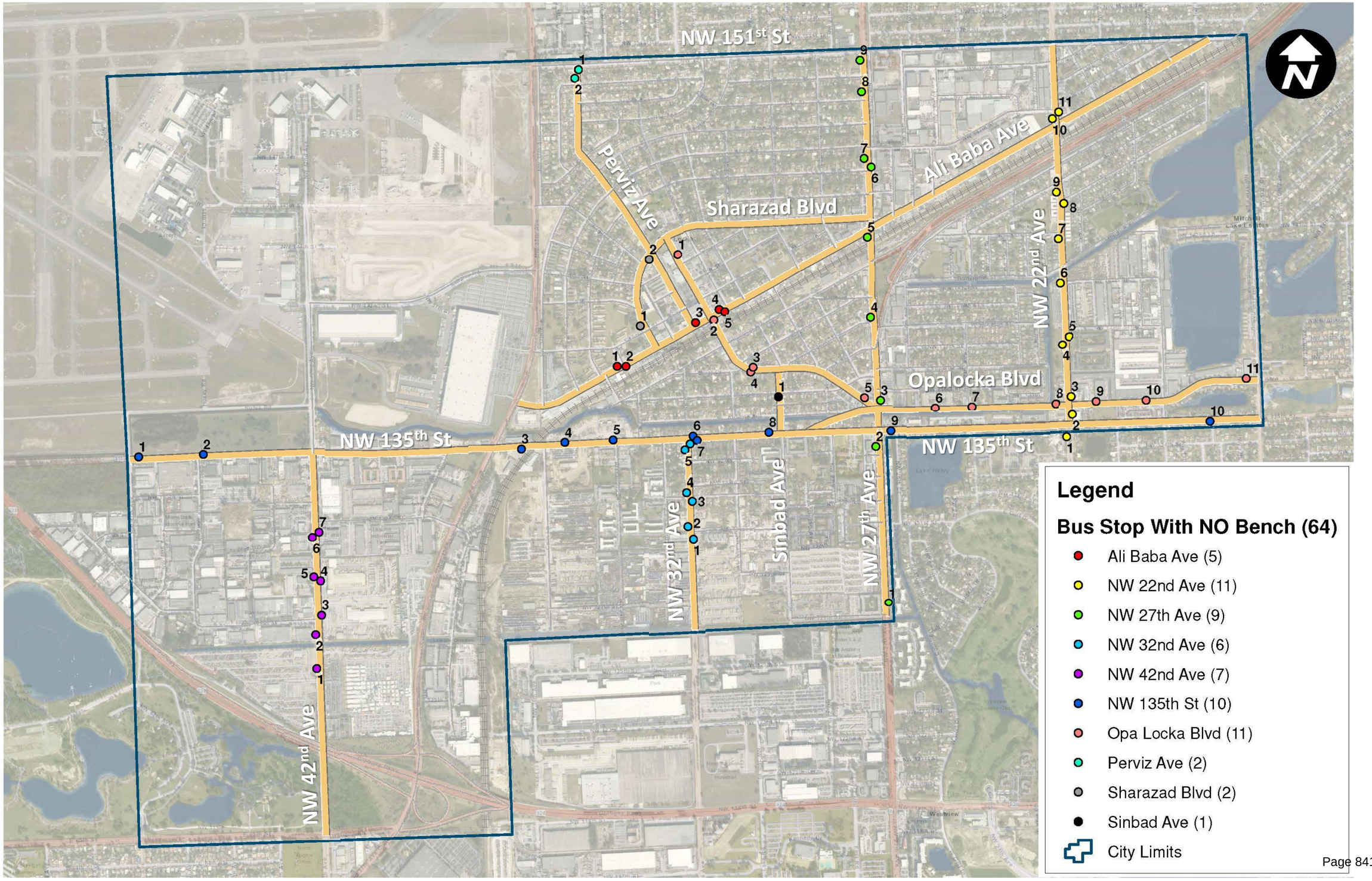
_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

CITY OF OPA-LOCKA & MIAMI DADE COUNTY

BUS STOP WITH NO BENCH



CITY OF OPA-LOCKA & MIAMI DADE COUNTY

BUS STOP WITH NO BENCH

Ali-Baba Ave. (5) 🔴











NW 135th St. (10) 🔵





















CITY OF OPA-LOCKA & MIAMI DADE COUNTY

BUS STOP WITH NO BENCH

NW 22nd Ave. (11)























CITY OF OPA-LOCKA & MIAMI DADE COUNTY

BUS STOP WITH NO BENCH

NW 27th Ave. (9)





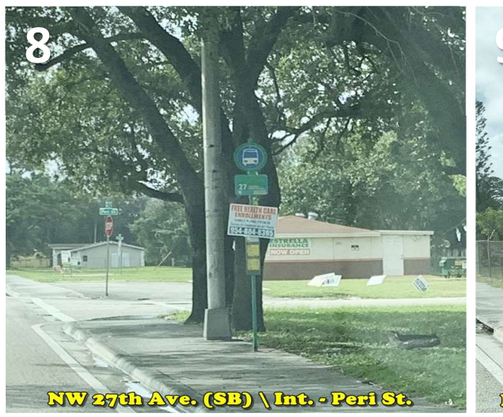














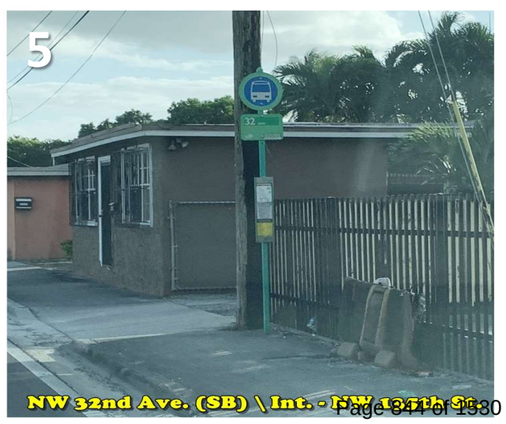
NW 32nd Ave. (6)











NW 32nd Ave. (6) (Cont'd)



NW 42nd Ave. (7)















CITY OF OPA-LOCKA & MIAMI DADE COUNTY

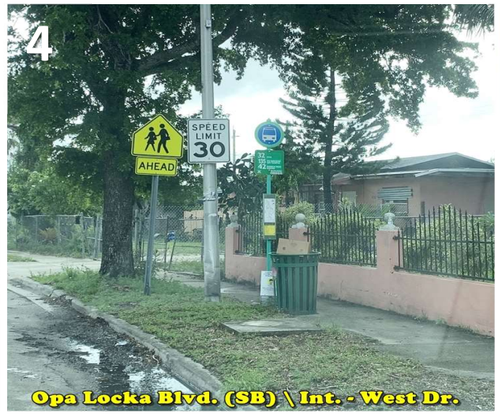
BUS STOP WITH NO BENCH

Opa-Locka Blvd (11)



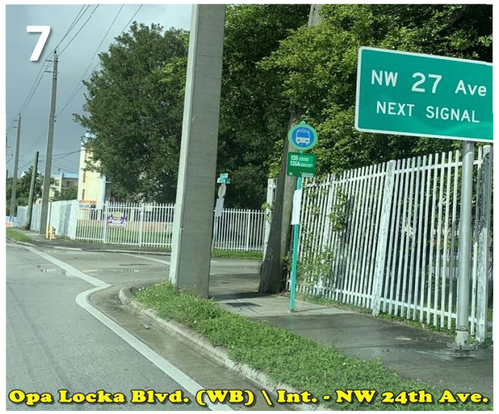












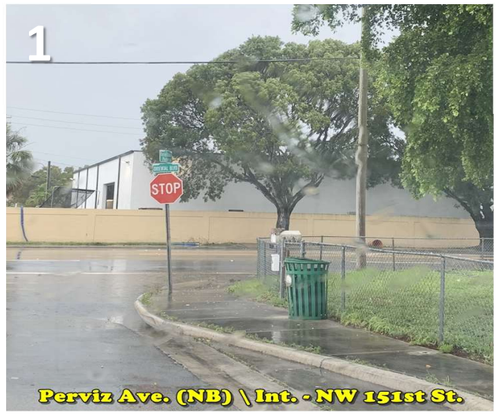








Perviz Ave. (2)





Sharazad Blvd. (2)



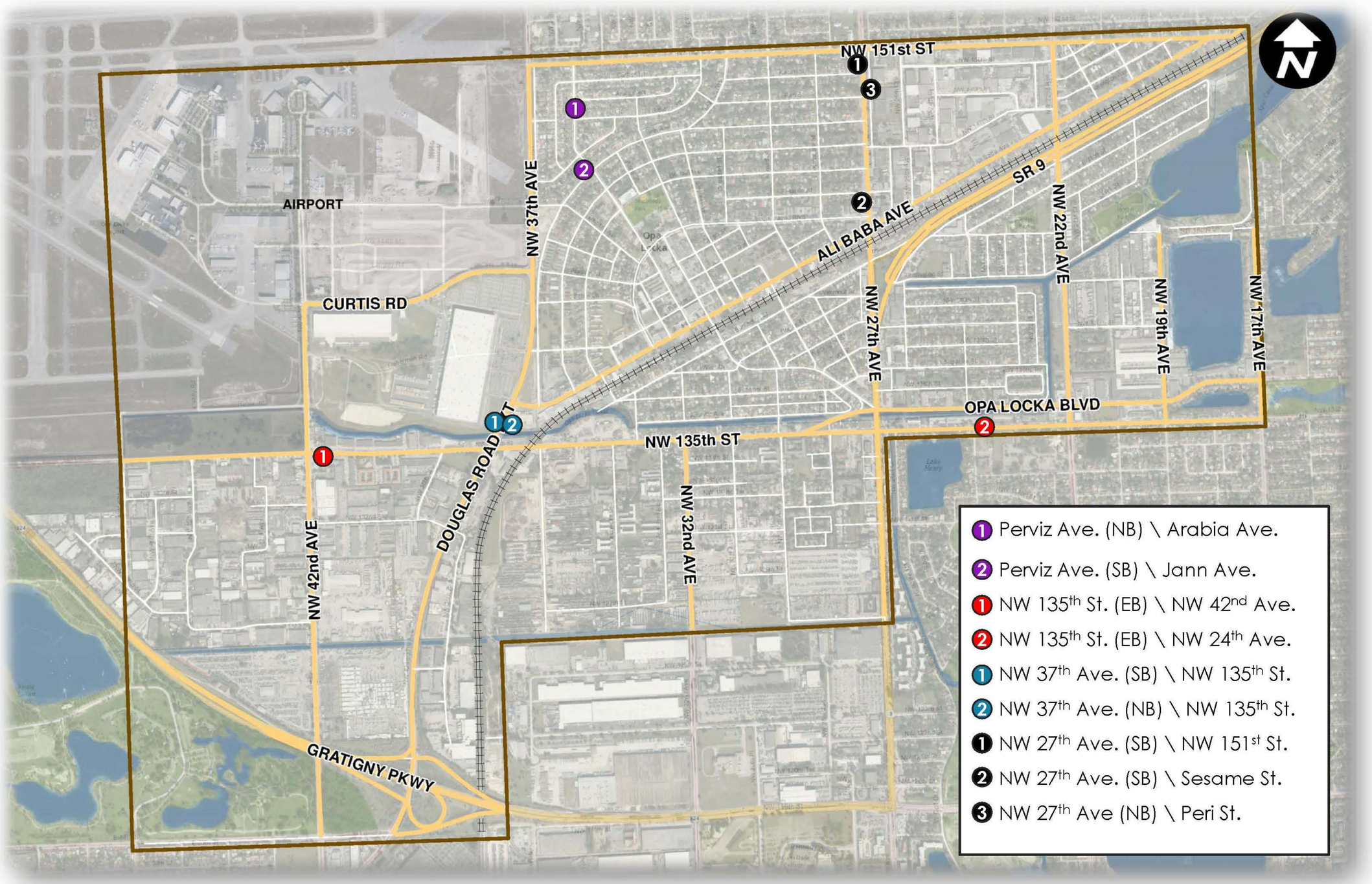


Sinbad Ave. (1)



CITY OF OPA-LOCKA & MIAMI DADE COUNTY

BUS SHELTERS 2024



CITY OF OPA-LOCKA & MIAMI DADE COUNTY

BUS SHELTERS 2024

Perviz Ave. (NB) \ Arabia Ave.



Perviz Ave. (SB) \ Jann Ave.



NW 135th St. (EB) \ NW 42nd Ave.



NW 135th St. (EB) \ NW 24th Ave.



CITY OF OPA-LOCKA & MIAMI DADE COUNTY

BUS SHELTERS 2024

NW 37th Ave. (SB) \ NW 135th St.



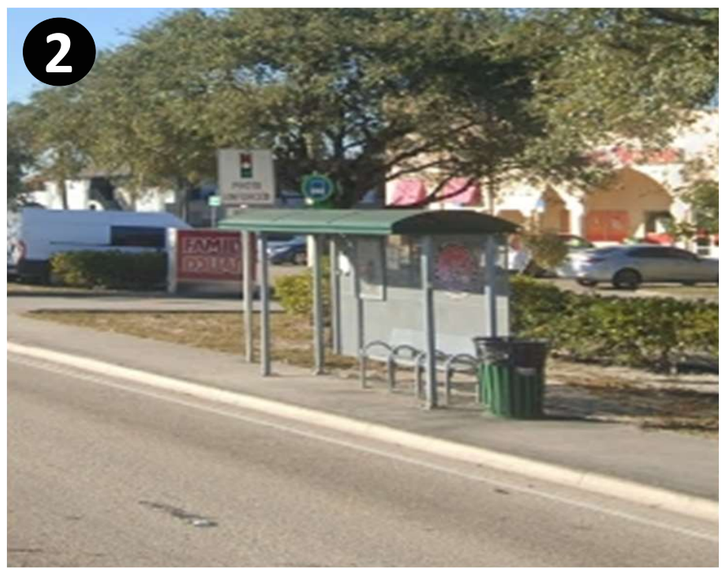
NW 37th Ave. (NB) \ NW 135th St.



NW 27th Ave. (SB) \ NW 151st St.



NW 27th Ave. (SB) \ Sesame St.



NW 27th Ave. (NB) \ Peri St.



AGREEMENT FOR BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH MAINTENANCE PROGRAM

THIS **AGREEMENT** is made and entered into to be effective on the ____day of _____, 2024, by and between the City of Opa-Locka, Florida, (hereinafter referred to as "City"}, and _____, a Florida corporation, with administrative offices at _____ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Contractor seeks an Agreement with City, pursuant to §337.408(2), Florida Statutes, authorizing the placement by it of bus benches, bus shelters and other street furniture, and the maintenance of ten bus shelters owned by the City, including installation of solar panels for illumination purposes, hereafter known collectively as "Street Furniture", along public streets and thoroughfares and other localities within the City, which serves the public convenience and necessity; and

WHEREAS, the Contractor desires to enter into a contractual agreement with City by this Agreement regarding the placement and the sale of advertising on such "Street Furniture"; and

WHEREAS, City finds that it will be in the best interest of the citizens for the placement and maintenance of "Street Furniture" on City rights-of-way.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and Agreements hereinafter set forth, it is mutually agreed and covenanted as follows, to-wit:

1. LICENSE GRANT. City does hereby grant unto the Contractor, its successors and assigns, subject to the conditions stated herein, the sole and exclusive license, privilege, and right to place "Street Furniture" along public streets and thoroughfares, and other localities which will serve the public convenience and necessity within the City. All "Street Furniture" are and shall remain the exclusive personal property of the Contractor which Contractor shall be solely responsible for their erection, safety, and maintenance. It is the express intent of City that the City's rights-of-way, which are the subject of this Agreement, are not dedicated to First Amendment activity and that by this Agreement, City is acting in its proprietary capacity to generate revenue for the City.

2. STREET FURNITURE. Unless approved by City, no more than one "Street Furniture" shall be placed at a bus stop location. All "Street Furniture" shall be placed at locations as approved by the City.

The City service area shall be defined as streets, roads, and/or highways traveled by City bus routes. "Street Furniture" shall be placed, maintained, and relocated as required by City or designated

agent and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation. The “Street Furniture” are for the convenience of the public. All “Street Furniture” shall meet the U.S. Department of Transportation "ADA Standards for Transportation Facilities".

The ten city owned shelters shall be maintained by Contractor.

3. SITE LOCATION AND APPROVAL Prior to the placement of any new “Street Furniture” by the Contractor within the City, the Contractor shall submit to the City a list of such proposed sites which have been selected for said “Street Furniture”, and shall obtain the placement approval for such sites from the City and from any other governmental authority necessary to carry out such placements.

All locations must be approved by the City or designated agent. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar areas needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, Contractor may locate “Street Furniture” on private property within the service area provided, however, that the Contractor secures, at its own expense, written leases, authorizations, or grants of easements from the owners of such property as may be necessary, and provided further that such “Street Furniture” shall be subject to compliance with the provisions of this Agreement.

4. PLACEMENT. Specifications and regulations pertaining to placement in the service area, including distance from curb and intersections, as well as design and structure requirements, must adhere to all federal, state, and local laws, ordinances, and regulations. Where rights-of-way prohibit the pouring of concrete slab to facilitate the installation of street furniture, Contractor shall install an alternate design to insure no disruption of service, provided that such alternate design adheres to all federal, state, and local laws, ordinances, and regulations. Contractor agrees to install the items set forth in Exhibit “A”, attached hereto.

No Street Furniture placed in the right of way, may unless otherwise authorized, be placed so that the angle of its long diversion in relation to the curb line is greater than forty-five degrees (45), and no Street Furniture, unless otherwise authorized, may be placed so that it is closer than eighteen inches (18) to the face of the curb.

The following safety considerations shall also apply:

A. A minimum five-foot setback from the adjacent roadway shall be maintained wherever possible.

B. A minimum three-foot sidewalk clearance shall be maintained.

C. Intersection corner. Any variance to this footage will require written approval by the City prior to the placement of any Street Furniture.

5. DESIGN. Pictures of the "Street Furniture" design are attached hereto as Exhibit B. The size, shape, configuration, and location of each and every Street Furniture is subject to prior approval by the City.. All Street Furniture shall be erected in public rights-of-way along the street frontage, other public locations for pedestrian convenience, and any other location the City deems appropriate. Any design proposals submitted hereafter shall include a complete set of drawings detailing the design and construction of any and all "Street Furniture" proposed to be placed in the service area. The City or designee shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing. Contractor may propose use of a different "Street Furniture" design, type, and construction that may be more compatible to a unique location.

All "Street Furniture" shall meet or exceed hurricane wind resistance building code requirements. Contractor shall locate and design the street furniture so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

All "Street Furniture" shall be Americans with Disabilities Act ("ADA") compliant.

To ensure Street Furniture are available for use by bus customers, the City requires the use of Street Furniture with loitering deterrent devices, designed to discourage or prevent users from occupying the Street Furniture in a prone position.

The Parties acknowledge that certain sections of the City have unique charm and character and Contractor may propose the location and use of a different Street Furniture, type and construction more compatible to those areas upon approval of the City. Contractor shall make all requests for approval to deviate from the standard Street Furniture construction and design to the City Manager or designee who will approve or reject such deviation in whole or in part at his or her sole discretion, provided, however, that the City Manager may refer any request to the City Commission for its formal approval.

6. ADVERTISEMENTS. Contractor agrees that it shall utilize the "Street Furniture" for advertising pursuant to design diagrams attached hereto. All advertising shall meet the following criteria:

A. Designated Area Only. No advertisement or sign on any "Street Furniture" shall be displayed except in the area designated for advertising pursuant to the approved design diagrams.

B. No Offensive/Objectionable Ads. No advertisement or sign on any "Street Furniture" shall be displayed which would be offensive or objectionable to the public, or which advertises competing services or products directly in front of competing businesses primarily devoted to providing such services or products. Should the City or designee, in its sole discretion, determine any

advertising on any "Street Furniture" to be indecent or vulgar, the Contractor shall remove all such advertising within twenty-four hours after the City or designee serves notice upon the Contractor requiring the removal of such advertising pursuant to this paragraph.

C. No Ad to Interfere with Traffic. No advertisement or sign on any "Street Furniture" shall display any work; phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

D. No Political/Controversial Ads. The Contractor shall be prohibited from placing any advertising with respect to political campaigns, whether the campaigns involve issues or offices, on any of the "Street Furniture". In addition, the Contractor shall not place advertising on any "Street Furniture" that takes a stand on locally controversial issues.

E. Contractor Sole Advertising Right The Contractor shall have the exclusive right and the sole privilege to place advertisements of desirable businesses upon the "Street Furniture" and to rent, license, or sell the right to use said "Street Furniture" advertising purposes.

F. Nonpublic Forum. It is the intent of the City that such "Street Furniture" at all times shall remain a nonpublic forum. There shall be no liquor, tobacco, x-rated movies, adult bookstore, massage parlor, pawn shop, tattoo parlor, firearms, or check cashing advertising of any nature whatsoever place upon such "Street Furniture".

G. Other Limitations on Ads. No advertising shall be accepted by the Contractor that is:

1. False, misleading or deceptive; or
2. Obscene, pornographic or sexually suggestive; or
3. Defamatory or scornful of a particular individual or group or persons; or
4. Inflammatory or supportive of lawlessness or violent action; or
5. Promoting alcohol, illegal drugs, firearms or tobacco products; or
6. Promoting illegal or destructive behavior.

Upon notice of such disapproval, the Contractor shall remove such advertisement. The Contractor agrees and understands it shall be totally responsible for the loss of any monies relating to such advertisement removal.

Advertising of brand liquor, cigarettes, firearms, massage parlors, adult bookstores, adult theaters, adult escort services, and nude, pornographic, erotic, obscene or objectionable matters are prohibited. No defamatory, religious, ethnic, racial, discriminatory or politically offensive advertising, nor acts of violence, criminal activity or derogatory statements against the governments of the United States, State of Florida or local government or law enforcement agencies is permitted.

The Street Furniture advertising panel shall have a solid background with lettering composed of not more than three colors, plus any logo or trademark colors. Day-glow paints or any psychedelic painting is expressly prohibited.

The advertising panel for Street Furniture shall not exceed a maximum size of twenty-four (24) inches by eighty-four (84) inches and be constructed of plywood or other suitable materials approved by the City. All advertising including any illustrations, design, arrows, characters, numbers, letters and similar markings shall appear only on the back panel of the Street Furniture and not on any other part of the Street Furniture. An artificially lighted Street Furniture-advertising panel is expressly prohibited. Contractor shall make all requests to deviate from the standard advertising panel design and construction to the City Commission, which may approve or reject such deviation in whole or in part at its sole discretion.

H. **Public Service "Street Furniture".** Contractor shall provide up to ten percent (10%) of its "Street Furniture" for public service advertising for the City or its designee, and no fees or revenue calculation shall apply to these "Street Furniture" at the time when such public service advertising is in place. The Contractor shall provide the "Street Furniture" at no cost to the City with the cost of advertising panel artwork and production paid for by the City. No guaranteed or minimum advertising fees or revenue calculation shall apply to under said circumstance. The advertisement copy shall be provided by the City or designee to Contractor with no more than one "Street Furniture" panel change per location per year. Contractor and the City or designee shall mutually agree upon the location of the public service "Street Furniture". These "Street Furnitures" are reserved for programs under the direction of and are funded by or through the City or designee, and non-profits do not qualify under this section, as a reduced rate is provided for such organizations.

7. FEE/REVENUE.

A. Schedule. The following schedule shall apply:

Guaranteed Revenue to City:

Year	Per Unit Per Month
1-5	$10
6-7	$11
8	$12
9	$13
10	$15

Guaranteed Revenue is the minimum revenue when the City participates in revenue sharing. The schedule for revenue sharing is provided herein as Exhibit "C". Units include the number of City-owned bus shelter maintained by the Contractor, and in which Contractor will place advertisements.

Individual Statements (for each respective medium) of all advertisers, respective total advertising dollars collected (for the year) for each, shall be presented by Contractor to City; along with payment of any

monies due above and beyond the guaranteed amount. Additionally, all back-up shall be kept and provided upon request.

B. **Monthly Fee Due Date.** Monthly fees shall be paid 15 days after the end of the previous month.

C. **Renewal Option Fee Schedule** This Agreement contains a one-time renewal option to for an additional five-year contract period, providing that all terms and conditions of such renewals are acceptable to both parties.

8. **MAINTENANCE.** Contractor shall maintain, repair, clean, and service all "Street Furniture". All such work shall be performed at the sole expense of the Contractor. The Contractor shall at all times maintain the aforesaid "Street Furniture" in a good and neat condition, and shall promptly remedy any defects in the maintenance or physical condition of such "Street Furniture" when it becomes aware of such defects, or when it is notified by City. "Street Furniture" and areas surrounding shall be inspected, cleaned, and any necessary repairs shall be made three times a week, or whenever notified by the City or designee that a "Street Furniture" needs cleaning or repair, whichever is sooner. Trash cans shall be serviced at each "Street Furniture" owned by Contractor and at any trash can owned by the City that is next to a "Street Furniture" at least three times per week (a fee, which will be negotiated and agreed upon will be levied if the trash can is not serviced after four hours after Contractor is notified, notifications will be received no later than one p.m. Monday - Friday), or as many times as necessary to maintain high standards of cleanliness and sanitary condition. Failure of the Contractor to remedy any defects within thirty days after receiving notice of same shall constitute a breach of this Agreement. Contractor further agrees to repair and maintain the ten (10) city owned bus benches described in Exhibit "D" to this Contract.

Contractor shall be responsible for cutting the grass within a two-foot radius around all Street Furniture. It shall also be responsible for weed and pest control in said same area; Pick up and remove all trash in the area (including on the Street Furniture); Empty and remove all trash from Street Furniture, as well from any receptacles placed at bench locations; Empty and remove recycled materials from Street Furniture; and properly clean and sanitize all Street Furniture.

Each of the above shall be performed according to a mutually agreed upon schedule between Contractor and City, and more often if Contractor reasonably requests additional maintenance.

9. **REMOVAL** The Contractor shall retain the right to remove any "Street Furniture" upon thirty days notice to the City in the event Federal, State, Municipal, or other proper authority should hereafter establish any rules, regulations, or taxations which shall so restrict location, construction, maintenance or operation of the "Street Furniture" as to substantially diminish the value of said "Street Furniture" for advertising purposes, or in the event of "chronic vandalism."

"Chronic Vandalism" shall be defined as damage inflicted to an individual "Street Furniture" during any one-year period which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the "Street Furniture".

Upon termination of this Agreement for Cause and if the 30 day cure period is not met, the Contractor agrees to remove immediately all of its "Street Furniture" and if it fails to do so within thirty days after notice has been mailed by the City to the Contractor at the address set forth in Section 20(B) of this Agreement, the City shall have the right to remove said "Street Furniture" and the Contractor agrees to pay the City the costs for such removal and site restoration, plus the cost of storage or disposal of said "Street Furniture".

Upon removal of any or all "Street Furniture" installed by the Contractor, all materials shall be removed from the site. The site shall be restored to the condition as it existed before installation of the "Street Furniture", including complete restoration of any sidewalk upon which said "Street Furniture" was located.

10. TERM. The term of this Agreement begins on the date it is last executed by the parties hereto and shall continue for a term of three (3) fiscal years, with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

11. TERMINATION.

A. Expiration of Term. This Agreement shall terminate at the end of the term of this Agreement and any applicable extension(s).

B. Termination by City. This Agreement may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City determines that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

C. Unauthorized Assignment by Contractor. The Contractor shall have the right to contract with other parties for the construction, placement, and maintenance of said benches, and for the solicitation of advertisements thereon; provided however, that the Contractor shall have no right to assign this Agreement to another party without first obtaining the written consent of City. Failure to obtain the written consent of City shall be grounds for termination of this Agreement.

D. The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City if the City determines that the Contractor is in default with regard to any provision of this contract and the default has not been cured, the City shall give notice to the Contractor and the Contractor shall have 30 days to cure the default. If the default is not cured, then the City may give notice to terminate the contract.

E. Upon receipt of the notice of termination, the Contractor shall, at Contractor's expense, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

F. Upon notice that Contractor has failed to comply with any city, county or state rule, regulation ordinance and laws.

G. The City shall pay the Contractor costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Contractor pursuant to this Agreement. The Contractor shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Contractor 's sole compensation in the event of termination of this Agreement by the City for convenience and the City shall have no other liability to the Contractor related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Contractor for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

12. **INDEMNIFICATION.** The Contractor agrees to save harmless, indemnify, and defend City and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims relating to this Agreement. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Contractor covenants and agrees to indemnify and hold the City harmless for any death of or injury to persons or damage to or loss of property, which may occur as a result of Contractor performance under this Agreement. Contractor also specifically agrees to defend the City in the event any claim is made

against the City as a result of any such death, injury or damage, and to pay all costs, judgments and fees, including attorney's fees, which may be incurred by the City as a result of such a claim. If called upon by City, Contractor shall assume and defend not only itself but also City in connection with any suit or cause of action in connection with such claim, and such defense shall be at no cost or expense whatsoever to City.

13. PUBLIC RECORDS, ACCOUNTS, AND STATEMENTS

The City of Opa-Locka is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor 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 Contractor 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.

Contractor shall keep at a location within Miami-Dade County, Florida, approved by the City, true, accurate, and complete records and accounts of all advertising sales, expenses, and other business transacted under this Agreement throughout the term of the Agreement, including the extension, and for five (5) years following the expiration or cancellation of this Agreement.

Contractor agrees to and shall give City or City's representative access to examine and audit its applicable records and accounts during reasonable business hours upon seven (7) business days notice. Contractor shall maintain such records pursuant to generally accepted accounting and auditing standards.

Within sixty (60) days after each fiscal year, Contractor shall deliver to the City a written annual financial statement pertaining to their operations under this Agreement. Said statement shall be prepared in accordance with generally accepted accounting and auditing standards and shall be certified as true, accurate and complete by Contractor, by and through an authorized independent Certified Public Accountant.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

14. QUALITY REPORTS

In addition to the requirements of Section 7(a) herein, Contractor shall submit to the City a Quarterly report within (15) business days after the end of each quarterly period of the Agreement. Each report shall contain the following:

(a) The location and date of installation of Street Furniture installed during the prior period.
(b) The Location and date of removal of any bus benches and/or removed during the prior period.
(c) A listing of all Street Furniture located within the City. The list shall include identifying numbers and locations at the end of prior quarter.
(d) Application for permission to install Street Furniture during the upcoming quarter. The form of the application to be approved by the City. No fee will be charged the Contractor.
(e) All reports and maps, including the annual financial statement, shall be sent to the Contractor's Contract Administrator. The form of the report to be developed by Contractor is subject to the prior approval of the City or City's Contract Administrator.

15. PERMITS

Contractor shall have the sole responsibility to complete all City form(s) necessary to request approval to place a bus bench or Street Furniture at a particular location. Contractor does this with the understanding that no permit fees will be charged by the City.

Contractor is responsible, at its sole cost and expense, to secure all necessary County, State and Federal licenses and permits for the installation of the benches and Street Furniture, which may be required.

16. SUPERVISION OF CONTRACTOR PERFORMANCE

The City Manager shall administer the Agreement for the City. The City Manager may delegate to other City staff all or part of the supervision of Contractor performance under this Agreement.

17. INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Personal services provided by Contractor shall be by employees of Contractor or Independent Contractors subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to goods and services rendered under this Agreement shall be those of Contractor. It is the intent of the parties that Contractor principles or senior management personnel will be available for the

entire initial contract term. Personnel of equal or higher qualifications may replace such personnel, subject to prior City Manager or designee approval, which shall not be unreasonably withheld. The City acknowledges that Contractor may subcontract all or part of its obligations under this Agreement. Substitution of subcontractors shall be done only with the prior written approval of the City Manager, which approval shall not be unreasonably withheld.

18. INSURANCE AND PERFORMANCE

At all times during the term of this Agreement, Contractor, at its sole cost and expense, shall maintain in full force and effect, public liability insurance with coverage as follows:

(a) Not less than one million dollars ($1,000,000) with two million dollars ($2,000,000) aggregate for death of or injury to, any one person in any one occurrence.
(b) Not less than one million dollars ($1,000,000) with two million dollars ($2,000,000) aggregate for death of, or injury to, two or more persons in any one occurrence.
(c) Not less than one million dollars ($1,000,000) with two million dollars ($2,000,000) aggregate property damage in any one occurrence.

Certificates of such insurance shall be delivered to City prior to the beginning of any operations under the Agreement; such policies shall name the City as additional insured and shall provide that City's Risk Manager be given at least thirty (30) days advance written notice of cancellation or material modification.

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide, pay for and maintain in force the insurance coverage set forth in this section during the term of this Agreement, and any extension thereof.

A. Comprehensive General Liability Insurance. Minimum limits of one million dollars ($1,000,000) per occurrence / $2,000,000 Aggregate combined single limit or limits as otherwise specified by the City for bodily injury damage and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

A. Premises and/or operations
B. Independent Contractors
C. Broad Form Property Damage
D. Broad Form Contractual Coverage applicable to this specific contract, including a hold harmless or indemnification agreement

The City shall be an additional insured to the extent of the work forming the subject matter of this Agreement.

B. Automobile Insurance. Automobile liability insurance with a minimum combined single limits of / $1,000,000 Aggregate for all hired, owned and non-owned vehicles. The City shall be an additional insured to the extent relevant to the subject matter of this Agreement.

C. Workers' Compensation. Florida statutory workers' compensation and employers liability required by law, with statutory limits and Employer's Liability coverage with limits not less than $100,000.

D. Installation Floater. An Installation Floater in the amount equal to 100 percent of the completed value of the structure is required when Builder's Risk Insurance is not appropriate and there are materials to be installed. Examples include air conditioning equipment, boilers, processing machinery from manufacturing plants, and similar items. The Installation Floater usually is the only satisfactory method of providing coverage for the installation of expensive equipment in an existing building. Coverage must be written on an ALL risk basis. All deductibles are the responsibility of the Contractor.

E. Owners and Contractors Protective Liability. All contractors performing work with a proposal price of more than $500,000.00 must include an Owners and Contractors Protective Liability Policy. The liability limit must be combined single limits of not less than $1,000,000. This must be indicated on an Occurrence Form.

F. Professional Liability Insurance. The architect, engineer, consultant, etc. shall procure and maintain for the life of this Contract/Agreement, Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this Contract/Project. The minimum limits of coverage shall be $1,000,000 or as otherwise specified by the City.

Professional Liability policies shall include an endorsement whereby the Contractor's engineer, architect, or other professional indemnifies and holds harmless the City of Opa-Locka and each officer, agent and employee of the City of Opa-Locka against all claims against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of Contractor's engineer, architect or other professional or anyone employed by the Contractor's engineer, architect or other professional.

G. Insurance Companies. All carriers shall be admitted to the State of Florida and shall be "A" rated with a minimum financial size category of VII, according to the A.M. Best Co. Key Rating Guide, latest edit ion. Insurance carriers shall be acceptable to the City. Certificates of insurance shall be provided to the City and shall reflect the City as an additional insured on liability coverage. The certificates shall provide for a minimum of thirty (30) days' notice of cancellation or non-renewal. This certificate notification shall not relieve the Contractor of notifying the City of any such occurrence.

19. CONFORMITY TO LAW

Contractor shall comply with all applicable laws, ordinances, regulations, and orders of Federal, State, County and municipal authorities pertaining to CITY performance under this Agreement. Contractor covenants and agrees that there will be no discrimination as to race, color, creed or national origin in Contractor performance of the Agreement.

Contractor 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. Contractor 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, Contractor 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.

Contractor'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.

Contractor shall not engage in or commit any discriminatory practice in violation of the Miami-Dade County Human Rights Act (Miami-Dade County Code) in performing any services pursuant to this Agreement.

20. GENERAL PROVISIONS. For the purposes of this Agreement, the following covenants, conditions, and terms shall be deemed general provisions of this Agreement:

a. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, floods, fires, epidemics, quarantine regulations or any other causes of any kind whatsoever which are beyond the reasonable control of that party.

Further, the City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from the public utility needed for their performance, provided that:

(a) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
(b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
(c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

(d) The non-performing party uses its best efforts to remedy its inability to perform. Not withstanding the above, performance shall not be excused for a period in excess of two (2) months, however, provided extenuating circumstances, the City may excuse performance for a longer term.

(e) Economic hardship of Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this provision of the Agreement.

b. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To Contractor:
Attention: _____
_____
_____

To City:
Attention: Darvin Williams
City Manager
780 Fisherman Street
Opa-locka, FL 33054

Copy to:
Burnadette Norris-Weeks, Esq.
401 NW 7th Avenue
Fort Lauderdale, FL 33311

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

c. **Waiver.** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained herein, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

d. **Consent** Where this Agreement calls for the consent of a party, such consent shall not be unreasonably withheld, except as expressly set forth herein.

e. **Headings.** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

f. **Gratuities.** Neither the Contractor nor any of its employees, agents and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable, the Contractor agrees to abide with such statutes.

G. Conflict of Interest The Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City. Failure to disclose a conflict of interest shall be grounds for termination of this Agreement.

H. Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Miami-Dade County and that all litigation between them in the Federal Courts shall take place in the Southern District in and for the State of Florida.

J. Interpretation. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statues or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

i. If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the Contractor shall immediately notify City and request clarification of City's interpretation of this Agreement.

ii. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

K. **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

L. **Compliance with Laws.** The Contractor shall keep fully informed regarding, and shall fully and timely comply with, all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of Federal, State, and local officials relating to the subject matter of this Agreement.

M. **Further Documents.** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

N. **Successors and Assigns.** This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto.

0. **Entire Agreement.** Each of the parties hereto agrees and represents that the Agreement comprises the full and entire Agreement among the parties relating to this matter, and no other Agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

P. **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute a single agreement.

Q. **E-verify**

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the respective dates under each signature.

CITY: CITY OF OPA-LOCKA

By:_____
Darvin Williams, City Manager

Date:_____

ATTEST:

By:

_____ (Seal)

(Seal)

_____
City Attorney, as to form

Contractor: _____

By:_____
_____**, President**

Date:_____

Witness:_____

Witness:_____

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR DRAINAGE CLEANING AND CCTV INSPECTION OF CITY MUNICIPAL STORM SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") has 31 miles of underground storm drainage mains. Due to lack of funding in recent years, this drainage system has not received the extensive ongoing maintenance necessary for the system to operate as efficiently as desired. As a result, there has been a buildup of some debris, possible unidentified main failure due to age and external forces and also root penetration of the mains, all of which impede the system from effectively conveying stormwater run-off away from City streets; and

WHEREAS, to improve the effectiveness of the City's stormwater drainage system, the City Manager recommends the City Commission authorize the City Manager to issue an RFP for services to inspect, clean and make repairs to this system; and

WHEREAS, the City desires to issue a Request for Proposal ("RFP") for Drainage Cleaning and CCTV Inspection of City Municipal Storm Sewer System; and

WHEREAS, this RFP will result in the engagement of a firm which will inspect all mains through the use of closed-circuit television (CCTV), remove all debris impeding flow, remove roots which have penetrated the mains and repair the damage caused by this intrusion and otherwise repair the mains as necessary; and

WHEREAS, it is anticipated that it will take up to four (4) years to address the entire drainage system. When the drainage system is restored to optimum effectiveness, flooding should be significantly reduced, but not eliminated, with further significant investment required to greatly eliminate flooding within the City; and

WHEREAS, the City Commission authorizes the City Manager to issue an RFP for the Drainage Cleaning and CCTV Inspection of the City Municipal Storm Sewer System and further authorizes the spending of up to Nine Hundred Dollars ($900.00) for advertising purposes, if deemed appropriate.

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 Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to issue an RFP, attached hereto as Exhibit "A", for qualified and experienced firms and further authorizes spending of up to Nine Hundred Dollars ($900.00) 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 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 immediately upon adoption and is subject to the approval of the Governor or his 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

RFP NO: 24-
REQUEST FOR PROPOSAL (RFP)
STORMWATER DRAINAGE SYSTEM CLEANING AND CCTV INSPECTION

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ADVERTISEMENT

RFP 24-TBA

STORMWATER DRAINAGE SYSTEM CLEANING AND CCTV INSPECTION

The sealed proposal for Drainage Cleaning and CCTV Inspection 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 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the proposal must be received by 2:00 p.m. ET on the due date. In addition, the proposal may be submitted via www.demandstar.com (e-bid) by 2:00 p.m. ET. 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 Drainage Cleaning and CCTV Inspection.**

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: 24TBA** requirements.

Joanna Flores
City Clerk

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Drainage Cleaning and CCTV Inspection. These services must be efficient, and economical, and adhere to industry standards and best practices.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail. However, it is the 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. ET 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. 24- Drainage Cleaning and CCTV Inspection.**

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 ensure 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 option 1 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 before 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. The City's Procurement Officer 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 as a written addendum. The City may post written addenda on its website 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 Procurement Officer 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 other proposals.

1-8. Contractual Agreement: This RFP and Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County 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 Proposer 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**.**

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 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.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4.The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that 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 $35,000) 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 it has 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 may 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 within at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City determines that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

CONE OF SILENCE

This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-Locka's Code of Ordinances. A cone of silence shall be applicable to all city staff, the mayor and city commission and its staff, the city attorney and his/ her staff, the city clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

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 "RFP No: Bid Questions"
Response to Questions	TBA @ 5:00pm
Due Date/Bid Opening	TBA @ 2:00 pm
1st Evaluation Committee Meeting	TBA
Award Recommendation	TBA
Commission Approval	TBA
Post Award	TBA

PART II
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS:

1.1. The intent of this Invitation to Bid is to provide a source for Stormwater System Cleaning using high pressure hydro-jetting, Video Inspection (CCTV) Services and stormwater system repairs. This contract will cover both scheduled cleaning and emergency, afterhours unplugging to re-establish stormwater flow. The City of Opa-locka Public Works Department shall pre-set monthly schedules and task work orders for cleaning and video services performed during normal business hours. Public Works Department shall assign stormwater jobsites needing repair and approve schedules, plans and cost proposals to complete the assigned repair jobsites.

1.2. The storm drains system cleaning and video inspection services provided shall be all- inclusive of written video reports and DVD's, jobsite mobilization and traffic control for scheduled work, labor, materials, tools, signage, equipment, and supervision. The stormwater system repair jobsites assigned shall be all-inclusive of jobsite mobilization, traffic control, labor, materials tools, signage, equipment, supervision, and any required plans, sketches and cost proposals.

1.3. The primary user of this contract will be City of Opa-locka Public Works Department – which is responsible for the City's stormwater infrastructure maintenance. Other departments may also use this contract periodically.

1.4. The Contractor, upon request from the Public Works Department, shall perform hydro- jetting and vacuuming of material from storm drainpipes and structures. Mechanical cleaning may be required on pipes and structures designated by the Public Works Department as needing heavy cleaning (50 to 100% blocked). Excavation of culvert and pipe entrance/exit ditches that may require haul-off of excess material is also included.

1.5. Normal business hour service shall be provided to the City between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding City holidays. Service calls performed outside these time parameters shall be considered afterhours, emergency work. The Contractor shall be notified by the Public Works Department as to any emergency site of the storm drain system. The Contractor shall respond within two (2) hours on-site after receiving the service call for an afterhours/emergency jobsite. A 24-hour call center will be required from the Contractor.

1.6. The Contractor shall adhere to the bounds as set forth in all rights-of-way and easements unless prior written approval of the current property owner is obtained and submitted to the Public Works Department for approval. A standardized right-of-entry form will be used.

1.7. The hydro-jetting and video inspection equipment shall be truck mounted for roadway work and smaller easement units will be used for easy access to various locations within City.

1.8. Sonar equipment for the location of buried junctions is part of this scope of services. The Contractor shall also have the capacity to uncover and raise pre-cast concrete and masonry boxes to grade level. Also, hydro-excavation may be required on some jobsites.

1.9. The stormwater drainage system repair items are all installed costs for each item or operation per the *Florida Department of Transportation (FDOT) Standard Specifications.*

2. CHNICAL SPECIFICATIONS:

2.1. Hydro-jet Cleaning Equipment and Standards.

2.2. Equipment Types. At least one unit shall be a truck mounted heavy-duty unit and at least one unit of smaller easement type equipment for the hydro-jet cleaning of storm drains will be made available to service this contract.

2.3. Equipment Capacity. The heavy-duty hydro-jet cleaning equipment shall be capable of 2000 psi min to 4000 psi max and up to 100 gallons per minute of water flow at the nozzle.

2.4. Hoses. Hose sizes shall range from 3/16-inch to 24-inches in diameter to accommodate the various storm drainpipe diameters.

2.5. Vacuum Fan. Vacuum shall be a twenty-seven (27) inch fan (or equivalent) configuration due to the required removal of large material from storm drains.

2.6. Flow Nozzles. Guided flow nozzles and cutting nozzles shall be used that can cut through tree roots, concrete, grease, mortar, sand, gravel, dirt, sludge and debris and shall protect the integrity of the storm drainpipe.

2.7. Water Tanks and Supply. The water tank shall be capable of a carrying capacity of 1500 gallons and a debris box with a minimum capacity of 6 cubic yards. The Contractor is responsible for supply and cost of water.

2.8. Heavy Cleaning. Heavy cleaning (mechanical cleaning) may be required on all 50% to 100% full structures and storm drain lines prior to the final hydro-jet treatment.

2.9. Storm Drain Cleaning. Drain Cleaning and clearing shall consist of clearing a stoppage and then going back and forth through the stoppage area as well as the entire line being cleaned. This will ready the storm drain for CCTV inspection equipment by exposing the full pipe circumference. All solids shall be removed at the downstream structure of the section being cleaned – passing material from one pipe segment to another will not be permitted.

2.10. Damage to Contractor's Equipment. The City shall not be responsible for broken cables or hoses while either cleaning a system or attempting to unclog one. The Contractor must exercise caution when hydro-jetting any line.

2.11. Traffic Control. All required traffic control will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), 2011 edition, and will be

considered appurtenance to the work at no additional cost to the City with the exception of emergency jobsites.

2.12. Hours of Operation. All cleaning and video inspections (CCTV) will be performed during normal business hours (Monday through Friday and 8:00 am to 5:00 pm). A 24-hour call center phone number will be provided to the City Engineer.

2.13. Mobilization charges. Mobilization charges will be allowed for afterhours and emergency jobsites only. An additional per hour charge will be allowed in emergency cases.

2.14. Schedules. The Public Works Department will hold monthly planning and scheduling meetings to provide preset monthly schedules and task work orders for cleaning operations during normal business hours. GIS maps of work locations shall also be provided to the Contractor by the Public Works Department. In advance of the work (3 days minimum in advance of actual start), the Contractor shall provide to the Public Works Department the Proposed Work Plan for review and approval that shall include a Cost proposal, storm drain flow bypass/dewatering plans, traffic control plans, signed right-of-entry forms and proposed cleaning and inspections methods. Contractor shall notify the Public Works Department of any discrepancies in pipe configurations in the field if different from those on the GIS maps provided. Notification shall include a diagram clearly indicating actual locations of structures in relation to adjacent existing structures.

2.15. Certifications. The hydro-jetting equipment operator shall hold a current Commercial Driver's License (CDL) with Tanker Endorsement. Copies of the operator's license shall be included in the bid package for review to help determine if enough qualified staff is available to service this contract.

3. VIDEO INSPECTION SERVICES:

3.1. Video Inspection. Video Inspection Services will begin once a storm drain is thoroughly cleaned, and the full pipe circumference is visible. Video Inspection (CCTV) Services will be performed on designated storm drain system as determined by the Public Works Department. The inspection and assessment will be performed, at a minimum, in accordance with the Pipeline Assessment Certification Program. The Contractor shall furnish all labor, materials, and equipment necessary for the CCTV inspection and condition assessment of the pipes and structures. CCTV equipment shall be capable of providing a high-quality CCTV inspection and record of the inspection. The Contractor must allow, when warranted, the Public Works Department to be present inside the camera truck during video inspection to view inspection process and provide direction when anomalies are encountered.

3.2. By-pass pumping. By-pass pumping of stormwater may be required on some jobsites to control the storm flows while the camera is working. Water shall be released in a manner to prevent erosion of property.

3.3. Video Reports. A complete Video Inspection (CCTV) Service Report will be labeled with jobsite street addresses and copies of the bound, written inspection that highlight any anomalies or defects. The CCTV inspection will be placed on DVD disks and will be supplied to the Public Works Department for our records. Database files from each inspection will be delivered in PACP format. DVD disks will be compatible for viewing on Windows Media Player. Video reports will be due within 7 days of final inspection of assigned stormwater drainage system.

3.4. Quality of Report Submittals. Submit DVD and written Inspection Reports for quality review and comments to the Public Works Department. Picture quality and definition shall be to the satisfaction of the City. Inspection equipment that fails to produce satisfactory inspection quality shall the removed and replaced.

3.5. Sonar Location Services. Pipe Location Services may be required by a sonar inspection to locate buried junctions and identify pipe alignments. Buried structures will be marked with white paint and white flagged for excavation by the Contractor or City crews.

3.6. Inspection Equipment. The video inspection equipment shall meet the minimum standards of this section.

3.6.1. Monitoring Studio:

3.6.1.1. Temperature controlled.

3.6.1.2. Sufficient size to allow seating for two people in addition to the Operating Technician.

3.6.2. Television Monitor:

3.6.2.1. Located in monitoring studio.

3.6.2.2. Color video picture.

3.6.2.3. Resolution of no less than 350 lines

3.6.2.4. Continuous display during survey:

3.6.2.4.1. Date of Survey.

3.6.2.4.2. Number designation of structure surveyed.

3.6.2.4.3. Continuous forward and reverse readout of camera distance from the reference manhole.

3.6.2.4.4. Cables: 600 feet long, minimum.

3.6.3. Television Camera:

3.6.3.1. All cameras used shall be self-powered tractor assemblies, specifically designed for use in large diameter pipe inspection work.

3.6.3.2. The cameras shall be color, pan-and-tilt units, operable in 100% humidity conditions. Lights shall be mounted on and turn in the direction of the camera head.

3.6.3.3. The camera lens shall have not less than a 65-degree viewing angle and shall have either automatic or remote focus and iris controls.

3.6.3.4. Camera lighting shall be sufficient for use with color inspection cameras, and for diameters larger than 48-inches, a minimum of 1,000,000 candlepower lighting in the 3200-degree Kelvin range shall be made available.

3.6.3.5. The complete video system (camera, lens, lighting, cables, monitors, and recorders) shall be capable of providing a quality inspection and in a format acceptable to the City and if unsatisfactory, equipment shall be replaced. No payment will be made for unsatisfactory inspections.

3.6.3.6. Reverse setups will only be allowed and accepted for payment if a blockage or defect prevents the CCTV inspection from continuing in the initial direction. The Contractor shall notify the Engineer of such situations for approval. Payment will be made on the length of pipe inspected.

3.6.3.7. The maximum flow depth for CCTV inspection work is 20% of the pipe diameter or as approved by the Public Works Department. If the flow depth of 20% cannot be achieved, the Contractor may be required to by-pass pump the pipe.

3.6.3.8. Accuracy of the measurements cannot be stressed too strongly. Daily calibration of the measuring devices shall be performed. Pipe lengths show and reported on the CCTV inspection video and logs shall be within 3 feet (plus or minus) of the actual pipe length as measured from center of one manhole/structure to the center of next manhole/structure. CCTV inspection that does not meet these criteria shall be reperformed and re-submitted to the Public Works Department at no additional cost to the City.

3.6.3.9. The Contractor is advised that the drainage pipe and structures vary in age and condition. The Contractor shall use extreme caution during all television inspections. If the television equipment becomes lodged in the pipes during the work, the Contractor shall be responsible for removing the equipment including excavation of the system and paying for all costs associated with the retrieval.

3.6.4. Still Photographs:

3.6.4.1. Provide digital photographs showing whatever defect is encountered that interrupts completion of inspection (i.e., collapsed

pipe, deformed pipe, severe offset joints, holes, heavy debris or roots).

3.6.4.2. Provide printed label on front of photograph with structure identification number, footage and defect type.

3.6.4.3. Digital Camera: Minimum 3.2 megapixels.

3.6.4.4. Digital Video Inspections – Required Deliverables:

3.6.4.5. All pipe and structure inspections performed under this contract shall be submitted to the Public Works Department in electronic (digital) format

3.6.4.6. A DVD and bound, written report with schematic of the storm drain system will be submitted to the Public Works Department for review. Completed inspections must be reviewed and checked against monthly invoicing before payment can be made. At a minimum, the following information will be on the video and written report:

3.6.4.6.1. Project Name & Street Address

3.6.4.6.2. Operating Technician's Name

3.6.4.6.3. Date & time of inspection

3.6.4.6.4. MH Start #/ MH End # (each pipe segment)

3.6.4.6.5. Pipe Material

3.6.4.6.6. Pipe Size

3.6.4.6.7. Direction of video

3.6.4.6.8. Weather & flow level

3.6.4.6.9. Constant display of the street name, MH start #/ MH end #, date and distance shall appear on the screen shots.

3.6.4.6.10. All defects and anomalies recorded and in written report with distances noted.

3.7. Schedules. The Public Works Department will provide pre-set monthly schedules and task work orders for video inspections during normal business hours. GIS maps of the stormwater systems shall be provided. A Cost proposal will be provided to Public Works Department in accordance with the stated price schedule once the Contractor has reviewed the locations.

4. EXCAVATION, BURIED JUNCTIONS, HAUL-OFF AND MISCELLANEOUS:

4.1. Haul-off of Unsuitable Material. All excessive debris, silt and soil shall be hauled off and disposed of in a manner that will not have an adverse effect on the environment. The Contractor is responsible for the safe removal and disposal of all unsuitable material in accordance with all Federal, State and Local codes, regulations and statues.

4.2. Excavation. Excavation to change, clean, or widen channels and entrance and exit ditches to pipes and culverts in order to reestablish flow will be required on jobsites designated by the Public Works Department. Typically, ten (10) foot of excavation is required at storm drain pipe ends; however, further excavation may be required as designated by the Public Works Department.

4.3. Buried Junctions. Excavation of buried junctions will be required as designated by the Public Works Department. Junction boxes and other buried structures which are exposed may be required to be raised to grade at the Public Works Department's instruction. Pre-cast concrete and masonry structure work may be encountered and provisions to have these brought to grade are included in the bid items. The Florida Utility Location Call Center (811) shall be notified, and the excavation permit valid before excavation begins and during all phases of excavation operations.

4.3.1. Hydro-Excavation will be paid on a per-hour basis for location of utilities and an excavation permit shall be obtained.

4.4. Erosion and Siltation. Contractor shall take the necessary measures throughout the project to control erosion and to prevent silting of streams, rivers and lakes.

4.5. Landscape. Excavation sites will be re-seeded and wheat straw placed to prevent soil erosion. Replacement landscape items will be installed as directed.

4.6. Rip-Rap. Rip-Rap may be required at large pipe and culvert ends and the Public Works Department will instruct the contractor in these cases.

5. STORMWATER SYSTEM REPAIRS:

5.1. FDOT and Miami Dade County Standards. Repairs to the Stormwater System shall conform to the *Florida Department of Transportation (FDOT) Standard Specifications, 2013 Edition*. Standards will be as specified on Price Schedule or as directed by the Public Works Department.

5.2. Schedules and Cost Proposals. The Contract shall submit sketches, schedules and cost proposals to the Public Works Department for approval before the beginning of all stormwater system repair projects.

5.3. Payment. All items on the Price Schedule shall be paid as installed costs (includes all material, labor, etc.).

5.4. Slip Lining. High Density Polyethylene Pipe (HDPE) which meets AASHSTO M326 shall be used to line existing pipe. Pipe that is slip lined shall include grouting of the pipe ends per the pipe manufacture's specification for grouting ends. Snap-Tite HDPE shall be used or an approved equal by the Public Works Department.

5.5. Aluminized CMP. Aluminized Corrugated Metal Pipe (CMP) will be used where metal pipe is specified by the Public Works Department. Aluminized Steel Type 2 (ALT 2) shall meet the specifications of ASSHTO M274 and ASTM A929.

5.6. MUTCD. The *Manual for Uniform Traffic Control Devices (MUTCD), 2009 Edition* shall be used for all traffic control layouts and road closures. Plans for road closures will be submitted to the Public Works Department for prior approval and notifications two weeks in advance of closures. In emergency cases, the Public Works Department may waive this procedure**.**

5.7. Erosion Control. The *Manual for Erosion and Sediment Control in Florida*, will be used for all erosion and silt control. Erosion control measures will be maintained during all phases of construction.

PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- A detailed description of the firm including address, telephone number License Classification with number and date of expiration, applicable License status, and banking and credit references.
- Briefly describe the educational background and professional experience in a resume format of the firm owners, supervisors and key employees.
- List similar contracts for elevator modernization and upgrades held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about yourwork. List telephone numbers for these individuals.
- This contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit satisfactory evidence of experience in like work and that they are fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the Owner.
- Company shall have been in continuous service and incorporated in the State of Florida for a minimum of three (3) years.
- Company must have a proven history in elevator maintenance, upgrades, and modernization in public facilities.
- Company must be fully licensed with all required State and/or Local government licenses and permits.
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

TERM OF CONTRACT

The term of the contract is anticipated to be three (3) fiscal years with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 MINIMUM SUBMISSION REQUIREMENTS

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 Proposer's 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.

3.2.4 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 the proposal to fulfill the requirements of the scope of services listed in Part II of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

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 Proposer's project team.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 The fee basis should be based on the Pricing Proposal.

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 services outlined in the RFP. 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 complete and submit as part of its Proposal all the following forms and/or documents.

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP, including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents 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 value 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 presentations 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 Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter and Evaluation Committee during presentations is intended only for the purpose of providing clarification in response to questions from the Committee.

Criterion	Weight	Description
Experience and Qualifications	25%	Number of years providing janitorial services; Qualifications and experience of assigned staff; Licensing; Adherence to requirements, forms, and qualifications listed in this RFP.
Price Proposal	30%	Cost of proposed services; Value of added services.
Resources and Approach	30%	Adequate resources (financial, equipment, facilities); Capability to undertake the required performance period; Proposed plan and approach to fulfilling scope. Must own or have access to proper equipment to complete the tasks
References	15%	Containing at least three agencies. Must have successfully performed similar type projects for the last four (4) years Overall quality of services based on contractor-supplied references and independent research by the City
Total	**100%**	

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. City staff will recommend the award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

PRICE SCHEDULE/ COST PROPOSAL SHEET					
Item No.	**Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Extended Price**
	General Conditions				
1.	Mobilization (emergency jobsites only)	8	EA	$ _____	$ _____
2.	Out of Scope Work, Foreman	40	HR	$ _____	$ _____
3.	Out of Scope Work, Laborer	40	HR	$ _____	$ _____
	Traffic Control				
4.	Traffic Control Major Street (emergency jobsites only)	8	EA	$ _____	$ _____
5.	Traffic Control Minor Street (emergency jobsites only)	8	EA	$ _____	$ _____
6.	Mobile Electronic Detour Signs (emergency jobsites)	6	EA	$ _____	$ _____
	Location & Hydro-excavation				
7.	Sonar Location (includes flagging and paint)	10	LF	$ _____	$ _____
8.	Hydro-Excavation (Complete)	16	HR	$ _____	$ _____
	Hydro-Jet Storm Drain Cleaning (less than 50% full)				
9.	12" Pipe - Clean less than 50% full	100	LF	$ _____	$ _____
10.	15" Pipe - Clean less than 50% full	100	LF	$ _____	$ _____
11.	18" Pipe - Clean less than 50% full	600	LF	$ _____	$ _____
12.	21" Pipe - Clean less than 50% full	100	LF	$ _____	$ _____
13.	24" Pipe - Clean less than 50% full	300	LF	$ _____	$ _____

14.	30" Pipe - Clean less than 50% full	300	LF	$ _____	$ _____
15.	36" Pipe - Clean less than 50% full	300	LF	$ _____	$ _____
16.	42" Pipe - Clean less than 50% full	300	LF	$ _____	$ _____
17.	48" Pipe - Clean less than 50% full	300	LF	$ _____	$ _____
18.	54" Pipe - Clean less than 50% full	300	LF	$ _____	$ _____
19.	60" Pipe - Clean less than 50% full	300	LF	$ _____	$ _____
20.	66" Pipe - Clean less than 50% full	300	LF	$ _____	$ _____

PRICE SCHEDULE					
Item No.	**Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Extended Price**
21.	72" Pipe - Clean less than 50% full	200	LF	$ _____	$ _____
22.	78" Pipe -Clean less than 50% full	200	LF	$ _____	$ _____
23.	84" Pipe - Clean less than 50% full	200	LF	$ _____	$ _____
24.	90" Pipe - Clean less than 50% full	200	LF	$ _____	$ _____
25.	96" Pipe - Clean less than 50% full	200	LF	$ _____	$ _____
	Hydro Jet Storm Drain Cleaning (50% full or greater)				
26.	12" Pipe - Clean 50% full or greater	100	LF	$ _____	$ _____
27.	15" Pipe - Clean 50% full or greater	100	LF	$ _____	$ _____
28.	18" Pipe - Clean 50% full or greater	800	LF	$ _____	$ _____
29.	21" Pipe - Clean 50% full or greater	100	LF	$ _____	$ _____
30.	24" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
31.	30" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____

32.	36" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
33.	42" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
34.	48" Pipe -Clean 50% full or greater	200	LF	$ _____	$ _____
35.	54" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
36.	60" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
37.	66" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
38.	72" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
39.	78" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
40.	84" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
41.	90" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
42.	96" Pipe - Clean 50% full or greater	200	LF	$ _____	$ _____
	Special Storm Line Cleaning & Clearing **Roots, Rocks, Debris**				

43.	12" to 36" Pipe	200	LF	$ _____	$ _____
	PRICE SCHEDULE				
Item No.	**Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Extended Price**
44.	42" to 96" Pipe	200	LF	$ _____	$ _____
	Square Brick Manholes (raise to grade)				
45.	4' Sqre Brick MH w/ Ring & Cover	50	VF	$ _____	$ _____
46.	5' Sqre Brick MH w/ Ring & Cover	20	VF	$ _____	$ _____
47.	6' Sqre Brick MH w/ Ring & Cover	20	VF	$ _____	$ _____
	Round Brick Manholes (raise to grade)				
48.	4' Rnd Brick MH w/ Ring & Cover	50	VF	$ _____	$ _____
49.	5' Rnd Brick MH w/ Ring & Cover	20	VF	$ _____	$ _____
50.	6' Rnd Brick MH w/ Ring & Cover	20	VF	$ _____	$ _____
	Square Precast Manholes (raise to grade)				
51.	4' Sqre MH w/ Ring & Cover	30	VF	$ _____	$ _____

52.	5' Sqre MH w/ Ring & Cover	20	VF	$ _____	$ _____
53.	6' Sqre MH w/ Ring & Cover	20	VF	$ _____	$ _____
	Round Precast Manholes (raise to grade)				
54.	4' Rnd MH w/ Ring & Cover	50	VF	$ _____	$ _____
55.	5' Rnd MH w/ Ring & Cover	20	VF	$ _____	$ _____
56.	6' Rnd MH w/ Ring & Cover	20	VF	$ _____	$ _____
	Special Structures/Components (raise to grade)				
57.	4' Dia Pedestal Top w Grate Inlet	20	EA	$ _____	$ _____
58.	5' Dia Pedestal Top w Grate Inlet	20	EA	$ _____	$ _____
59.	6' Dia Pedestal Top w Grate Inlet	10	EA	$ _____	$ _____
60.	4' Dia Pedestal Top w MH R/C	20	EA	$ _____	$ _____
61.	5' Dia Pedestal Top w MH R/C	20	EA	$ _____	$ _____
62.	6' Dia Pedestal Top w MH R/C	10	EA	$ _____	$ _____

63.	Precast SW CB Top, w/R/C, no throat	10	EA	$ _____	$ _____
64.	Precast DW CB Top, w/R/C, no throat	10	EA	$ _____	$ _____
65.	4'x4' Precast Top w/ MH R/C	30	EA	$ _____	$ _____
	PRICE SCHEDULE				
Item No.	**Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Extended Price**
66.	5'x5' Precast Top w/ MH R/C	20	EA	$ _____	$ _____
67.	Cast in Place Top w/R/C	10	CY	$ _____	$ _____
68.	Cast in Place Throat Only	10	CY	$ _____	$ _____
69.	Uncover Buried JB (4')	50	EA	$ _____	$ _____
70.	Uncover Buried JB (4'-8')	30	EA	$ _____	$ _____
71.	Uncover Buried JB (4'-12')	20	EA	$ _____	$ _____
72.	Uncover Buried JB (>12')	10	EA	$ _____	$ _____
	CCTV OF STORM PIPES (w/ DVD & Written Report)				

73.	12" - 15" diameters	200	LF	$ _____	$ _____
74.	18" - 24" diameters	200	LF	$ _____	$ _____
75.	30" - 42" diameters	200	LF	$ _____	$ _____
76.	48" - 54" diameters	200	LF	$ _____	$ _____
77.	60" - 66" diameters	200	LF	$ _____	$ _____
78.	72" - 84" diameters	200	LF	$ _____	$ _____
79.	90" - 96" diameters	200	LF	$ _____	$ _____
80.	Visual Inspections (pics per project)	200	EA	$ _____	$ _____
	Erosion Control & Landscape Items				200
81.	Stone Rip Rap Type I in Place	200	SY	$ _____	$ _____
82.	Stone Rip Rap Type III in Place	200	SY	$ _____	$ _____
83.	Stone Rip Rap 12" Installed	4,000	SY	$ _____	$ _____
84.	Install & Remove Type A Silt Fence	500	LF	$ _____	$ _____

85.	Install & Remove Type C Silt Fence	500	LF	$ _____	$ _____
86.	Install & Remove Type C Silt Fence-ALT	500	LF	$ _____	$ _____
87.	Inlet Sediment Traps - Silt Fence Sd2	200	EA	$ _____	$ _____
88.	Rock Bags for curb inlet/CB sediment Protection	20	EA	$ _____	$ _____
89.	Install & Remove Orange Tree Save Fence	200	LF	$ _____	$ _____
90.	Seed & Straw (Permanent Grassing)	5,000	SY	$ _____	$ _____
91.	Seed & Straw (Temp Grassing)	3,000	SY	$ _____	$ _____
92.	Sodding Complete - Fescue	3,000	SY	$ _____	$ _____
93.	Sodding Complete - Bermuda	3,000	SY	$ _____	$ _____
94.	Sodding Complete - Zoysia	2,000	SY	$ _____	$ _____
95.	Sodding Complete - Centipede	3,000	SY	$ _____	$ _____
96.	Topsoil Complete	100	CY	$ _____	$ _____
97.	Pine Straw	1,000	SY	$ _____	$ _____
98.	Wheat Straw Mulch	1,000	SY	$ _____	$ _____
99.	Tree Replacement 2-1/2" Hardwood, Installed	15	EA	$ _____	$ _____
100.	Tree Replacement 2-1/2" Installed	200	EA	$ _____	$ _____
101.	Shrub & Misc. Plants Replacement: 1 gallon, installed	100	EA	$ _____	$ _____
102.	Shrub Replacement: 3 gallons, installed	100	EA	$ _____	$ _____
103.	Shrub Replacement: 5 gallons, installed	500	EA	$ _____	$ _____

104.	Shrub Replacement: 7 gallons, installed	200	EA	$ _____	$ _____
105.	Bedding Flower per flat of 18 installed	100	SY	$ _____	$ _____
106.	Debris Removal, Tandem Dump Truck	100	CY	$ _____	$ _____
	Miscellaneous Items				
107.	Removal of Existing Non-Drainage Structures	10	EA	$ _____	$ _____
108.	Removal of Existing Drainage Structure	10	EA	$ _____	$ _____
109.	Removal Existing Pipe all Types and Sizes	100	LF	$ _____	$ _____
110.	Stone #57	100	Ton	$ _____	$ _____
111.	Surge Stone	200	Ton	$ _____	$ _____
112.	No.3's and 4' Stone	200	Ton	$ _____	$ _____
	Bypass Pumping Operations				
113.	Bypass pump setup-equipment and hose placement	60	EA	$ _____	$ _____
114.	4" Pumping Operation Time	40	HR	$ _____	$ _____
115.	6" Pumping Operation Time	40	HR	$ _____	$ _____

PRICE SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
116.	8" Pumping Operation Time	16	HR	$ _____	$ _____
117.	10" Pumping Operation Time	8	HR	$ _____	$ _____
118.	12" Pumping Operation Time	8	HR	$ _____	$ _____
	Reinforced Concrete Pipe (RCP) Class 3 **Installed to 10-foot depth**				
119.	18 " RCP	200	LF	$ _____	$ _____
120.	24" RCP	200	LF	$ _____	$ _____
121.	30" RCP	100	LF	$ _____	$ _____

122.	36" RCP	100	LF	$ _____	$ _____
123.	42" RCP	100	LF	$ _____	$ _____
124.	48" RCP	100	LF	$ _____	$ _____
125.	54" RCP	60	LF	$ _____	$ _____
126.	60" RCP	60	LF	$ _____	$ _____
127.	72" RCP	60	LF	$ _____	$ _____
	Corrugated Metal Pipe (CMP) Aluminized Coated **Installed to 10-foot depth**				
128.	15" CMP	100	LF	$ _____	$ _____
129.	18" CMP	200	LF	$ _____	$ _____
130.	24" CMP	200	LF	$ _____	$ _____
131.	30" CMP	200	LF	$ _____	$ _____
132.	36" CMP	200	LF	$ _____	$ _____
133.	42" CMP	100	LF	$ _____	$ _____
134.	48" CMP	200	LF	$ _____	$ _____
135.	54" CMP	100	LF	$ _____	$ _____
136.	60" CMP	60	LF	$ _____	$ _____
137.	72" CMP	60	LF	$ _____	$ _____
	Additional Depth of Cover for Pipes Includes excavation, backfill & compaction				
138.	2 to 4 additional feet of cover	200	LF	$ _____	$ _____
139.	4 to 12 additional feet of cover	200	LF	$ _____	$ _____
	Metal Flared End Sections (GADOT Std. 1120)				
140.	18" MFES 16 Gage	20	EA	$ _____	$ _____
141.	24" MFES 14 Gage	20	EA	$ _____	$ _____

142.	30" MFES 14 Gage	10	EA	$ _____	$ _____
143.	36" MFES 14 Gage	10	EA	$ _____	$ _____

PRICE SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
144.	42" MFES 14 Gage	10	EA	$ _____	$ _____
	Metal Safety End Sections (GADOT Std. Special Detail)				
145.	18" SFES 16 Gage	10	EA	$ _____	$ _____
146.	24" SFES 16 Gage	10	EA	$ _____	$ _____
147.	30" SFES 12 Gage	6	EA	$ _____	$ _____
148.	36" SFES 12 Gage	6	EA	$ _____	$ _____
149.	42" SFES 12 Gage	6	EA	$ _____	$ _____
150.	48" SFES 12 Gage	6	EA	$ _____	$ _____
	Precast Concrete Flared End Sections				
151.	18" CFES	20	EA	$ _____	$ _____
152.	24" CFES	20	EA	$ _____	$ _____
153.	30" CFES	20	EA	$ _____	$ _____
154.	36" CFES	10	EA	$ _____	$ _____
155.	42" CFES	10	EA	$ _____	$ _____
	Precast Concrete Headwalls				
156.	18" Precast HW	30	EA	$ _____	$ _____
157.	24" Precast HW	20	EA	$ _____	$ _____
158.	30" Precast HW	10	EA	$ _____	$ _____
159.	36" Precast HW	10	EA	$ _____	$ _____
160.	42" Precast HW	10	EA	$ _____	$ _____
161.	48" Precast HW	10	EA	$ _____	$ _____

162.	36" Precast HW w/ Velocity Dissipater	20	EA	$ _____	$ _____
163.	42" Precast HW w/ Velocity Dissipater	10	EA	$ _____	$ _____
164.	48" Precast HW w/ Velocity Dissipater	20	EA	$ _____	$ _____
	Cast-in-place Concrete Headwall				
165.	Cast-in-place Concrete Headwall -	20	CY	$ _____	$ _____
166.	Cast-in-place Concrete Headwall - FDOT Std.	20	CY	$ _____	$ _____
	Brick-in-Place Headwall				
167.	Brick-in-Place Headwall for 18" pipe	20	EA	$ _____	$ _____
168.	Brick-in-Place Headwall for 24" pipe	20	EA	$ _____	$ _____
169.	Brick-in-Place Headwall for 30" pipe	10	EA	$ _____	$ _____
170.	Brick-in-Place Headwall for 36" pipe	10	EA	$ _____	$ _____
171.	Brick-in-Place Headwall for 42" pipe	10	EA	$ _____	$ _____
	Rubble Masonry Headwall				
172.	Lithonia Granite Rubble Rock HW for 48" pipe	500	SF	$ _____	$ _____
173.	Lithonia Granite Rubble Rock HW for 54" pipe	600	SF	$ _____	$ _____
174.	Lithonia Granite Rubble Rock HW for 60" pipe	650	SF	$ _____	$ _____

PRICE SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price

Slip Lining with Snap-Tite HDPE (AASHTO M326), Include Grouting Ends (or approved equal)					
239.	12.75" OD	100	LF	$ _____	$ _____
175.	Lithonia Granite Rubble Rock HW for 72" pipe	700	SF	$ _____	$ _____
240.	14" OD	200	LF	$ _____	$ _____
241.	18" OD	100	LF	$ _____	$ _____
242.	20" OD	200	LF	$ _____	$ _____
243.	24" OD	200	LF	$ _____	$ _____
244.	32" OD	100	LF	$ _____	$ _____
245.	36" OD	200	LF	$ _____	$ _____
246.	42" OD	100	LF	$ _____	$ _____
247.	48" OD	50	LF	$ _____	$ _____
248.	54" OD	50	LF	$ _____	$ _____
249.	63" OD	50	LF	$ _____	$ _____

	Road Restoration				
269.	Graded Aggregate Base	18	Ton	$ _____	$ _____
270.	Crusher Run Stone	18	Ton	$ _____	$ _____
271.	Asphaltic Concrete Binder Course	20	Ton	$ _____	$ _____
272.	Asphaltic Concrete Surface Course	20	Ton	$ _____	$ _____
273.	Tack Coat	50	Gal	$ _____	$ _____
274.	2" Asphalt Concrete Hot Mix for Trench Cap	20	Ton	$ _____	$ _____
	Earthwork & Grading				
275.	Tree Removal 6" - 12"	100	EA	$ _____	$ _____
276.	Tree Removal 13" - 23"	50	EA	$ _____	$ _____
277.	Tree Removal>23"	30	EA	$ _____	$ _____
278.	Clear & Grubbing	100	SY	$ _____	$ _____
279.	Channel Excavation	50	CY	$ _____	$ _____
280.	Additional Excavation	10	CY	$ _____	$ _____
281.	Haul-In Structural Fill Material	20	CY	$ _____	$ _____
282.	Haul-Off Soil Material	50	CY	$ _____	$ _____
283.	Finish Grading	80	SY	$ _____	$ _____
284.	Trench Rock Excavation	60	CY	$ _____	$ _____

285.	Debris Removal	100	CY	$ _____	$ _____
	Miscellaneous Items				
286.	Connect to Existing Structures	10	EA	$ _____	$ _____
287.	Debris Removal, Tandem Dump Truck	20	LOAD	$ _____	$ _____
288.	Removal of Existing Non-Drainage Structures	20	EA	$ _____	$ _____
289.	Removal of Existing Drainage Structure	20	EA	$ _____	$ _____
290.	Remove Existing Pipe all Types and Sizes	200	LF	$ _____	$ _____
291.	Saw Cut Existing Pavements	100	LF	$ _____	$ _____
292.	Stone #57	100	TON	$ _____	$ _____
293.	Surge Stone	100	TON	$ _____	$ _____
294.	No. 3's and 4' Stone	100	TON	$ _____	$ _____
295.	Roll-Off Dumpster	10	DAY	$ _____	$ _____
296.	Relocate Existing Residential Water Meter, Including Box	10	EA	$ _____	$ _____
	Grand Total of All Line Items				$ _____

NOTE TO BIDDER: All Quantities are estimated.

LEGEND FOR PRICE SCHEDULE

EA	Each	SW	Single wing
HR	Hour	DW	Double wing
LF	Linear foot	HW	Headwall

VF	Vertical foot	R/C	Ring and cover
CY	Cubic yards	JB	Junction box
SY	Square yards	CB	Catch basin
SF	Square foot	RCP	Reinforced concrete pipe
OD	Outside diameter	CMP	Corrugated metal pipe
GAL	Gallon	MFES	Metal flared end section
SQRE	Square	SFES	Safety flared end section (metal)
MH	Manhole	CFES	Concrete flared end section
RND	Round	GAB	Graded aggregate base

END OF PRICE SCHEDULE

SUBMITTED THIS _____ DAY OF _____ 2024.

BID SUBMITTED BY:

_____ _____

Company Telephone Number

_____ _____

Name of Person Authorized to Submit Bid Fax Number

_____ _____

Signature Email Address

_____

Title

PROPOSER QUALIFICATIONS

The Proposer, 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, indicate:
   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 RFP 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.*

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 the 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. The 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 the establishment of a system of records 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 1(a) of this provision is a material representation of the fact upon which reliance was placed when making an 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. 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_____
(Name)

the _____ 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

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the attached proposal.

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signed, sealed, and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters 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 the E-Verify system to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

By entering a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of this affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs because of termination of the contract due to the Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

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

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

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Opa-Locka, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of_____, 20____

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

AGREEMENT FOR STORMWATER DRAINAGE SYSTEM CLEANING AND CCTV INSPECTION SERVICES

THIS IS AN AGREEMENT, dated the____day of _____, 2024, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

_____
a Florida _____, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR for Stormwater Drainage System Cleaning and CCTV Inspection Services, pursuant to RFP No. 24-TBA.

1.2 CITY finds it necessary to seek a professional, full-service company for Stormwater Drainage System Cleaning and CCTV Inspection Services.

1.3 CITY issued RFP 24-TBA ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, 2024, CITY selected CONTRACTOR to perform services needed that will provide consulting services relating to Request for Proposals (RFP) 24-TBA.

1.5 Contractor's firm will be responsible for providing Stormwater Drainage System Cleaning and CCTV Inspection Services.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 24-TBA, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services and the Contractor's Response, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 24-TBA.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to the RFP.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 24-TBA. The payment for services pursuant to this Agreement shall not exceed _____.

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty days (30) prior to the expiration of the date or modification of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage $1,000,000 per occurrence ($2,000,000 Aggregate).

5.6 Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number

and Policy Period.

5.7 Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

5.8 A certificate naming the City as an "additional insured" for General Liability is required.

5.9 Certificate holder should be addressed as follows: City of Opa-locka 780 Fisherman Street, 4th Floor Opa-locka, FL 33054

5.10 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.11 The CITY reserves the right to require any other insurance coverage it deemsnecessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall ata minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is three (3) fiscal years with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation and the concurrence of the City of Opa-locka

City Commission and availability of annual appropriation years.

11.2 This Agreement 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. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 24-TBA, Exhibit "A", and the Contractor's Proposal attached hereto as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this

agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Darvin Williams, City Manager
City of Opa-locka Municipal Complex
780 Fisherman Street, 4TH Floor
Opa-locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

Contractor: _____
_____
_____

Copy To: _____
_____
_____

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a

waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____

Name: _____

Position: _____

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2024.

_____
NOTARY PUBLIC

My Commission Expires:

Sponsored By: City Clerk

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF IQ BUSINESS GROUP, INC FOR PUBLIC RECORD MANAGEMENT SERVICES PURSUANT TO RFP NO. 24-0501200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IQ BUSINESS GROUP, INC FOR SAID SERVICES, IN THE CONTRACT FORM ATTACHED HERETO, AND IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 9, 2024, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 24-0501200 for Public Record Management Services; and

WHEREAS, two (2) sealed proposal were received by the City Clerk's Office and certified by the City Clerk on June 13, 2024; and

WHEREAS, a Selection Board of City employees was convened to review the proposals and presentations of the bidders regarding their Public Record Management Services proposal. The Selection Board scored each proposal based on a maximum of 5 points for each of the following criteria: 1) Qualification, 2) Experience, 3) Resources and Approach, 4) Proposed Fee; and

WHEREAS, IQ Business Group, Inc ("IQ Business Group, Inc") ranked the highest with the Selection Board; and

WHEREAS, the City Commission finds that acceptance of IQ Business Group, Inc's proposal, relating to RFP No. 24-0501200, for Public Record Management Services for an amount not to exceed One Hundred Thousand Dollars ($100,000.00) and in the contract form attached hereto as Exhibit "A", is in the best interest of the City and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of IQ Business Group, Inc, relating to RFP No. 24-0501200, for Public Records Management, in an amount not to exceed One Hundred Thousand Dollars ($100,000.00); and further authorizes the City Manager to execute the contract form attached hereto as Exhibit "A" along with other related documents that may be required following review and approval of the City Attorney.

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

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

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

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Docusign Envelope ID: 1E8A3B5B-A1F2-44C1-B62C-F6CDAC27227A

City of Opa-locka
Agenda Cover Memo

City Clerk:	Joanna Flores			**City Clerk Signature:**	DocuSigned by: Joanna Flores			
City Manager:	Darvin Williams			**City Manager Signature:**	DocuSigned by: 20A27A89D1DE4D2...			
Commission Meeting Date:	*9.11.2024*		**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:**		**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 Clerk		**Department:**		City Clerk Office			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to accept the proposal of IQ Business Group, Inc. for the City's Public Records Management pursuant to RFP No. 24-0510200 and further authorizing the City Manager to enter into an agreement with IQ Business Group, Inc for said services.

Staff Summary:

A Request for Proposals (RFP) 24-0510200 was published on April 09, 2024, for Public Records Management. Two (2) companies submitted a proposal document which was certified by the City Clerk on June 13, 2024.

A Selection Board of City employees was convened to review the proposals of the two bidders and evaluate each firm regarding their Public Records Management proposal. The Selection Board scored the bidders on a maximum of 5.00 points per category based on the following criteria:

1. Qualification
2. Experience
3. Resources and Approach
4. Proposed Fee

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Docusign Envelope ID: 1E8A3B5B-A1F2-44C1-B62C-F6CDAC27227A

IQ Business Group are experts in blending industry insights with cutting-edge tech to offer diverse services in strategy, operations, IT, systems engineering, and organization/change management. IQBG helps deliver modern, flexible information management solutions and streamlined business processes to support demands like citizen services, information sprawl, complex regulations, and a steady influx of paper document challenges for state and local governments.

Financial Impact: This item is budgeted for in the FY 25 budget in account 16-512312 for $100,000. The minor price difference will be addressed by a Budget Amendment in the beginning of FY 25. This item does not appear to have any long-term impact on the General Fund.

Proposed Action:

Staff recommends the City Commission approve the recommendation for IQ Business Group, Inc and authorize the City Manager to enter into an agreement with said company.

Attachment:

Bid Certification
RFP 24-0510200
Bid Proposal

CITY OF OPA-LOCKA

RFP NO: 24-0510200

REQUEST FOR PROPOSALS (RFP)
PUBLIC RECORDS MANAGEMENT SERVICES

CITY OF OPA-LOCKA
PUBLIC RECORDS MANAGEMENT
RFP NO. 24-0510200

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RFP NO: 24-0510200
Public Records Management

Sealed Proposals for Public Records Management Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, by 2:00 p.m., Friday, May 10, 2024 (ET). Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFP for Public Records Management.

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: 24-0510200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Walkthrough is scheduled for Thursday, April 18, 2024, at 10:00 a.m. The meeting will be at 780 Fisherman Street, Opa-locka, Florida 33054. For further information, please get in touch with Jay Bergel at jbergel@opalockafl.gov.

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA
RFP NO. 24-0510200
PUBLIC RECORDS MANAGEMENT

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Public Records Management Services on an as-needed and on- going basis with experience in creating a unique brand/identity, memorable message development and communication through multiple media formats.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm (ET) on Friday, May 10, 2024. 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. 24-0510200 – Public Records Management. 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 ensure 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, Option 1, before the 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 mode of delivery.

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 other than the City's Purchasing Officer 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. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may post addenda on the City's website up to five (5) 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 Officer 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 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 self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer’s insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ "Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000) with any person or affiliated on the "Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days after 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 initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	4/09/2024	
Pre-Bid/Walkthrough	4/19/2024 @ 10:00am (ET) at 780 Fisherman Street, Opa-locka, Florida 33054	
Written Questions Due	4/25/2024 @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	5/02/2024 @ 5:00pm (ET)	
Due Date/Bid Opening	5/10/2024 @ 2:00 pm (ET)	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

PURPOSE:
To secure the services of a qualified firm to access and evaluate the city current records management plan and software systems to make recommendations on how to improve the plan and system's level of efficiency, productivity, functionality, and connectivity. The firm will provide services for, but not limited to, the following tasks:

One Time

1. Meet with the City Clerk and designated staff to discuss current and future needs for public records management and reporting.
2. Create an inventory of all business records (paper and digital) maintained by the City of Opa-locka.
3. Review, recommend and develop policies and procedures related to records management and retention/destruction, resulting in a new Records Management Plan. The Plan should include:
    a. Develop records retention and destruction processes to manage and support records management program in accordance with adopted policies and procedures.
    b. Evaluate the current software systems used by the City and propose ways to improve the current systems or propose new systems.
    c. If new software is proposed, in conjunction with the City's IT department, implement new software and develop a training program to ensure effective utilization by staff.
    d. Design and implement file arrangements to ensure disposition efficiency and data retrieval.
    e. Compilation of Florida Department of State compliance statements.
    f. Provide staff training to all departments to implement records management and destruction policies and procedures.
    g. Establish and refine the public records definitions as necessary.
    h. Develop social media archival & retention policies and procedures.
    i. Review the Public Records Request process and recommend improvements.

Ongoing

a. Implement Plan and software updates.
b. Monitor changing legislation, Attorney General and Court Opinions to keep the Records Plan, policies, and procedures current.
c. Monitor changes in Florida Administrative Code and Retention Schedules to keep the City's Disposition List current.
d. Monitor changing standards in the Florida Administrative Codes; specifically, Rule 1B-26 (Electronic Recordkeeping) and recommend technology updates as appropriate.
e. Annually compile data to finalize each year's disposition list.
f. Provide program administration assistance for future use and training.
g. Provide guidance as needed to maintain compliance
h. Oversee destruction of all City records no longer requiring retention in accordance with Record Destruction policies.

4. General consultation as requested.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise, and reliability in providing public records management services. Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing public record management services to governmental agencies as well as private firms (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- The Project Manager shall have a minimum of five (5) years of experience in public records management services.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be three (3) fiscal years with a two one-year renewable clause, subject to negotiation of terms with the contractor, the concurrence of the Opa-locka City Commission and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 MINIMUM SUBMISSION REQUIREMENTS

Provide a minimum of five (5) references of recent demonstrated experience in providing services similar in nature and size to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, and contract amount.

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 no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people 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 provide an effective Public Records Management plan to meet the needs of the City of Opa-locka fully addressing the Purpose and Scope of Work, Section 2-1. The detailed plan should be specific in the different types of services that would expected to be provided in an average month, including a quantitative statement of the anticipated different work products.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.6.3 Provide examples of public records management as described in the Scope of Services.

3.2.6.4 Identify the specific individual who would serve the City on a day-to-day basis as a primary point of contact and be responsible for the service of the Proposer. The individuals identified shall be available within 24 hours' notice by telephone to accomplish the tasks.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the Program.

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 Please refer to the Price Proposal Form.

3.2.9 Tab 8 – References
3.2.9.1 List of a minimum of at least six organizations, preferably governmental agencies, for which Public Relations and Marketing Services have been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

3.2.10 Tab 9 – Additional Forms
Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ADDITIONAL FORMS MAY DISQUALIFY THE PROPOSER.

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

4-2 EVALUATION CRITERIA

Category	Points
Qualifications of professional personnel assigned to project 1. Qualifications and experience of assigned staff	15
Experience and success in providing Public Records Management Services to companies and governmental agencies. 1. Evaluation of Reference Information – Tab 8 – Section 3.2.9.1.	20
Resources and approach 1. Proposed plan and approach to fulfilling scope	35
Price Proposal 1. Cost of proposed services	30
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 presentations in the evaluation phase. References and site visits (if needed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 24-0510200

PUBLIC RECORDS MANAGEMENT

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with 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. A copy of County and/or Municipal Occupational License(s)

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

RFP NO: 24-0510200

PRICE PROPOSAL FORM
PUBLIC RECORDS MANAGEMENT

The proposer should submit the proposed fixed fee associated with the detailed proposal requested in Section 3.2.5, Tab 4. There should be a clear statement of any potentially associated expenses not included in the fixed fee. If appropriate, the Proposer can provide two different plans reflecting different levels of service and the fixed fee associated with each.

Line Item #	**Specifications/Item Description/Service**	**Unit of Measure**	**Price**
1	One-Time Services	Lump Sum	
2	Ongoing Services	Annual	
3	Hourly Rate for additional Onsite Consulting and Implementation Services "as needed". (Travel expenses to be billed at cost - no additional markup)	Hour	
4	Hourly Rate for additional Offsite Consulting and Implementation Services "as needed".	Hour	

SUBMITTED
THIS _____ DAY OF _____, 2024

BID SUBMITTED BY:

_____ _____
Company Telephone Number

_____ _____
Name of Person Authorized to Submit Bid Fax Number

_____ _____
Signature Email Address

_____
Title

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, County, State, Federal, or other 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 an 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 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Opa-locka for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____the
(Name)
_____ of _____
(Title/Position) (Company)

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

_____ _____
Date Signature

RFP 24-0510200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the PROPOSER that has submitted the attached Proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

RFP 24-0510200

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:_____

State of Florida County of _____

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this_____day of_____, 2024.

By _____
Personally known_____OR produced identification _____

_____
Notary Public
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.

RFP 24-0510200

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: _____

Response to

The City of Opa-Locka
RFP No. 24-0510200
Public Records Management
June 10th, 2024, 2:00:00 PM EST

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

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of—or in connection with—the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in all Sheets.

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

2 Letter of Transmittal

The City of Opa-Locka
Office of the City Clerk
Submitted via MAIL

Dear Mr. Bergel,

The IQ Business Group, Inc. ("IQBG") is pleased to respond to the Public Records Management Services opportunity. Please find our attached document package for submission. The IQBG team is interested in supporting this initiative. We appreciate your time and consideration and are looking forward to potentially serving the City of Opa-Locka through this contract.
IQBG understands that the City of Opa-Locka is soliciting services from a qualified firm to evaluate and make recommendations for the current City records management system. The selected firm should improve the plan, improving efficiency, productivity, functionality, and connectivity by performing both one-time and ongoing tasks for the City.
Our proposer name is: The IQ Business Group, Inc. and our address is 1751 Pinnacle Drive, Suite 600, McLean, Virginia 22102. The point of contact for questions/clarifications is: Jamie Aguilar, President; email: jaguilar@iqbginc.com and phone: 703-395-2041.

We look forward to the opportunity to potentially support the City of Opa-Locka in this modernization effort.

Thank you for your consideration,



Ms. Jamie E. Aguilar, President
The IQ Business Group, Inc.
1751 Pinnacle Drive, Suite 600
McLean, Virginia 22102
Phone: 703-395-2041
Email: jaguilar@iqbginc.com

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

3 General Information

Headquartered in McLean VA, IQBG was founded in 1998 to provide business and information technology (IT) services to government and commercial customers. Since 2010, IQBG has focused exclusively on delivering Enterprise Information Management (EIM) solutions and we have made significant investments in our capabilities. IQBG is led by experienced practitioners who have invented technologies, set standards, and helped build the industry.

Table 3.0-1. IQBG Company Information

Address:	1751 Pinnacle Drive, McLean, VA 22102
Overnight Address:	1751 Pinnacle Drive, McLean, VA 22102
Phone Number:	(703) 436-6990
Fax Number:	(703) 995-4677
Point of Contact (POC):	Jamie Aguilar
POC Email:	JAguilar@iqbginc.com
DUNS Number:	173064267
Cage Code:	50HF3
Unique Entity ID:	NV5NPEZHLEM8
Business Type:	Corporation
System for Award Mgmt (NAICS Code):	518210
GSA Contract Number Period Covered by Contract:	47QSMA20D08P2
SINS:	518210ERM 54151S
Normal Business Hours:	9 AM – 5 PM EST
Business Status:	Small Business
Date of Incorporation:	11/05/2001
Primary Office Location to Complete Work:	1751 Pinnacle Drive, McLean, VA 22102 (Tysons Corner, VA HQ)
Number of Employees Assigned to Project:	3
Florida License Status:	Registered as a Foreign Profit Corporation Document Number: F14000001410

*The IQ Business Group, Inc. is not a Parent nor Subsidiary in a group of firms/agencies
*Please see all licenses relevant to IQBG's status to perform work in Florida attached.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

4 Project Approach

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, create an inventory of business records, recommend and develop RM policies and procedures, create and provide necessary training, review the current software system and recommend improvements or a new records software system, assist with monitoring local, state and federal codes and policies, review and refine public records definitions and the Public Records Request process, design and implement file arrangements and develop social media archival and retention policies and procedures. IQBG consultants have used this same approach for over thirty successful ECRM Assessment and Strategic Roadmap projects in the last ten years.

Additionally, IQBG Consultants will conduct reviews of Florida legislation, Attorney General and Cout Opinions, as well as changes to the Florida Administrative Code and Retention Schedules to determine if changes to the schedule or retention rules are necessary. Meetings with be conducted with the departments to review proposed changes and discuss revisions suggested by department members and to provide any guidance or training needed. We will work to compile a disposition listing of eligible records and oversee the destruction process. IQBG Consultants will also be available during the year, for an hourly fee, to assist with issues or questions regarding the Record Schedule.

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, as well as destruction processes. 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.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- 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. Also, our HLA is proven to deliver successful projects, and the IQBG team that will be performing the work has much experience performing HLA projects and 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 using MS Track Changes and collaboration in the MS Teams site (or another collaborative platform preferred by the City).

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Our proven HLA approach proposed for the City's RM project 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 RFP.

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, asses 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

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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 preparation 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.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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

Annually, IQBG Consultants will conduct a review of potential changes to the Record Plan based on new Florida legislation, changes to the Florida Administrative Code and Retention Schedules, and Attorney General or Court Opinions to determine if changes to the schedule or retention rules are necessary. Meetings with be conducted with the departments to review proposed changes and discuss revisions suggested by department members. We will collaborate with the City's team to compile data to finalize each year's disposition list and monitor the destruction process to ensure it is conducted in accordance to policy. IQBG Consultants will also be available during the year, for an hourly fee, to provide assistance with issues, training or questions regarding the Record Schedule.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

5 Experience & Qualifications

IQBG is a Records Management (RM), Information Governance (IG), and Enterprise Content Management (ECM) advisor to Federal agencies, state & local governments, and private sector clients throughout North America and Canada. IQBG provides services relating to every aspect of Records Management from advising on strategy and governance, to performing needs assessments, to developing policies and procedures, to designing functional classification and retention schedule solutions, to developing digitization plans based on access and retention requirements, and performing digitization of paper records, and providing acquisition, implementation, and on-going support 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 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 District of Sechelt unique requirements. Your success is our success.

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

IQBG developed the industry's first RM/ECRM Assessment and Strategic Plan Development methodology, adopted as an industry standard by AIIM, that we are proposing to use for WSCC'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 RM/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.

RM/ECRM Services. **IQBG provides services relating to virtually every aspect of RM/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 RM/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 RM/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.

IQBG Culture – gather the best people from around the World. IQBG recognizes that our clients want RM/ECRM services and solutions built around their unique needs and provided by a team of professionals with deep expertise related to industry best practices and approaches and proven through actual project experience. We believe that our clients' requirements led to our approach: gather the best thinkers related to RM/ECRM from around the world and then deliver solutions locally. With a vast base of intellectual capital and staff that bring years of experience and a thorough knowledge of industry best practices, we have built a professional services company of extremely high performance.

Experienced People. **Our personnel are exceptionally experienced – they average more than 15 years of experience each.** They have worked on numerous RM/ECRM projects in the public and private sectors. IQBG professionals are frequently asked to speak at industry conferences, author white papers, contribute to analyst reviews, and to develop industry standards and certification requirements.

RM/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

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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 RM/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 RM/ECRM.

Clients. IQBG has worked with numerous commercial and government organizations across most industry sectors. Our clients include some of the world's leading companies including Verizon, Campbell Soup, Intel, Coca Cola Enterprises, and Wachovia. In addition to numerous State and Local governments across North America, among our public sector clients are the U.S. Department of the Interior, U.S. Department of Transportation, the General Accountability Office (GAO) and many other agencies. The graphics below display some of our satisfied public and private sector customers.

Figure 5.0-1. IQBG Public and Private Sector Experience



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Figure 5.0-1. IQBG Public and Private Sector Experience



Over the past 24 years, we have implemented more than 100 enterprise programs for satisfied clients in over 47 states in the U.S., in Canadian provinces and for numerous international companies. We are recognized in the industry as a proven leader for designing, implementing and supporting EIM solutions including those built on the M365 platform. Our methodology for performing EIM assessments and developing multi-year roadmaps for our clients was adopted as an industry best practice. Our employees hold leadership positions in EIM standards organization like AIIM, ARMA and others.

We leverage our experience designing and implementing large-scale EIM solutions for commercial and public sector clients to bring lessons learned and reusable solution models to our clients. Our experience includes designing, implementing, and supporting the largest EIM solution that currently exists for a federal agency supporting over 30,000 users and processing over 70 million content objects per month. This prior experience enables us to know exactly what to look out for and how to develop plans that lead to project success; client sponsorship, change management and digital enablement are key. Our long-term relationships with our clients have established our company as a trusted guide and advisor.

The customers that we serve include commercial clients, state and local governments, and the federal government. Our expertise encompasses: document management; records management; eDiscovery; improving processes through automation; and providing easier and more secure access to information. Our consultants know how to integrate unstructured and structured information together to truly provide EIM solutions.

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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 Amanda Rush, 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 RFP).

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 RFP.

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 below. 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 project manager.



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.

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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.



Amanda Rush, currently an ECM Consultant at IQBG, brings a wealth of experience, showcasing her capabilities as a seasoned professional in Records Management. During a contract with the National Nuclear Security Administration, Amanda led critical initiatives such as creating storage structures for In-Progress Records, developing SOPs, and supporting FOIA and Litigation Hold requests. She played a key role in upgrading Records Management/Team Management to SharePoint, aligning Document Retention Schedules with National Archives and Records Administration (NARA) and DOE/NNSA guidelines. Additionally, she presented at the AIIM Annual Conference in Denver, CO, sharing her insights on Information Governance and Records Management distinctions, further emphasizing her leadership and industry impact.

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6 Schedule

The graphic shown in Table 6.0-1 below provides an estimated schedule of activities and timeline.

Table 6.0-1. Estimated Lead Times – 1 Year

Task Name	Duration	Start	Finish
City of Opa-Locka -Public Records Management Project	**51 days**	**Mon 07/15/2024**	**Fri 09/27/2024**
Project Initiation	**5 days**	**Mon 07/15/2024**	**Fri 07/19/2024**
Pre-start Efforts	5 days	Mon 07/15/2024	Fri 07/19/2024
Project Initiation Workshop and Project Planning	5 days	Mon 07/15/2024	Fri 07/19/2024
PIW Complete - Finalized Project Plan	0 days	Mon 07/15/2024	Fri 07/19/2024
Phase I - Records Retention Schedule Review and Update	**35 days**	**Mon 07/22/2024**	**Tue 09/10/2024**
Reivew the City's current Schedule to ensure compliance, evalutate the retention periods, and create format for the Schedule	25 days	**Mon 07/22/2024**	**Mon 08/26/2024**
Conduct department review meetings	25 days	Mon 07/22/2024	Mon 08/26/2024
Create inventory of business records	25 days	Mon 07/22/2024	Mon 08/26/2024
Evaluate current software system and generate proposal	25 days	Mon 07/22/2024	Mon 08/26/2024
Recommend and develop changes to the Schedule	25 days	Mon 07/22/2024	Mon 08/26/2024
Meeting(s) with City Clerk and Management to review final draft of the Schedule	25 days	Mon 07/22/2024	Mon 08/26/2024
Produce Final Schedule	10 days	Tue 08/27/2024	Tue 09/10/2024
Conduct any final meetings	10 days	Tue 08/27/2024	Tue 09/10/2024
Phase II - Implementation of Final Schedule and Training	**11 days**	**Wed 09/11/2024**	**Thurs 09/26/2024**
Assist with creating new, reviewing and/or revising associated Policies, Procedures, and Forms	11 days	Wed 09/11/2024	Thurs 09/26/2024
Provide citywide (at least one) training	11 days	Wed 09/11/2024	Thurs 09/26/2024
Project Complete	**0 days**	**Fri 09/27/2024**	**Fri 09/27/2024**

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7 Pricing of Services

Please see Price Proposal Form on the following page. Below is a breakdown of the proposed pricing for this engagement. The pricing is segmented by phases as a fixed price. Any travel expenses will be billed at cost. Post production, or annual support, will be billed at an hourly rate.

REQUIREMENT	COST
Project Initiation	$6,700
Phase I - Records Retention Schedule Review and Update	$78,325
Phase II - Implementation of Final Schedule and Training	$15,400
Travel	$6,880
Project Complete:	**$107,305**
Phase 3: Retention Schedule Annual Services • Monitoring necessary changes to Record Plans, Policies, and Procedures, Compiling annual disposition list and overseeing destruction, Q&A assistance and training (up to 240 hours annually) billed hourly per request received; any additional hours above 240 will be billed at $210 per hour	$195 (hourly rate)

TOTAL COST: $ 107,305

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8 References

8.1 Broward County, Florida

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:	Carlos R. Alvarado – Application Services Group Broward County Enterprise Technology Services 1 North University Drive, Suite 4113A Plantation, FL 33324-2019 (954) 537-5716
Contact Amount:	$385,000

8.2 Halifax Regional Municipality

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
Contract Amount:	$495,914.50 CAD

8.3 Harris County, Texas

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:	Christee Lewis, Manager, Document Management Application Development

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	Harris County Universal Services (713) 274-7632 Christee.lewis@us.hctx.net
Contract Amount:	$74,000

8.4 Fayetteville Public Works Corporation

Client:	**Fayetteville Public Works Corporation**
Brief Description of Project:	RM High Level Assessment (HLA) to support the enhancement of the City's RM/ECRM Program. Included development of Policies and Records Schedule, RM Solution Recommendation, and developed Enterprise Reference Architecture for M365 tenant.
Completion Date:	May 2021 – August 2022
Contact Person:	Kevan Meltzer, Innovations & Business Solutions Manager, Fayetteville Public Works Commission (910) 223-4724 kevan.meltzer@faypwc
Contract Amount:	$117,000

8.5 Parkland Health

Client:	**Parkland Health**
Brief Description of Project:	Reviewed information governance requirements for research team's content and developing M365 retention rule workflow recommendations.
Completion Date:	March 2024 - Present
Contact Person:	Denise Pickett, CRM/NS/FED, IGP, MBA Director Records & Information Management / PIAO Parkland Health 214.590.8045 denise.pickett@phhs.org
Contract Amount:	$32,000

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9 Additional Forms

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9.1 Proposer Qualifications

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RFP NO. 24-0510200

PUBLIC RECORDS MANAGEMENT

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with 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 (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 11/05/2001 State in which Incorporated: Delaware

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 CEO	09/01/2010
Jamie Aguilar President	07/01/2021
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: 10 years

8. 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.*

9.2 Certification Regarding Debarment and Suspension

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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, County, State, Federal, or other 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.

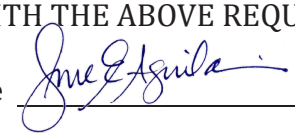
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer 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 an 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 1(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 Jamie Aguilar, President

9.3 Drug Free Workplace Certification

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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 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.

06/10/2024 _____
Date Signature

9.4 Non-Discrimination Affidavit

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RFP 24-0510200

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: Contract Administrator

State of ~~Florida~~ Virginia County of Chesterfield

The foregoing instrument was acknowledged before me via ☑ physical presence OR ☐ online notarizations this 6th day of June, 2024.

By Tammy Camden

Personally known ✓ OR produced identification _____

_____

Notary Public

My Commission Expires 12/31/2026

Catherine Ann Touchette
Commonwealth of Virginia
Notary Public
Commission No. 7370930
My Commission Expires 12/31/2026

9.5 E-Verify Form

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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.

RFP 24-0510200

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.

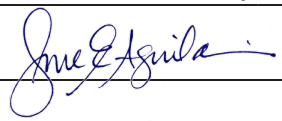
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize 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: The IQ Business Group, Inc.

Authorized Signature: 

Print Name: Jamie Aguilar

Title: President

Date: 06/10/2024

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

The IQ Business Group, Inc.

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

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

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

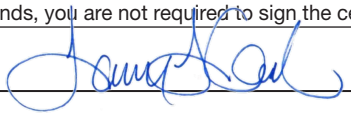
0	1	–	3	5	8	1	8	9	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person**  **Date** 06/10/2024

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RFP 24-0510200

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: Contract Administrator

State of ~~Florida~~ Virginia County of Chesterfield

The foregoing instrument was acknowledged before me via ☑ physical presence OR ☐ online notarizations this 6th day of June, 2024.

By Tammy Camden

Personally known ✓ OR produced identification _____

_____

Notary Public

My Commission Expires 12/31/2026

Catherine Ann Touchette
Commonwealth of Virginia
Notary Public
Commission No. 7370930
My Commission Expires 12/31/2026

RFP NO. 24-0510200

PUBLIC RECORDS MANAGEMENT

PROPOSER QUALIFICATIONS

The Proposer, in conjunction with 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 (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 11/05/2001 State in which Incorporated: Delaware

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 CEO	09/01/2010
Jamie Aguilar President	07/01/2021
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: 10 years

8. 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.*

Fairfax County
Dept. Tax Administration,
12000 Government Center Pkwy
Suite 223
Fairfax, VA 22035

IQ BUSINESS GROUP,INC THE
1751 PINNACLE DR STE 600
MC LEAN VA 22102-4007

2024 BUSINESS LICENSE INFORMATION

ACCOUNT #:	000-13-3043	**CLASSIFICATION:**	CONSULTANT/SPECIAL OCCUP
ORDINANCE CODE:	47236-03	**LOCATION:**	1751 PINNACLE DR 600
NAICS:	541611	**LICENSE NUMBER:**	2463235

Business licensing is a form of local taxation of gross receipts generated from business activity in Fairfax County.

Business licenses must be renewed annually by March 1st and filing should be completed online at www.fairfaxcounty.gov/taxes or by mail.

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 711), or send us e-mail through our website, www.fairfaxcounty.gov/taxes.

Detach along this perforation

FAIRFAX COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE
12000 Government Center Parkway Fairfax, VA 22035, Phone: 703-222-8234

BUSINESS LOCATION:
1751 PINNACLE DR 600
MCLEAN VA 22102-4007

BUSINESS OWNER:
IQ BUSINESS GROUP,INC THE

TRADE NAME:
IQ BUSINESS GROUP,INC THE

BUSINESS MAILING ADDRESS:
1751 PINNACLE DR 600
MCLEAN VA 22102-4007

COUNTY OF FAIRFAX 2024 1742 VIRGINIA

LICENSE NUMBER:
2463235

LICENSE TAX PERIOD:
January 01, 2024 TO **December 31, 2024**
THIS LICENSE IS VALID THRU MARCH 1, 2025

CLASSIFICATION:
CONSULTANT/SPECIAL OCCUP

Young Tarry, Director
Personal Property & Business License Division
Department of Tax Administration

Jay Doshi, Director
Department of Tax Administration

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.

RFP 24-0510200
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(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:

_____	By: _____
Witness	Signature
Tammy Camden	Jamie Aguilar, President
Witness	Print Name and Title

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 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.

06/10/2024 _____
Date Signature

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2024

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

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

PRODUCER	CONTACT NAME:	
Provider Group 160 Gould Street Needham, MA 02494	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
INSURER B : Lloyd's of London	15792
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
THE IQ BUSINESS GROUP
1751 Pinnacle Drive
Suite 600
McLean, VA 22102

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			35826985	1/9/2024	1/9/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			73577137	1/9/2024	1/9/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			79838172	1/9/2024	1/9/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Prof Liability			ESM0139858214	1/30/2024	1/30/2025	Each Claim	1,000,000
B	Cyber Liability			ESM0139858214	1/30/2024	1/30/2025	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 an additional insured on General Liability, Auto Liability and Umbrella Liability Policies. Umbrella Policy follows form of General Liability and Auto Liability Policies. 30 days notice of cancellation except for non payment.

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
Suzanne Maxwell

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2024

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 23TN709867834 **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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 56-11-881-10	12/01/2023	12/01/2024	X 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:	12/01/2023	12/01/2024	**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

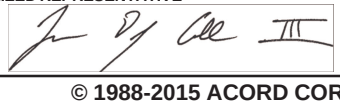
CERTIFICATE HOLDER

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



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AGREEMENT FOR PUBLIC RECORD MANAGEMENT SERVICES

THIS IS AN AGREEMENT, dated the____day of _____, 2024, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

IQ BUSINESS GROUP, INC.
a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONSULTANT for the Public Record Management Services, pursuant to RFP No. 24-0510200.

1.2 CITY finds it necessary to seek a professional, full-service company for Public Record Management Services.

1.3 CITY issued RFP 24-0510200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, 2024, CITY selected CONTRACTOR to perform services needed that will provide consulting services relating to Request for Proposals (RFP) 24-0510200.

1.5 Contractor's firm will be responsible for providing Public Record Management Services.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 24-0510200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and Exhibit "B" CONTRACTOR's response to RFP 24-0510200

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 24-0510200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to the RFP.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 24-0510200. The payment for services pursuant to this Agreement shall not exceed One Hundred Thousand Dollars ($100,000.00).

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-Locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty days (30) prior to the expiration of the date or modification of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage $1,000,000 per occurrence ($2,000,000 Aggregate).

5.6 Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number

and Policy Period.

5.7 Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

5.8 A certificate naming the City as an "additional insured" for General Liability is required.

5.9 Certificate holder should be addressed as follows: City of Opa-Locka 780 Fisherman Street, 4th Floor Opa-Locka, FL 33054

5.5 The CONTRACTOR shall hold the CITY, the City of Opa-Locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.10 The CITY reserves the right to require any other insurance coverage it deemsnecessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall ata minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is three (3) fiscal years with a two one-year renewable option, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-Locka City Commission and availability of annual appropriation.

11.2 This Agreement 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. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 24-0510200, Exhibit "A", and the CONTRACTOR's response to RFP 24-0510200 as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-Locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Darvin Williams, City Manager
City of Opa-Locka Municipal Complex
780 Fisherman Street, 4TH Floor
Opa-Locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

Contractor: Jamie Aguilar, President
1751 Pinnacle Drive Suite 600
McLean, VA 22102

Copy To: Registered Agents Inc
7901 4th St N STE 300
St. Petersburg, FL 33702

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-Locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____

Name: _____

Position: _____

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2024.

_____
NOTARY PUBLIC

My Commission Expires:

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 24-0510200
Public Records Management Services

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received by 2:00 p.m. on June 13, 2024 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 11:15 a.m. on the 18th day of June 2024.

PROPOSAL(S) RECEIVED

NAME/ADDRESS	Price Proposal	
1. **Dynamic Document Services** **133 NE 2nd Avenue, Ste 2612** **Miami, FL 33132** **Contact: Nareg Halajian, President** **Tele: 855.866.2627** **Email: ndh@dynamicdocuments.com**	**Lump Sum** **Ongoing Service** **Hourly Rate Onsite** **Hourly Rate Offsite**	**$16,550.00** **$5,750.00** **$120.00** **$120.00**
2. **IQBG, Inc.** **1751 Pinnacle Drive** **McLean, VA 22102** **Contact: Jamie Aguilar, President** **Tele: 703.395.2041** **Email: jaquilar@iqbginc.com**	**Lump Sum** **Retention Schedule** **Hourly rate**	**$107,305.00** **Annual Services** **$195.00**

Please note the proposal for IQBG, Inc. was submitted via Demand Star (e-bid) and provided to the City Clerk by the city's Procurement Officer on June 13, 2024.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Junior Bergel
Purchasing Officer
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

1. Summary

Meeting tit	Evaluation Committee Meeting for RFP 24-0510200 Public Records Management
Attended p	5
Start time	8/05/24, 9:54:58 AM
End time	8/05/24, 10:41:58 AM
Meeting du	47m
Average at	38m 38s

2. Participants

Name	First Join	Last Leave	In-Meeting	Email	Participant	Role
Junior Berg	8/05/24, 1(	8/05/24, 1(	39m 21s	jbergel@O	jbergel@O	Organizer
Alex Webb	8/05/24, 1(	8/05/24, 1(	38m 31s	AWebb@ic	AWebb@ic	Presenter
Eve Rainey	8/05/24, 1(	8/05/24, 1(	38m 30s	ERainey@i	ERainey@i	Presenter
Nareg Hala	8/05/24, 1(	8/05/24, 1(	38m 29s	ndh@dyna	ndh@dyna	Presenter
Ewan Maca	8/05/24, 1(	8/05/24, 1(	38m 20s	emacaulay	emacaulay	Presenter

3. In-Meeting Activities

Name	Join Time	Leave Time	Duration	Email	Role
Junior Berg	8/05/24, 1(	8/05/24, 1(	39m 21s	jbergel@O	Organizer
Alex Webb	8/05/24, 1(	8/05/24, 1(	38m 31s	AWebb@ic	Presenter
Eve Rainey	8/05/24, 1(	8/05/24, 1(	38m 30s	ERainey@i	Presenter
Nareg Hala	8/05/24, 1(	8/05/24, 1(	38m 29s	ndh@dyna	Presenter
Ewan Maca	8/05/24, 1(	8/05/24, 1(	38m 20s	emacaulay	Presenter

EVALUATION MATRIX

RFP No. 24-0510200 Public Records Management

Firm Name: Dynamic Documents

Evaluation

Reviewer Name:		Joanna Flores		Shamecca Lawson		Niema Gantt					
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**				
Experience and Qualification	15%	3	0.45	2	0.30	4	0.60				
Quality of Service	20%	2	0.40	3	0.60	3	0.60				
References	35%	3	1.05	3	1.05	4	1.40				
Proposed Fee	30%	3	0.90	3	0.90	3	0.90				
Total	**100%**		**2.80**		**2.85**		**3.50**				

Firm Name: IQ Business Group, Inc

Evaluation

Reviewer Name:		Joanna Flores		Shamecca Lawson		Niema Gantt					
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**				
Experience and Qualification	15%	5	0.75	4	0.60	3	0.45				
Price Proposal	20%	4	0.80	4	0.80	3	0.60				
Resources and approach	35%	4	1.40	4	1.40	4	1.40				
References	30%	4	1.20	2	0.60	4	1.20				
Total	**100%**		**4.15**		**3.40**		**3.65**				

FIRM SELECTED

Reviewer:

	Dynamic Documents	IQ Business Group, Inc
Joanna Flores	2.80	4.15
Shamecca Lawson	2.85	3.40
Niema Gantt	3.50	3.65
AVERAGE RATING	**3.05**	**3.73**

Sponsored By: City Manager

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING FINAL PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, AMDI USA, Inc., desires to continue the operation of their concrete batching plant on this eight-parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the applicant will take steps to mitigated or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, the applicant seeks to obtain Final Plat approval in accordance with the requirements of the City of Opa-Locka and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions" – Plats and Platting, to unify the site, dedicate as a right-of-way a portion of NW 131st Street and to incorporate within this site a portion of NW 130th Street and a portion of NW 30th Court; and

WHEREAS, the Planning and Zoning Board has considered the application for Final Plat Review approval at a public meeting on November 17, 2020 by a 5-0 vote. and recommended approval of the tentative plat application; and

WHEREAS, a public hearing was held for the City Commission to consider the plat application attached hereto and provided herein as Exhibit "A"; and

WHEREAS, the City Commission for the City of Opa-Locka reviewed the recommendation from the Planning & Zoning Board; and

WHEREAS, the City desires to approve/deny the Final Plat attached hereto as Exhibit "A" to this Resolution.

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. APPROVAL/DENIAL

The City Commission of the City of Opa-Locka hereby approves / denies the request for Final Plat approval for Operation of a Concrete Batching Plant and Finished Concrete Production Company Facility on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District.

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this _____ day of _____, 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:**	DocuSigned by: Gregory Gay		
City Manager:	Darvin E. Williams			**CM Signature**	D. E. Williams		
Commission Meeting Date:	9.11.2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes** X	**No**	**Yes**	**No**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes** X		**No**
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation; however, the review and approval of these requests would bring this

operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight-parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations.

This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

The applicant was previously approved for a Tentative Plat in accordance with the requirements of the City of Opa-locka and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions" – Plats and Platting, to unify the site, dedicate as a right-of-way a portion of NW 131st Street and to incorporate within this site a portion of NW 130th Street and a portion of NW 30th Court. This Tentative Plat request was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 5-0 vote. The applicant has complied with the additional requirements of Miami Dade County Code, Chapter 28, "Subdivisions" and now seeks approval of the Final Plat for this site. The City Surveyor has reviewed and approved this Final Plat.

HISTORY

During the 2021 Legislative Session, the Florida Legislature adoption changes to Chapter 163, Section 163.3177 – Required and optional elements of comprehensive plan; studies and surveys. This change created Subsection 163.3177 (6)(i) which requires that governmental entities respect judicially acknowledged and constitutionally protected private property rights. The bill was signed into law by the governor on June 29, 2021. As part of this requirement, a new Property Rights Element must be incorporated into the City's Comprehensive Plan.

Financial Impact- There is no financial impact for this item and therefore will have no impact on the future of the General Fund sustainability.

Proposed Action:

PCD Staff recommends approval of this Final Plat.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Final Plat

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2022-2023

TOTAL FEES: $_____New Fees as of October 1, 2015

FY 2020-2021 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 4, 2022	August 19, 2022
November 8, 2022	September 16, 2022
December 6, 2022	October 14, 2022
January 3, 2023	November 18, 2022
February 7, 2023	December 16, 2022
March 7, 2023	January 13, 2023
April 4, 2023	February 18, 2023
May 2, 2023	March 17, 2023
June 6, 2023	April 14, 2023
July 11, 2023	May 19, 2023
August 1, 2023	June 16, 2023
September 5, 2023	July 21, 2023

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1503
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 5837 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: IDMA Holdings LLC

PROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave., Opa-Locka, FL
Number/Street City State/Zip Code

APPLICANT'S NAME: AMDI USA, Inc.

APPLICANT'S ADDRESS: 13050 NW 30th Ave., Opa-Locka, FL
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805

SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.
Number/Street

TAX FOLIO NUMBER: See attached PRESENT ZONING: I-2

LEGAL DESCRIPTION: See attached

Please check specific request:

___Tentative Plat
X Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
___Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
___Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

_____Completed application form

_____Application fee payable to the City of Opa-locka by check or money order

_____Copy of property owner's and/or applicant's driver license/photo I.D. & Incorporation Documents (Inc., LLC, …)

_____Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

_____All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

_____Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

_____Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)

_____Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

_____Narrative concept must be submitted with application

AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am the **OWNER** of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

_____
Signature

_____
Date

Sworn to and subscribed before me:

This _____day of _____, _____

_____ My commission expires _____
Notary Public
Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Alex Orozco., being first duly sworn, depose and say that I am the owner of the property legally described as:
see attached letter dated April 16, 2020

I do give to Hope Calhoun, ESq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope W Calhoun, ESq. to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

Date

Sworn to and subscribed before me.

This 5 day of August 2020

Notary Public

My commission expires: 4/1/23

Notary Public State of Florida
Diana Quinchia
My Commission GG 318250
Expires 04/01/2023

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code Ordinance 15-31

GLEN HANKS
consulting
engineers, inc.

April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description
Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH
The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

Tax Folio Numbers

1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional

7522 wiles rd., ste 203-B, coral springs, fl. 33067
phone: 954-752-8860 fax: 954-752-8869 EB#26034


Florida
The Sunshine State
CDL CLASS A
O620-001-60-362-0
ALEX A
ORozco
6591 W WEDGEWOOD AVE
DAVIE FL 33331-2947
DOB 10-01-1960 SEX M
ISSUED 04-02-2012 HGT 5-08
EXPIRES 10-02-2020
ENDT
CLASS M
REPLACED 01-27-2017
MOTORCYCLE ALSO

Department of Environmental Resources Management
Environmental Resources Management
701 NW 1st Court 4th Floor
Miami, Florida 33136-3912
T 305-372-6764 F 305-372-6543

miamidade.gov

Date: 5/10/2023

To: Platting and Traffic Review Section
Department of Regulatory and Economic Resources

Re: Tentative Plat, Number: T-24822-Review #2
Subdivision: AMDI USA, Inc.
Agenda Date: 05/11/2023

RECOMMENDATION: Overall Approved

This office has reviewed the referenced **PLAT** and recommends the following:

Office of Code Coordination and Public Hearings: (Approved)
Voice: 305-372-6764, Fax: 305-372-6543

As per the development information provided on the plat, the existing use/building are to remain. The express purpose of the plat is to close, vacate and abandon from public use portions of right of ways and utility easement. No additional development requiring water and wastewater service is proposed.

Please be advised, any future development on the subject property must comply with Section 24-43 of the Code of Miami-Dade County (the Code).

For additional information please contact Ingrid.Guerrero@miamidade.gov.

Final Plat Condition: None.

Water Control (Approved)
Voice: 305-372-6681, Fax: 305-372-6489

Project Area: 3.82 Acres
County Flood Criteria: + 6.3 ft. N.G.V.D.
FEMA Flood Zone & Flood Elevation: Zone X, AH - 7

Based on the express purpose of this plat as indicated in the subject plat, this office has no objection to the recordation of this plat.

Please be advised that because of the above referenced project current or past land use, DERM requires a review and approval from the Pollution Remediation Section (PRS) as it relates to environmental contamination issues. Therefore, to ensure that this activity will not cause an environmental impact on surface water or groundwater due to the possibility of contaminated areas, additional groundwater or soil sampling requirements and and/or a

Delivering Excellence Every Day

Class VI Permit may be required as determined by DERM. Please contact the Pollution Remediation Section (PRS) at 305-372-6700 for additional information.

Site shall be filled in a manner so as to prevent the flooding of adjacent properties. Interceptor swales shall be constructed on-site with no encroachment over adjacent properties.

Please contact Kaheill S. Whittaker of the DERM Water Control Section at (305) 372-6967 or via email whittk@miamidade.gov for further assistance.

Final Plat Condition: None.

Trees (Approved)
Voice: 305-372-6574

An aerial review of the subject properties indicates the presence of tree resources to be identified as exotic pest plant and nuisance species as listed in Section 24-49.9 of the Code, which will not require a Miami-Dade County Tree Removal Permit to remove.

A Miami-Dade County Tree Permit is required prior to the removal and/or relocation of any tree that is subject to the tree preservation and protection provisions of the Code. Projects and permits shall meet the requirements of Sections 24-49.2 and 24-49.4 of the Code.

In accordance with Section 24-49.9 of the Code, all plants prohibited by Miami-Dade County shall be removed from all portions of the property prior to development, or redevelopment and developed parcels shall be maintained to prevent the growth or accumulation of prohibited species.

Please contact Jennifer.Snell@miamidade.gov for additional information or concerns regarding this review.

Final Plat Condition: None.

Environment Monitoring & Restoration Division (No Action)
Voice: 305-372-6700

DERM does not object to the proposed T-Plat. DERM has records of current contamination issues on the subject site tracked under Super Tile (DERM file UT-3343). All construction plans (inclusive of drainage) and dewatering plans shall require the review and approval from the Environmental Monitoring and Restoration Division of DERM as it relates to environmental contamination issues. Be advised that the EMRD review of this application does not constitute an approval of any site plans, drainage plans, or development plans that may be included as part of this application.

Any contaminated portion of the site that is proposed to be sold, transferred or dedicated (including, but not limited to, for public right-of-way) to any public entity shall be identified on the tentative and final plat plans for this development. If any contaminated portion of the site is proposed to be sold, transferred or dedicated to the County, please note that all soil, groundwater or surface water contaminants, solid waste, and methane must be disclosed to the applicable County department at the earliest stage possible. The applicable County departments would include all departments that would receive or manage the proposed property, and for example, would include PROS for a park and DTPW for road right-of-way. Please note that the presence of any such contamination, solid waste, or methane or a delay by the applicant in disclosing such contamination or impacts to the applicable County departments could result in the county declining to accept the proposed dedication. This may in turn result in the need for the developer to reconfigure or change previously approved site plans, or make

other changes to the proposed development, which may require approval after public hearing. If an applicant elects to address soil contamination, groundwater contamination, solid waste and methane via a No Further Action with Conditions, each individual property owner will be required to execute a restrictive covenant. Please note that nothing stated herein may be interpreted to limit or restrict an engineer's or other professional's responsibility to prepare plans accurately and completely for proposed rights-of-way as well as any other projects or plans.

Please contact Thomas Kux, P.G. at Thomas.kux@miamidade.gov if you have any questions.

Final Plat Condition: EMRD Approval Required.

If you have any questions regarding elements of this review, please contact the appropriate office using the provided contact phone number or email.

Sincerely,

Lisa M. Spadafina, RER Assistant Director
Division of Environmental Resources Management
Regulatory and Economic Resources Department

IMPORTANT NOTICE TO APPLICANT:

THIS APPLICATION CONSISTS OF TWO (2) PAGES. BOTH PAGES MUST BE COMPLETED AND SUBMITTED IN ORDER TO PROCESS

Submittal deadline for this application and all associated documentation is Monday, 9:00AM. The fee amount will be calculated once this application is received and processed. In order for this item to be placed on the next available Plat Committee Agenda, the full correct fee must be paid no later than the following day, Tuesday, noon time. **Failure to submit this form and fees by the aforementioned deadlines will result in this item not being placed on the next available Plat Committee agenda.**

FOR OFFICIAL USE ONLY:

Agenda Date: _____

Tentative No.: T- _____

Received Date: _____

Number of Sites : (8)

APPLICATION FOR PLAT OF SUBDIVISION DEVELOPMENT

Municipality: OPA LOCKA ☑ Sec.: 28 Twp.: 52 S. Rge.: 41 E. / Sec.: ____ Twp.: ____ S. Rge.: ____ E.

1. Name of Proposed Subdivision: AMDI USA, TRACT
2. Owner's Name: IDMA HOLDINGS, LLC. Alex Orozco, Manager Phone: (305) 423-5805
   Address: 13050 NW 30th Avenue City: Opa-Locka State: FL Zip Code: 33054
   Owner's Email Address: alex@amdiusa.com
3. Surveyor's Name: Royal Point Land Surveyor's, Inc. Phone: (305) 698-9468
   Address: 6175 NW 153 St. Suite 321 City: Miami Lakes State: FL Zip Code: 33014
   Surveyor's Email Address: INFO@ROYALOINTLS.COM
4. Folio No(s).: 08-2128-002-0020 / 08-2128-002-0030 / 08-2128-002-0040 / 08-2128-002-0050
5. Legal Description of Parent Tract: SEE ATTACHED
6. Street boundaries: 130 NW 30th Avenue and 131 NW 30 AVE
7. Present Zoning: 1-2 Industrial District Zoning Hearing No.: RESOLUTIONS; SEE ATTACHED.
8. Proposed use of Property:
   Single Family Res.(____ Units), Duplex(____ Units), Apartments(____ Units), Industrial/Warehouse(156,398 Square .Ft.),
   Business(____ Sq. Ft.), Office(____ Sq. Ft.), Restaurant(____ Sq. Ft. & No. Seats ___), Other (____ Sq. Ft. & No. of Units ____)
9. Does the property contain contamination? YES: ○ NO: ◉

NOTE: Attach list of all plat restrictions zoning conditions or any other declarations, restrictions, covenants that might affect this Tentative Plat.

Any soil groundwater or surface water contaminants exceeding standards or criteria outlined in local, state, and/or federal law, shall be disclosed. Futhermore, any portion of the of the property to be conveyed (including right-of-way) must be identified, and the receiving entity must be made aware of the contamination and accept the conveyance. Documentation of acceptance from each entity shall be provided with the plat application.

Be advised that Miami-Dade County will not accept the conveyance of contaminated property for right-of-way: right-of-way areas must be fully restored to applicable local, state, and/or federal standards or criteria.

Please note nothing stated herein may be interpreted to limit or restrict an engineer's or other professional's responsibility to prepare plans accurately and completely for proposed right-of-way as well as any other projects or plans. For proposed dedications of non-right-of-way properties, any soil, groundwater or surface water contaminants must be disclosed to the County Department at the earliest stage possible. The presence of any such contamination or delay in disclosure of such contamination could result in the County declining the acceptance of the proposed dedication, the need for the developer to reconfigure or change previously approved site plans, or conduct changes to the proposed development may be required. The applicant may contact the DERM Environmental Monitoring and Restoration Division at 305-372-6700 for additional information.

THIS APPLICATION CONSISTS OF TWO (2) PAGES. BOTH PAGES MUST BE COMPLETED AND SUBMITTED IN ORDER TO PROCESS

I HEREBY CERTIFY that I am the owner of the parcel(s) described in Item 5 and that the information contained in this application is true and correct to the best of my knowledge and belief. If applicable, attached is a list of all the restrictions/ restrictive covenants and declarations in favor of Miami-Dade County.Attached is a copy of the recorded deed showing my acquisition of this land. In addition, I agree to furnish additional items as may be necessary such as abstract or Opinion of Title to determine accurate ownership information. Furthermore, I am aware that the use of a public water supply and/or public sewer system may be required for this development. If so required, I recognize that engineering drawings for the extension of these utilities must be approved by the appropriate utility entity and by D.R.E.R. prior to the approval of the final plat.

Pursuant to Florida Statutes 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree, punishable as provided in FS. 775.082 or FS. 775.083.

STATE OF FLORIDA)

SS:

COUNTY OF MIAMI-DADE)

Signature of Owner: _____

(Print name & Title here): Alex Orozco, Manager of Idma Holdings LLC.

BEFORE ME, personally appeared Alex Orozco **this** 8 **day of** July, 2022 **A.D. and (he/she) acknowledged to and before me that (he/she) executed the same for the purposed therein. Personally known** X **or produce** _____ **as identification and who did (not) take an oath.**

WITNESS my hand and seal in the County and State last aforesaid this 8 **day of** July, 2022 **A.D.**

VICTORIA ELIZABETH CASTANO
Notary Public - State of Florida
Commission # GG 300088
My Comm. Expires Feb 10, 2023
Bonded through National Notary Assn.

(NOTARY SEAL)

Signature of Notary Public: _____

(Print, Type name here: Victoria Castano **)**

FEB 10, 2023 **(Commission Expires)**

GG 300088 **(Commission Number)**

Note: The reverse side of this sheet may be used for a statement of additional items you may wish considered.

“EXHIBIT A”

LEGAL DESCRIPTION

FOLIOS NOS:

08-2128-002-0020
08-2128-002-0030
08-2128-002-0040
08-2128-002-0050
08-2128-002-0060
08-2128-002-0090
08-2128-004-0330
08-2128-004-0380

Lots 1, 2, 3, 4, 5, and 8, Block 360, EAST VIEW GARDEN LAKE ADDITION, according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

AND

The West 1/2 of Tract 21, NILE GARDENS, Section I and II, according to the plat thereof as recorded in, Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

AND

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, NILE GARDENS, Section I and II, according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

LEGAL DESCRIPTION

FOLIO NUMBERS:

08-2128-002-0020
08-2128-002-0030
08-2128-002-0040
08-2128-002-0050
08-2128-002-0060
08-2128-002-0090
08-2128-004-0330
08-2128-004-0380
08-2128-002-0100

All those portions of N.W. 30th. Court and N.W.130th. Street, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plot Book 51, Page 17, Public Records of Miami-Dade County, Florida, being bounded by the following lines:

Bounded on the North by the North line of Block 360, extended Westerly to the East line of the West 1 /2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plot Book 31, Page 42, Public Records of Miami-Dade County, Florida;

Bounded on the West by the East line of the West 1 /2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida;

Bounded on the South by the centerline of N.W.130th. Street, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida, with its Westerly limits being the East line of the West l /2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami- Dade County, Florida, its Easterly limits being the East Lot of Lot 8, in Block 360, extending Southerly to the centerline of said N.W. 130th. Street, its Northerly limits being the Southerly line of said Lot 8;

Bounded on the East by the Westerly limits of Lots 1, 4, 5 and 8 in Block 360, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County. Florida.

Said portion containing approximately 11,369 square feet.

RESOLUTIONS OF CITY OF OPA LOCKA, FLORIDA

Resolution 21-9920

Resolution 21-9921

Resolution 21-9922

Resolution 21-9923

Ordinance Number: 2021-13

GRAPHIC SCALE

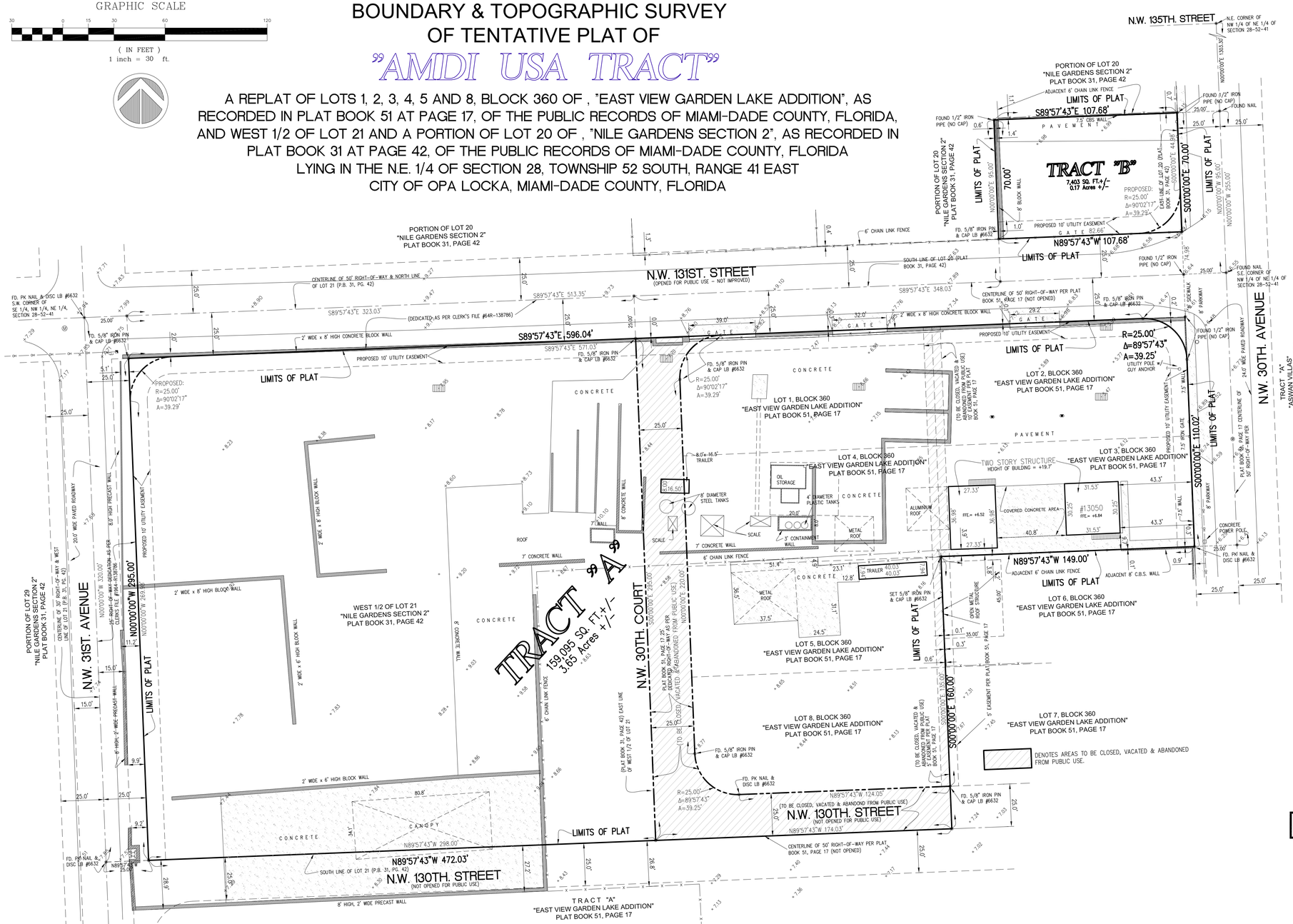
30 0 15 30 60 120

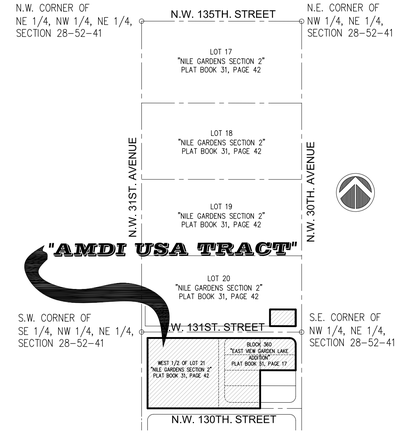
(IN FEET)
1 inch = 30 ft.

BOUNDARY & TOPOGRAPHIC SURVEY OF TENTATIVE PLAT OF

"AMDI USA TRACT"

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND 8, BLOCK 360 OF , "EAST VIEW GARDEN LAKE ADDITION", AS RECORDED IN PLAT BOOK 51 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND WEST 1/2 OF LOT 21 AND A PORTION OF LOT 20 OF , "NILE GARDENS SECTION 2", AS RECORDED IN PLAT BOOK 31 AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
LYING IN THE N.E. 1/4 OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA





PORTION OF THE WEST 1/2 OF N.E. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'

SURVEYOR'S NOTES:

1) The Legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. OPINION OF TITLE.
3) An examination of Commitment issued by OLD REPUBLIC NATIONAL TITLE INSURANCE, COMPANY, Agent's File No.: 01-2009-010885, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.
4) Accuracy.
The expected use of the land, as classified in the Standards of Practice (5J-17FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
5) All measurements shown hereon are made in accordance with the United States Standard Feet.
6) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
7) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
8) Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
9) The surveyor does not determine fence and/or wall ownership.
10) Ownership subjects to: OPINION OF TITLE.
11) Type of Survey: BOUNDARY/ TOPOGRAPHIC SURVEY.
12) The North arrow and Bearings shown hereon are based on a bearing of N.00°00'00"E along the East line of Block 360, of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, at Page 17, of the Public Records of Miami-Dade County, Florida, and all other bearings are relative thereto.
13) Flood Zone Data: Community/ Panel #120657/0138/L Dated: 9/11/2009
Flood Zone: "AH" & "X" Base Flood Elevation = +7.0'
14) Elevations shown hereon are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
15) Benchmark Used: Miami-Dade County Benchmark #N-463-NE. Elevation = +8.89'
16) Legal Description shown hereon as per above noted title commitment.
17) Present Zoning: I-2 (Industrial Planned District)
18) Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Sides = 15 feet
Source: City of Opa Locka Planning Development
19) Subject property has access to a public right-of-ways: NW 30th. Avenue & NW 31st. Avenue
20) Flood Criteria: +6.3' (as shown on AMENDED PLAT OF FLOOD CRITERIA MAPS, as recorded in Plat Book 91, Page 69 of the public records of Miami-Dade County, Florida.)
21) Site Development Data: Number of Tracts = 2
Tract "A" = Existing Structures to remain. Usage: Heavy Equipment Storage
Tract "B" = Surface Parking Area
Total Building Area = 2,000 square feet (existing)
22) All utilities are available for this site.
23) This PLAN OF SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.

24) The express purpose of this plat is to close, vacate and abandoned for public use portions of NW 30th Court and NW 130th Street and 10 utility easement.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: in the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary and Topographic Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description associated therewith, comply with all applicable requirements of Chapter 28, Subdivision Code of Miami-Dade County, Florida.

Copies of this Boundary and Topographic Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 7282

BY: _____
JACOB GOMIS, Professional Surveyor & Mapper No. 6231
State of Florida
Date of Survey: 08/05/2020
Date of Last Revision:

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd. Street – Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062/ Fax: 305-827-9669

LEGEND

Wood Fence
Chain Link Fence
Iron Fence
Monument Line
Centerline
Property Line

A=Arc
BRG=Bearing
CH=Chord
Δ=Delta
L=Length
R=Radius
T=Tangent
ø=Diameter

+ =Existing Elevations
CB =Catch Basin
W =Water Meter
=Electric Box
S =Sanitary Manhole
=Sprinkler Pump
=Wood Pole
=Conc. Pole
=Light Pole
=Fire Hydrant
=Water Valve
=Inlet
TV =Cable Tv Box
EM =Electric Meter Box
=Traffic Signal Box
=Gas Valve
=Monitoring Valve
M =Manhole

A/C=Air Conditioner
Conc. =Concrete
C.B.S. =Concrete Block & Stucco
D.E. =Drainage Easement
D.M.E.=Drainage Maintenance Easement
F.D.H. =Found Drill Hole
F.F.E. =Finish Floor Elevation
F.I.P. =Found Iron Pipe/Pin
F.I.R. =Found Iron Rebar
F.N. =Found Nail
F.N&D =Found Nail & Disc
F.P.L. =Florida Power Light Transformer
H =Height
L.M.E. =Lake Maintenance Easement
(M) =Measured
(P) =Platted
P.O.B. =Point of Beginning
P.O.C. =Point of Commencement
(R) =Record
Res. =Residence
SIP/R =Set Iron Pin/Rebar
S =Spread
U.E. =Utility Easement

CONTACT INFORMATION
OWNER: AMDI USA INC. **CONTACT: ALEX OROZCO** **TEL: (305) 200-4778** **EMAIL: ALEX@AMDIUSA.COM**
SURVEYOR: **JACOB GOMIS, PSM** **ROYAL POINT LAND SURVEYORS** **6175 NW 153rd STREET SUITE 321** **MIAMI LAKES, FL 33014** **OFFICE: (305) 822-6062** **FAX: (305) 827-9669** **EMAIL: INFO@ROYALPOINTLS.COM**

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

PROPERTY ADDRESS:

Property Address: 13050 NW 30th AVENUE, OPA LOCKA, FL 33054
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0030
Tax Folio #08-2128-002-0040
Tax Folio #08-2128-002-0050
Tax Folio #08-2128-002-0060
Tax Folio #08-2128-002-0090
Tax Folio #08-2128-004-0330
Tax Folio #08-2128-004-0380

DEVELOPMENT INFORMATION:

1- Present Zoning: I-2 (Industrial Planned District)
2- Number of Tracts = 2
3- Proposed Development: Tract "A" = Existing Structures to remain. Usage: Heavy Equipment Storage
Tract "B" = Surface Parking Area
Total Building Area = 2,000 square feet (existing)

NO.	DATE	DESCRIPTION	BY	APP.

RECORD OF REVISION

ROYAL POINT
LAND SURVEYORS, INC.
6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 // FAX.305-827-9669
L.B.# 7282

TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT

PREPARED FOR: AMDI USA INC.
13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA

DRAWN: J.G.
CHECKED: P.J.A.
SCALE: 1" = 30'
FIELD DATE: 06/13/2022
FIELD BOOK: RP22-0981

SHEET: 1 OF 1 SHEET

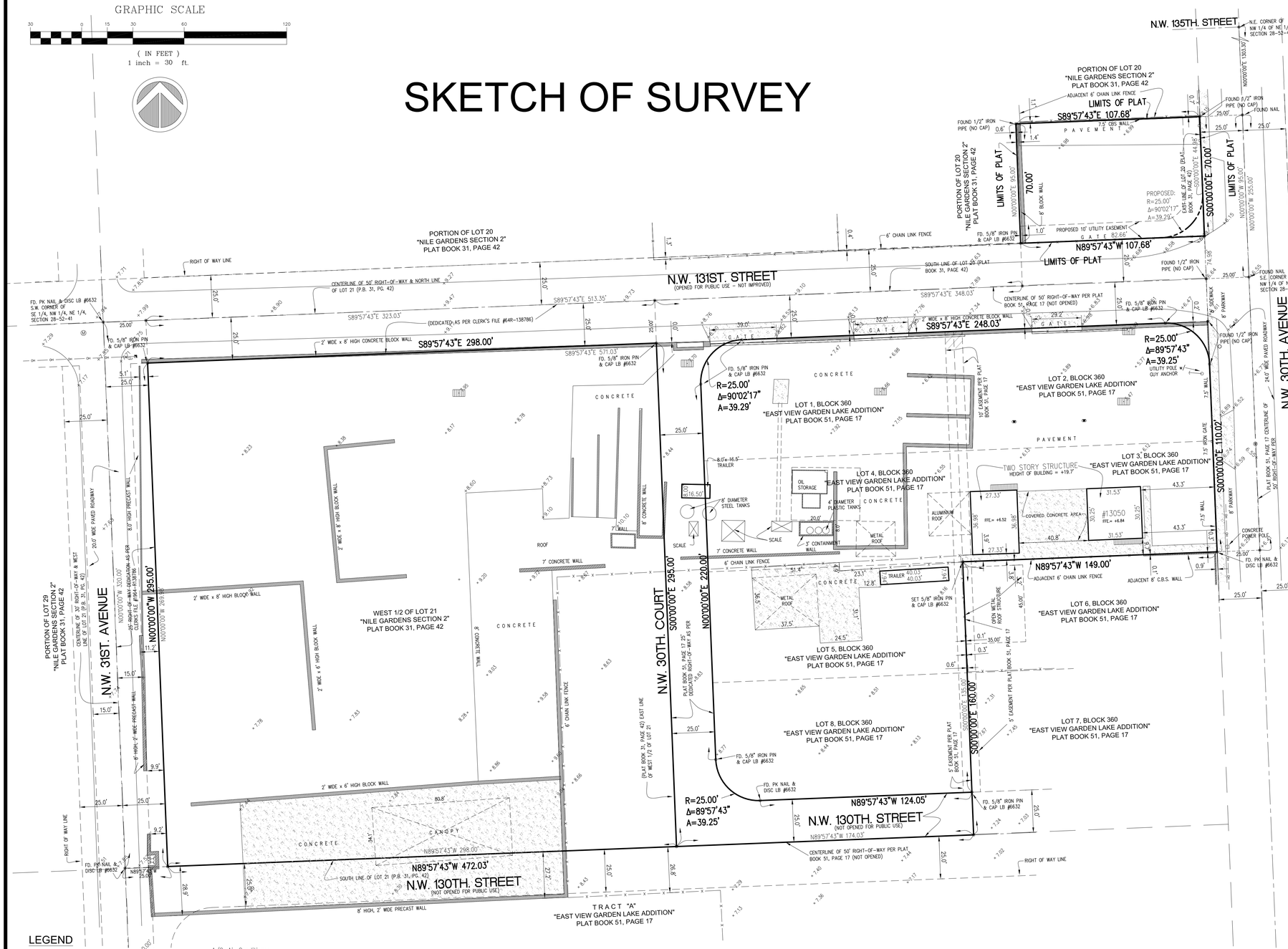
F:\DRAWING\13050 NW 30 AVENUE_ - AMDI USA TRACT\13050 NW 30 AVE_TENTATIVE PLAT UPDATE_RP22-0981.dwg 6/13/2022

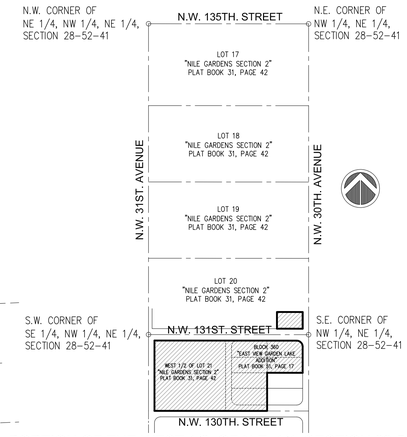
GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SKETCH OF SURVEY





PORTION OF THE WEST 1/2 OF N.E. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'

SURVEYOR'S NOTES:

1) The Legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. OPINION OF TITLE.
3) An examination of Commitment issued by OLD REPUBLIC NATIONAL TITLE INSURANCE, COMPANY, Agent's File No.: 01-2009-010885, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.
4) Accuracy.
The expected use of the land, as classified in the Standards of Practice (5J-17FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
5) All measurements shown hereon are made in accordance with the United States Standard Feet.
6) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
7) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
8) Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
9) The surveyor does not determine fence and/or wall ownership.
10) Ownership subjects to: OPINION OF TITLE.
11) Type of Survey: SKETCH OF SURVEY.
12) The North arrow and Bearings shown hereon are based on a bearing of N.00°00'00"E along the East line of Block 360, of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, at Page 17, of the Public Records of Miami-Dade County, Florida, and all other bearings are relative thereto.
13) Flood Zone Data: Community/ Panel #120657/0138/L Dated: 9/11/2009
Flood Zone: "AH" & "X" Base Flood Elevation = +7.0'
14) Elevations shown hereon are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
15) Benchmark Used: Miami-Dade County Benchmark #N-463-NE. Elevation = +8.89'
16) Legal Description shown hereon as per above noted title commitment.
17) Present Zoning: I-2 (Industrial Planned District)
18) Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Sides = 15 feet
Source: City of Opa Locka Planning Development
19) Subject property has access to a public right-of-ways: NW 30th. Avenue & NW 31st. Avenue
20) Flood Criteria: +6.3' (as shown on AMENDED PLAT OF FLOOD CRITERIA MAPS, as recorded in Plat Book 91, Page 69 of the public records of Miami-Dade County, Florida.)
21) All utilities are available for this site.
22) This PLAN OF SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: in the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following SKETCH OF SURVEY meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Copies of this Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 7282

JACOB GOMIS LICENSE No. 6231 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Jacob Gomis
Date: 2024.06.05 12:59:08-04'00'

BY: _____
JACOB GOMIS, Professional Surveyor & Mapper No. 6231
State of Florida
Date of Survey: 10/31/2023
Date of Last Revision:

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd. Street – Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062/ Fax: 305-827-9669

LEGEND

Wood Fence	=Existing Elevations
Chain Link Fence	=Catch Basin
Iron Fence	=Water Meter
Monument Line	=Electric Box
Centerline	=Sanitary Manhole
Property Line	=Sprinkler Pump
A=Arc	=Wood Pole
BRG=Bearing	=Conc. Pole
CH=Chord	=Light Pole
Δ=Delta	=Fire Hydrant
L=Length	=Water Valve
R=Radius	=Inlet
T=Tangent	=Cable Tv Box
ø=Diameter	=Electric Meter Box
	=Traffic Signal Box
	=Gas Valve
	=Monitoring Valve
	=Manhole

A/C=Air Conditioner
Conc. =Concrete
C.B.S. =Concrete Block & Stucco
D.E. =Drainage Easement
D.M.E.=Drainage Maintenance Easement
F.D.H. =Found Drill Hole
F.F.E. =Finish Floor Elevation
F.I.P. =Found Iron Pipe/Pin
F.I.R. =Found Iron Rebar
F.N. =Found Nail
F.N&D =Found Nail & Disc
F.P.L. =Florida Power Light Transformer
H =Height
L.M.E. =Lake Maintenance Easement
(M) =Measured
(P) =Platted
P.O.B. =Point of Beginning
P.O.C. =Point of Commencement
(R) =Record
Res. =Residence
SIP/R =Set Iron Pin/Rebar
S =Spread
U.E. =Utility Easement

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

AND:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

AND:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

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Tax Folio #08-2128-002-0060
Tax Folio #08-2128-002-0090
Tax Folio #08-2128-004-0330
Tax Folio #08-2128-004-0380

NO.	DATE	DESCRIPTION	BY	APP.

RECORD OF REVISION

ROYAL POINT
LAND SURVEYORS, INC.
6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 // FAX.305-827-9669
L.B.# 7282

PREPARED FOR: IDMA HOLDING LLC.
13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA

TYPE OF PROJECT: SKETCH OF SURVEY

DRAWN: J.G.
CHECKED: P.J.A.
SCALE: 1" = 30'
FIELD DATE: 10/31/2023
FIELD BOOK: RP23-1452

SHEET: 1 OF 1 SHEET

F:\DRAWING\13050 NW 30 AVENUE _ AMDI USA TRACT _ SEC 28-52-41\13050 NW 30 AVE_SURVEY FOR UNITY OF TITLE_RP23-1452 _ REV 6-5-2024.dwg 6/5/2024

Sponsored By: City Manager

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL PLAT REVIEW REQUEST FOR THE CONSTRUCTION / REHABILITATION AND OPERATION OF A CONSTRUCTION EQUIPMENT RENTAL COMPANY AT 2950 NW 132ND TERRACE AND 2990 NW 132ND TERRACE AND IDENTIFIED BY FOLIO 08-2128-004-0350 AND 08-2128-004-0340 IN THE I-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Rock and Dirt Construction Equipment Rental, LLC intends to rehabilitate and re-develop a site to operate a construction equipment rental company in the south section of the City of Opa-Locka ("City"); and

WHEREAS, the Project will consist of the improvement of the current building through internal demolition and a building addition of 1,615 square feet to convert the building into a modern office space and provide new site improvements to accommodate employee parking, provide new landscaping design, provide improved paving and drainage, provide appropriate Right-of-Way dedications and provide appropriate ingress and egress at 2950 NW 132nd Terrace and 2990 NW 132nd Terrace, Opa-Locka, Florida and identified by folio 08-2128-004-0350 and folio 08-2128-004-0340 in the I-2 Zoning District; and

WHEREAS, the development will also include 42 employee parking spaces, 62 new assorted trees, 130 shrub plants and landscaped open space; and

WHEREAS, the request for site plan approval meets the review criteria set forth in the Land Development Regulations, Section 22-55 H, and a copy of the approved Site Plan is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the applicant has requested site plan review, development agreement review, and tentative plat review approvals and now also seeks to obtain Final Plat approval in accordance with the requirements of the City of Opa-Locka ("City") and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions" Plats and Platting. A copy of the Final Plat is attached hereto as Exhibit "B"; and

WHEREAS, the redevelopment of this site is intended to provide a modern office space and provide new site improvement and appropriate Right-of-Way dedications for NW 132nd Terrace and for NW 131st Street to operate a construction equipment rental company at this location; and

WHEREAS, after the applicant, Rock & Dirt Construction Equipment Rental, LLC, presented this request to the Planning & Zoning Board on November 17, 2020, they (R&D) determined they needed to amend their site plan to include the construction of a detached building for company vehicle maintenance and repair and they resubmitted the modified site plan and all three requests were resubmitted; and

WHEREAS, the City Commission reviewed and approved the Tentative Plat request for this site on October 5, 2022. The Planning & Zoning Board reviewed the request on December 7, 2021, for tentative plat approval and recommended approval by a 4-0 vote; and

WHEREAS, the site plan, development agreement and tentative plat have been reviewed and approved by the City Commission; and

WHEREAS, a public hearing was held for the City Commission to consider the plat application attached hereto and provided herein as Exhibit "A"; and

WHEREAS, the City Commission for the City of Opa-Locka reviewed the recommendation from the Planning & Zoning Board; and

WHEREAS, the City desires to approve the Final Plat attached hereto as Exhibit "A" to this Resolution.

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. APPROVAL/DENIAL

Approval/Denial of Final Plat. The City Commission of the City of Opa-Locka hereby recommends approval / denial of the request, attached hereto as Exhibit "B" for Final Plat approval for the improvement of the current building through internal demolition and the addition of 1,615 square feet to the building to convert it into a modern office space and provide new site improvements to accommodate drainage, provide appropriate Right-of-Way dedications and provide appropriate ingress and egress at the site that includes 2950 NW 132nd Terrace and 2990 NW 132nd Terrace, Opa-Locka, Florida and identified by folio 08-2128-004-0350 and folio 08-2128-004-0340 in the I-2 Zoning District. A copy of the approved Site Plan is attached hereto and incorporated herein as Exhibit "B".

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this _____ day of _____, 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 Gay			**Department Director Signature:**	DocuSigned by: Gregory Gay DCFBFD83852C45C...	
City Manager:	Darvin Williams			**CM Signature**	DocuSigned by: D. E Wil C46C07C1E8DE492...	
Commission Meeting Date:	9.11.2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
				X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
					X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
					X	
Funding Source: *Account#:*	*(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				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** Enhance Organizational ☐ Bus. & Economic Dev ■ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*	
	X					
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL PLAT REVIEW REQUEST FOR THE CONSTRUCTION/REHABILITATION AND OPERATION OF A CONSTRUCTION EQUIPMENT RENTAL COMPANY AT 2950 NW 132ND TERRACE & 2990 NW 132ND TERRACE AND IDENTIFIED BY FOLIO 08-2128-004-0350 AND 08-2128-004-0340 IN THE I-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the rehabilitation and re-development of this site, and to install modern access drives, improved paving & drainage on site and to make improvements to the current building through internal demolition and the addition of 1,615 square feet to convert it into a modern office space and provide new site improvements to accommodate employee parking, to provide new landscaping design, to provide improved paving & drainage, to provide new employee parking areas,

DocuSign Envelope ID: 09A5989A-01BF-48FE-891F-98A75DFFDA84

to erect perimeter walls, to plant extensive new landscaping, provide appropriate right of way dedications on NW 31st Avenue and on NW 132nd Terrace and to unify the properties at 2950 NW 132nd Terrace and 2990 NW 132nd Terrace, Opa-locka, Florida and identified by folio 08-2128-004-0350 and folio 08-2128-004-0340 into one property. The applicant, Rock & Dirt Construction equipment Rental, LLC., desires to continue the operation of their construction equipment rental operation, however granting this request would bring this operation into compliance with the City Land Development Regulations and the requirements of Miami-Dade County Code, Chapter 28, "Subdivisions" Plats and Platting as previously stated. The applicant has provided Miami Dade County with the Tentative Plat approved by the City Commission and Miami Dade County Plats and Platting Division has found this plat in compliance with the requirements of Miami-Dade County Code, Chapter 28.

After the applicant, Rock & Dirt Construction Equipment Rental, LLC, presented this request to the Planning & Zoning Board on November 17, 2020, they (R&D) determined they needed to amend their site plan to include the construction of a detached building for company vehicle maintenance and repair and they resubmitted the modified site plan and all three requests were resubmitted. The City Commission reviewed and approved the Tentative Plat request for this site on October 5, 2022. The Planning & Zoning Board reviewed the request on December 7, 2021, for tentative plat approval and recommended approval by a 4-0 vote. The site plan, development agreement and tentative plat have been reviewed and approved by the City Commission as per Resolution. The applicant is now requesting approval of the final plat to complete the required process as provided by City Code and Miami Dade County Plats and Platting Division in accordance with Chapter 28, "Subdivisions" Plats and Platting.

Financial Impact- The Concrete Batching Plant will continue to obtain annual City Business Licenses and Certificates of Use, as well as pay property taxes. The City will also see additional revenue from Ad Valorem taxes as the Concrete Batching Plant continues to invest in its infrastructure. This investment may positively impact the future sustainability of the General Fund.

Proposed Action:

Staff has recommended approval of this Final Plat request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Site Plan
Final Plat

Received: 10/30/23
By:
Date: Rock of Direct.

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2023-2024

TOTAL FEES: $_____ New Fees as of October 1, 2015

FY 2023-2024 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 3, 2023	August 18, 2023
November 7, 2023	September 15, 2023
December 5, 2023	October 13, 2023
January 2, 2024	November 17, 2023
February 6, 2024	December 15, 2023
March 5, 2024	January 12, 2024
April 2, 2024	February 16, 2024
May 7, 2024	March 15, 2024
June 4, 2024	April 12, 2024
July 2, 2024	May 17, 2024
August 6, 2024	June 14, 2024
September 3, 2024	July 19, 2024

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1503
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received: Rock & Dirt
By:
Date: 10/20/23.

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: ROCK AND DIRT CONSTRUCTION EQUIPMENT RENTAL LLC

PROPERTY OWNER'S ADDRESS: 2101 NW 110 AVE DORAL FL /33172
Number/Street City State/Zip Code

APPLICANT'S NAME: AMERICAN SERVICES OF MIAMI, CORP

APPLICANT'S ADDRESS: 266 Giralda Avenue Coral Gables, Florida 33134
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE (305) 598-5101 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 2990 NW 132 TER
Number/Street

TAX FOLIO NUMBER: 08-2128-004-0340/08-2128-004-0350 PRESENT ZONING: I-2

LEGAL DESCRIPTION: SEE ATTACHED

_____

Please check specific request:

___Tentative Plat
_X_Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
___Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
___Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:

_____

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

_____Completed application form

_____Application fee payable to the City of Opa-locka by check, cashier's check or money order

_____Copy of property owner's and/or applicant's photo not including a driver's license also provide Incorporation Documents (Inc., LLC, …)

_____Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

_____All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

_____Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

_____Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)

_____Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

_____Narrative concept must be submitted with application

AFFIDAVIT

I, Ricardo Lopez, being first duly sworn, depose and say that I am the **OWNER** of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

_____
Signature

Date 10/24/2023

Sworn to and subscribed before me:

This 24th day of October 2024

_____
Notary Public
Attach copy of identification

Notary Public State of Florida
Amelia Castro
My Commission
HH 206762
Exp.12/13/2025

My commission expires 12-13-2025

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Ricardo Lopez, being first duly sworn, depose and say that I am the owner of the property legally described as:
2950 / 2990 NW 132 Terrace Opalocka, FL.
TAX FOLIO NUMBER: 08-2128-004-0340/08-2128-004-0350

I do give to Ed Pino the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Ed Pino to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

10/24/2023
Date

Sworn to and subscribed before me:

This 24th day of October 2024

Notary Public

Notary Public State of Florida
Amelia Castro
My Commission
HH 206762
Exp.12/13/2025

My commission expires: 12-13-2025

Reference to Ordinance 13-13
Land Development Regulations/ Zoning Code: Ordinance 13-31

ROCK & DIRT PROPERTIES

LEGAL DESCRIPTION:

THE WEST 107.675 FEET OF THE SOUTH 1/2 OF LOT 19 AND THE WEST 107.675 FEET OF LOT 20, LESS THE SOUTHERLY 25 FEET, NILE GARDENS SECTION I AND II, OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, ACCORDING TO THE MAP OR PLAT AS RECORDED IN PLAT BOOK 31, PAGE(S) 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

THE WEST 215.35 FEET OF THE EAST 538.375 FEET OF THE SOUTH 1/2 OF LOT 19, AND THE WEST 215.35 FEET OF THE EAST 538.375 FEET OF LOT 20, LESS THE SOUTHERLY 25 FEET OF NILE GARDENS SECTION II, OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

MIAMI-DADE COUNTY PLAT COMMITTEE
NOTICE OF ACTION

Plat No: T - 24875 - 4 - CORR.
STR1: 28 52 41
Municipality: OPA LOCKA
Zoning: District: 2

Name:	ROCK AND DIRT PROPERTIES
Location by Streets:	NW 132 TER & NW 29 AVE
Owner:	ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL LLC, 2101 NW 110TH AVENUE OPA-LOCKA, FLORIDA 33172 Phone: (305) 665-9826
Surveyor:	AMERICAN SERVICES OF MIAMI CORP. 266 GIRALDO AVENUE CORAL GABLES, FL 33134 Phone: (305) 598-5101

This is to advise you that on Friday, March 17, 2023 the Dade County Plat Committee reviewed the above plat and that the same was:

✓ Recommended for approval subject to conditions indicated on attached action copy.
_____ Approved as an extension of time, subject to previous requirements and:
_____ Deferred for reasons indicated below:
_____ Denied for the reasons indicated below:

(A)

ROCK AND DIRT PROPERTIES

TENTATIVE PLAT NO. 24875-4-COR.

Sec. 28 Twp. 52 Rge. 41

Municipality: OPA-LOCKA

Zoned: I-2

RECOMMENDS APPROVAL 3-17-23
Date. Regulatory and Economic Resources Dept. (Platting)

RECOMMENDS APPROVAL 3-17-23
Date. Regulatory and Economic Resources Dept. (Zoning)

☑ Recommends approval subject to the City of Opa-Locka requirements and the requirements checked below:

☑ Traffic concurrency approval by the Municipality is required prior to final plat review and prior to the issuance of a building permit. Municipality concurrency review to include all City, State and County roads.

☑ Tentative Plat valid until 12-17-23

Note: The Plat Committee must officially review the Extension of Time request prior to the expiration of the Tentative Plat. Application request must be submitted at least ten (10) days prior to said Plat Committee meeting.

☑ No road, sidewalks, or drainage facilities within unincorporated Miami Dade County or on County maintained rights-of-ways are to be constructed or installed without prior knowledge, approval and complete progressive inspection by the Department of Transportation and Public Works. Construction or installation of these facilities does not guarantee acceptance by the County unless final plat is approved and recorded.

☑ Final approval and recording subject to the Department of Regulatory and Economic Resources (Environmental Resources Management) and the Florida Department of Health approval on sewage disposal facilities and water supply.

☑ Site to be filled to County Flood Criteria Elevation or to an elevation not less than the approved crown of the road fronting the property. Cutting of existing grade is not permitted below the established base flood elevation of the F.IR.M. for Miami-Dade County Florida Community # 125098.

☑ Property owner/ Developer must provide the required improvements within the right-of-way.

☑ **Paving and Drainage Plan required by the municipality.**

☑ **Performance Bond for required improvements is required by the municipality.**

☑ Any existing structures, including fences in existing/proposed public right-of-way must be removed prior to Final Plat review. An updated survey or a signed, sealed letter from Surveyor of record stating that said improvement(s) has been removed is required.

☑ Compliance with the Department of Regulatory and Economic Resources (Environmental Resources Management). Contact Ingrid Guerrero at (305) 372-6507 or Ingrid.Guerrero@miamidade.gov for environmental concerns and requirements.

☑ MDWASD approval required prior to final plat review.

☑ Compliance with the Miami Dade Water and Sewer Department (MDWASAD). Contact Maria Capote at (786) 268-5329 or Maria.Capote@miamidade.gov for water and sewer concerns and requirements.

☑ Final Mylar(s) plus five (5) prints.

☑ Opinion of Title (Valid for 30 days, unincorporated; 45 days municipality). An update is usually required before the County Commissioners meeting and/or recordation.

☑ Paid Tax receipts (and escrow, if applicable).

☑ Processing fee for Final Plat.

☑ Recording fee for Final Plat.

☑ Water Control Division approval after final plat submittal. (DRER)

☑ Approval regarding method of water supply.

☑ Approval regarding method of sewage disposal.

☑ Certified copy of municipal ordinance and/or resolution accepting final plat and letter(s) stating paving and drainage plans have been approved and Improvement Bond held by Municipality (if applicable).

☑ Letter from F.P.&L. Company (TP-7 letter) regarding underground electric service (ORD. 68-69).

☑ State Plane Coordinate Data Sheet.

☑ AFTER SUBMITTAL OF FINAL PLAT, CHECK THE PUNCH LIST AT THE FOLLOWING WEBSITE FOR ADDITIONAL SCHEDULING AND/OR RECORDATION REQUIREMENTS. (http://www8.miamidade.gov/apps/rer/platstatus/)

Department of Environmental Resources Management
Environmental Resources Management
701 NW 1st Court 4th Floor
Miami, Florida 33136-3912
T 305-372-6764 F 305-372-6543

miamidade.gov

Date: 3/16/2023

To: Platting and Traffic Review Section
Department of Regulatory and Economic Resources

Re: Tentative Plat, Number: T-24875-Review #4
Subdivision: Rock and Dirt Properties
Agenda Date: 03/17/2023

RECOMMENDATION: Overall Approved

This office has reviewed the referenced PLAT and recommends the following:

Office of Code Coordination and Public Hearings: (Approved)
Voice: 305-372-6764, Fax: 305-372-6543

As per Section 24-43.3(2) of the Miami-Dade County Code (the Code), the proposed development shall connect to the abutting utility water lines.

As per Section 24-43.1(7) of the Code, the proposed development shall connect to the abutting utility sewer lines. This office has no objection to the approval of this plat.

Concurrency Issued by the Municipality.

Please note that some of the collection/transmission facilities, which includes sanitary sewer gravity sewer mains, sanitary sewer force mains and sanitary sewer pump stations, throughout the County do not have adequate capacity, as defined in the new USEPA/FDEP Consent Decree (Case: N0. 1:12-cv-24400-FAM, effective December 6, 2013). Under the terms of this Consent Decree, this approval does not constitute an allocation or certification of adequate treatment and transmission system capacity. At the time of building permits DERM will evaluate and may reserve sanitary sewer capacity, through the DERM sanitary sewer certification process, if the proposed development complies with the provisions of the Consent Decree. Building permits for development in sanitary sewer basins which have been determined not to have adequate capacity cannot be approved, until adequate capacity becomes available.

For additional information please contact Ingrid.Guerrero@miamidade.gov.

Final Plat Condition: None.

Water Control (Approved)
Voice: 305-372-6681, Fax: 305-372-6489

Project Area: 3.18 Acres

Delivering Excellence Every Day

County Flood Criteria: + 8.5 ft. N.G.V.D.
FEMA Flood Zone & Flood Elevation: Zone X

As per the operating agreement between the South Florida Water Management District and Miami-Dade County DERM, this project qualifies for a DERM Surface Water Management General Permit, which must be obtained prior to final plat approval. Please contact Camilo Ignacio of the DERM Water Control Section at (305) 372-6681 or via email dermwatercontrol@miamidade.gov for further assistance.

Site shall be filled in a manner so as to prevent the flooding of adjacent properties. Interceptor swales shall be constructed on-site with no encroachment over adjacent properties.

Please be advised, paving and drainage plans must be submitted to and approved by DERM prior to final plat approval.

Please contact Kaheill S. Whittaker of the DERM Water Control Section at (305) 372-6967 or via email whittk@miamidade.gov for further assistance.

Final Plat Condition: DERM General Permit and Paving and Drainage plan approval must be issued.

Trees (Approved)
Voice: 305-372-6574

An aerial review of the subject properties indicates the presence of tree resources. Section 24-49 of the Code provides for the preservation and protection of tree resources. A Miami-Dade County Tree Permit is required prior to the removal and/or relocation of any tree that is subject to the tree preservation and protection provisions of the Code. The applicant is advised that a tree survey that includes a tree disposition table will be required during the tree removal permit application process. Projects and permits shall comply with the requirements of Sections 24-49.2 and 24-49.4 of the Code, including the specimen tree standards.

In accordance with Section 24-49.9 of the Code, all plants prohibited by Miami-Dade County shall be removed from all portions of the property prior to development, or redevelopment and developed parcels shall be maintained to prevent the growth or accumulation of prohibited species.

Please contact Jennifer.Snell@miamidade.gov for additional information or concerns regarding this review.

Final Plat Condition: None.

If you have any questions regarding elements of this review, please contact the appropriate office using the provided contact phone number or email.

Sincerely,

Rashid Istambouli, P.E.
Division of Environmental Resources Management
Regulatory and Economic Resources Department

MI..M.)ADE COUNTY PLAT COMMI EE
NOTICE OF ACTION

Plat No: T - 24875 - 4 - CORR.
STR1: 28 52 41
Municipality: OPA LOCKA
Zoning: District: 2

Name: ROCK AND DIRT PROPERTIES
Location by Streets: NW 132 TER & NW 29 AVE

Owner: ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL LLC,
2101 NW 110TH AVENUE
OPA-LOCKA, FLORIDA 33172 Phone: (305) 665-9826

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TENTATIVE PLAT NO. **24875-4-COR.**

Sec. 28 Twp. 52 Rge. 41

Municipality: OPA-LOCKA

Zoned: I-2

RECOMMENDS APPROVAL 3-17-23
Date. Regulatory and Economic Resources Dept. (Platting)

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Department of Environmental Resources Management
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miamidade.gov

Date: 3/16/2023

To: Platting and Traffic Review Section
Department of Regulatory and Economic Resources

Re: Tentative Plat, Number: T-24875-Review #4
Subdivision: Rock and Dirt Properties
Agenda Date: 03/17/2023

RECOMMENDATION: Overall Approved

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Voice: 305-372-6764, Fax: 305-372-6543

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Final Plat Condition: None.

Water Control (Approved)
Voice: 305-372-6681, Fax: 305-372-6489

Project Area: 3.18 Acres

Delivering Excellence Every Day

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Voice: 305-372-6574

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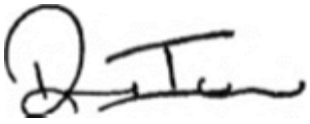
Please contact Jennifer.Snell@miamidade.gov for additional information or concerns regarding this review.

Final Plat Condition: None.

If you have any questions regarding elements of this review, please contact the appropriate office using the provided contact phone number or email.

Sincerely,



Rashid Istambouli, P.E.
Division of Environmental Resources Management
Regulatory and Economic Resources Department

ROCK AND DIRT PROPERTIES

A REPLAT OF A PORTION OF LOTS 19 AND 20 OF NILE GARDENS SECTION II, OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 31, PAGE 42 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LYING AND BEING WITHIN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA.

P.B.____ PG.____

AMERICAN SERVICES OF MIAMI, CORP.
CONSULTING ENGINEERS LAND SURVEYORS
266 GIRALDA AVE., CORAL GABLES, FLORIDA 33134
PHONE:(305) 598-5101 FAX:(305) 598-8627

OCTOBER, 2023

LOCATION MAP

SCALE: 1"=300'



THE NE 1/4 OF THE SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA.

KNOW ALL MEN BY THESE PRESENTS:

THAT ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED ROCK & DIRT PROPERTIES , THE SAME BEING A REPLAT OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

THE WEST 215.35 FEET OF THE EAST 538.375 FEET OF THE SOUTH 1/2 OF LOT 19, AND THE WEST 215.35 FEET OF THE EAST 538.375 FEET OF LOT 20, LESS THE SOUTHERLY 25 FEET OF NILE GARDENS SECTION II, OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

THE WEST 107.675 FEET OF THE SOUTH 1/2 OF LOT 19 AND THE WEST 107.675 FEET OF LOT 20, LESS THE SOUTHERLY 25 FEET, NILE GARDENS SECTION 1 AND II, OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, ACCORDING TO THE MAP OR PLAT AS RECORDED IN PLAT BOOK 31, PAGE(S) 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SUBJECT TO THE WEST 15 FEET THEREOF.

CITY OF OPA LOCKA PLAT RESTRICTIONS:

THAT NW 132TH TERRACE, NW 31ST AVENUE AND NW 131ST STREET, AS SHOWN ON THE ATTACHED PLAT, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON ARE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OF REVERSIONS THEREOF, WHENEVER DISCONTINUED BY LAW.

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED WITHIN THIS SUBDIVISION EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS, AND/OR AIR CONDITIONERS.

THAT THE USE OF SEPTIC TANKS WILL NOT BE PERMITTED WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDERGROUND.

OWNER'S PLAT RESTRICTION:

THE 10' UTILITY EASEMENT AS SHOWN BY DASHED LINES ON THE ATTACHED PLAT IS HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF:

THAT THE ROCK AND DIRT CONSTRUCTION EQUIPMENT RENTAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY RICARDO LOPEZ, AUTHORIZED SIGNATORY, AND EXECUTE INSTRUMENTS AND DOCUMENTS ON ITS BEHALF OF THE COMPANY AND ITS COMPANY SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE WITNESSES, THIS ___ DAY OF _____, A.D., 2023.

_____
(PRINT NAME)

ROCK AND DIRT CONSTRUCTION
EQUIPMENT RENTAL, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESSES:

BY: _____
RICARDO LOPEZ
AUTHORIZED SIGNATORY

_____
(PRINT NAME)

ACKNOWLEDGEMENT:

STATE OF FLORIDA COUNTY OF
MIAMI-DADE SS:

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, RICARDO LOPEZ, AUTHORIZED SIGNATORY OF ROCK AND DIRT CONSTRUCTION EQUIPMENT RENTAL, LLC, A FLORIDA LIMITED COMPANY, WHO IS PERSONALLY KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ A.D., 2023.

MY COMMISSION EXPIRES: _____ BY: _____
NOTARY PUBLIC, STATE OF FLORIDA

COMMISSION NUMBER: _____

_____
PRINTED NAME OF ACKNOWLEDGER

NOTARY SEAL

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, A.D., 2023. AT _____: ___ ___.M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY: _____ DEPUTY CLERK

CITY OF OPA-LOCKA APPROVALS:

THIS PLAT WAS APPROVED THROUGH THE CITY PLANNING PROCESS AS ESTABLISHED BY CITY CODE OF ORDINANCE _____ BY THE CITY COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT, CITY PLANNING COUNCIL BY RESOLUTION NUMBER: _____ ON _____ AND APPROVED BY THE CITY COMMISSION OF OPA-LOCKA DURING A PUBLIC HEARING ON _____ WITH STIPULATIONS FOR DEVELOPERS AGREEMENT RESOLUTION NUMBER_____.

FURTHER, A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF OPA-LOCKA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH CHAPTER 177- PART I OF THE FLORIDA STATUTES.

BY:_____ DATE:_____
DIRECTOR COMMUNITY DEVELOPMENT & PLANNING

BY:_____ DATE:_____
CITY MANAGER

ATTEST: CITY CLERK OF OPA-LOCKA:

THIS PLAT WAS APPROVED BY THE CITY OF OPA-LOCKA PLANNING COUNCIL ON _____, BY RESOLUTION NUMBER: _____ AND APPROVED BY THE CITY COMMISSION OF OPA-LOCKA DURING A PUBLIC HEARING ON _____, REQUIRED BY CITY CODE _____ OF THE CITY OF OPA-LOCKA, FLORIDA WITH STIPULATIONS FOR A DEVELOPMENT AGREEMENT.

THIS PLAT WILL NOT RESULT IN A REDUCTION IN THE LEVEL SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAN:

BY _____CITY CLERK

THIS _____ DAY OF _____, A.D. 20____

MIAMI-DADE COUNTY APPROVALS:

THE MIAMI-DADE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES CERTIFIES THAT THIS PLAT APPEARS TO CONFORM TO ALL REQUIREMENTS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE. THIS PLAT HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MIAMI-DADE COUNTY IN ACCORDANCE WITH SECTION 177.081(1) OF THE FLORIDA STATUTES.

CERTIFIED THIS _____ DAY OF _____, A.D., 2022.

SIGNED: _____ DIRECTOR

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED ROCK AND DIRT PROPERTIES, IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION; THAT THE SURVEY DATA AS SHOWN ON THIS PLAT COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I , FLORIDA STATUTES, AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET.

AMERICAN SERVICES OF MIAMI, CORP.
ENGINEERS-PLANNERS-SURVEYORS
266 GIRALDA AVENUE
CORAL GABLES, FLORIDA 33134
CERTIFICATE OF AUTHORIZATION NO.LB 6683

_____
ED PINO, PSM PRESIDENT
PROFESSIONAL LAND SURVEYOR
AND MAPPER #6771 STATE OF
FLORIDA

ROCK AND DIRT PROPERTIES

P.B.____ PG.____

SHEET 2 OF 2

A REPLAT OF A PORTION OF LOTS 19 AND 20 OF NILE GARDENS SECTION II, OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 31, PAGE 42 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LYING AND BEING WITHIN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA.

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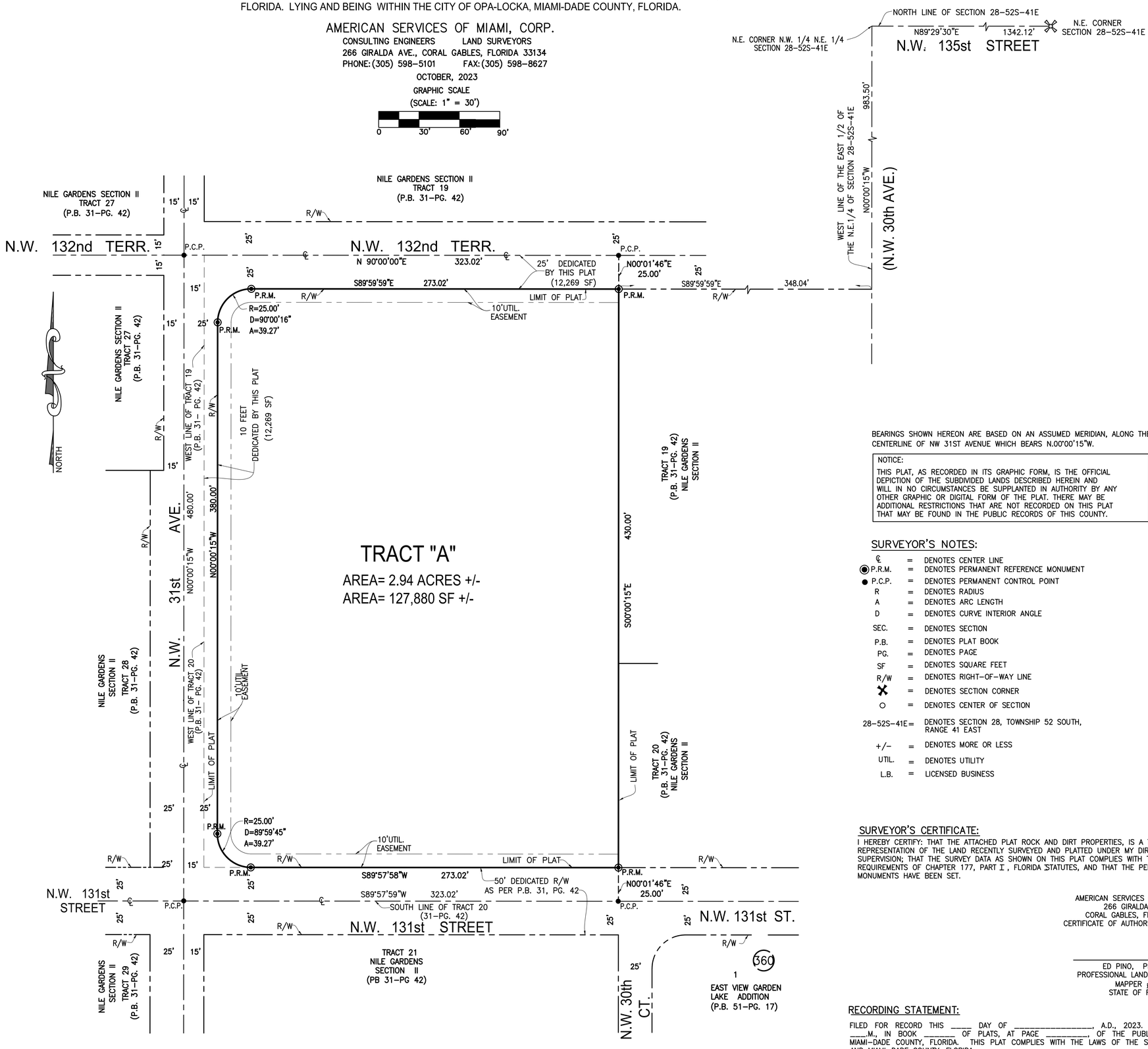
PHONE: (305) 598-5101 FAX: (305) 598-8627

OCTOBER, 2023

GRAPHIC SCALE
(SCALE: 1" = 30')

0 30' 60' 90'



BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, ALONG THE CENTERLINE OF NW 31ST AVENUE WHICH BEARS N.00°00'15"W.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S NOTES:

℄	=	DENOTES CENTER LINE
P.R.M.	=	DENOTES PERMANENT REFERENCE MONUMENT
P.C.P.	=	DENOTES PERMANENT CONTROL POINT
R	=	DENOTES RADIUS
A	=	DENOTES ARC LENGTH
D	=	DENOTES CURVE INTERIOR ANGLE
SEC.	=	DENOTES SECTION
P.B.	=	DENOTES PLAT BOOK
PG.	=	DENOTES PAGE
SF	=	DENOTES SQUARE FEET
R/W	=	DENOTES RIGHT-OF-WAY LINE
✕	=	DENOTES SECTION CORNER
○	=	DENOTES CENTER OF SECTION
28-52S-41E	=	DENOTES SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST
+/-	=	DENOTES MORE OR LESS
UTIL.	=	DENOTES UTILITY
L.B.	=	LICENSED BUSINESS

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ROCK AND DIRT PROPERTIES, IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION; THAT THE SURVEY DATA AS SHOWN ON THIS PLAT COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I , FLORIDA STATUTES, AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET.

AMERICAN SERVICES OF MIAMI, CORP.
266 GIRALDA AVENUE
CORAL GABLES, FLORIDA 33134
CERTIFICATE OF AUTHORIZATION NO.LB 6683

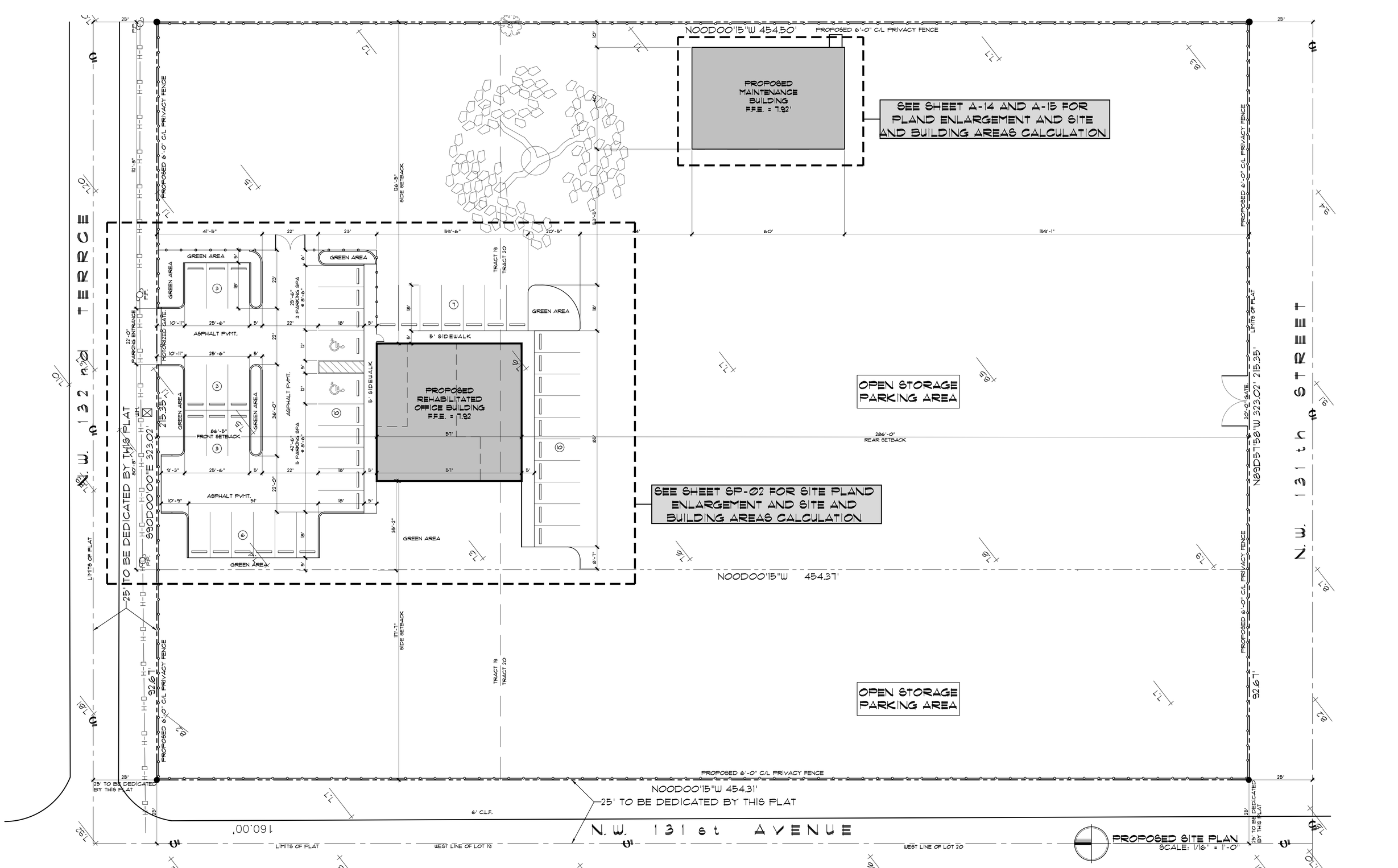
_____
ED PINO, PRESIDENT
PROFESSIONAL LAND SURVEYOR AND MAPPER #6771
STATE OF FLORIDA

RECORDING STATEMENT:

FILED FOR RECORD THIS ____ DAY OF _____, A.D., 2023. AT ____: ___ ____.M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

ATTEST: JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY:_____ DEPUTY CLERK



PROPOSED SITE PLAN
SCALE: 1/16" = 1'-0"

REVISIONS :

TAPIA-RUANO ARCHITECT INC.
MANUEL TAPIA-RUANO R.A. AR 0008428
ARCHITECTURE - PLANNING - INTERIOR DESIGN
1753 SW 23rd TERRACE MIAMI FLORIDA 33145

LAYER ZERO DESIGN INC
ARCHITECTURE - PLANNING - INTERIOR DESIGN
50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

PROPOSED SITE PLAN APPROVAL PRELIMINARY

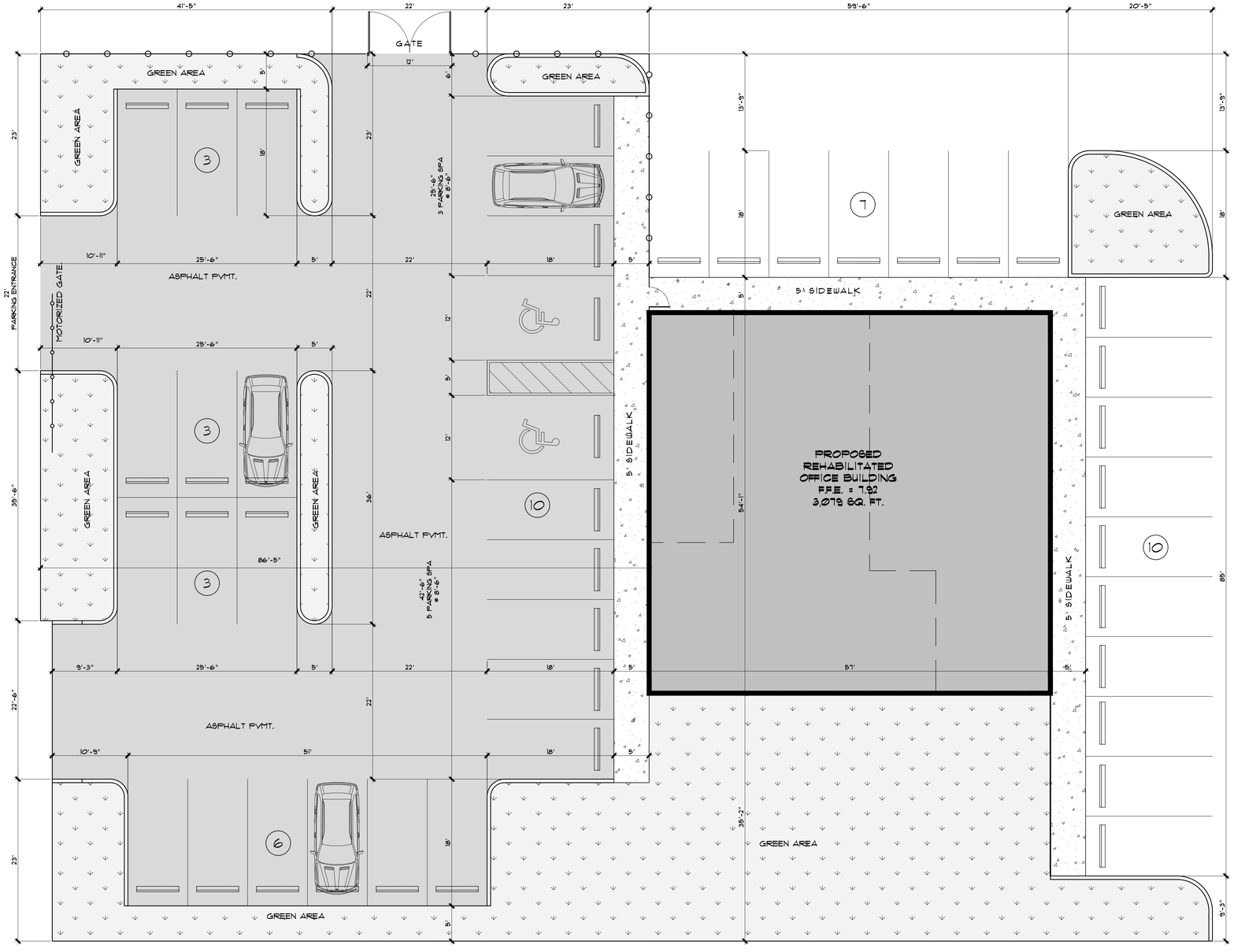
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE :	SCALE :
05-21-2021	AS NOTED

PROJECT NO : 21-0028

DRAWING NO : **SP-01**



PROPOSED PARTIAL ENLARGED SITE PLAN
SCALE: 1/16" = 1'-0"

USE AND OCCUPANCY

BUSINESS GROUP "B": SECTION 304.1, F.B.C. 2020 AND BUSINESS: SECTION 6.1.11, F.F.P.C. 2020., NFPA 101 2015.

OCCUPANT LOAD CALCULATIONS

CHAPTER 10, TABLE 1004.1.2, F.B.C. 2020, AND
CHAPTER 7, TABLE 7.3.1.2, F.F.P.C. 2020, NFPA 101 2020.

GROUP "A" : ASSEMBLY (1 OCCUPANT/15 S.F.)
GROUP "B" OCCUPANCY : BUSINESS (1 OCCUPANT /100 S.F.)

GROUP "A"	
BREAK ROOM- 275 S.F. / 15	18 OCCUPANTS MAX.
FRONT RECEPTION LOBBY- 125 S.F. / 15	8 OCCUPANTS MAX.
DRIVERS WAITING ROOM- 127 S.F. / 15	8 OCCUPANTS MAX.
CONFERENCE ROOM- 205 S.F. / 15	25 OCCUPANTS MAX.
TOTAL GROUP "A"	59 OCCUPANTS MAX.
GROUP "B"	
OFFICES-BATHROOMS-HALLWAYS 1,837 / 100	18 OCCUPANTS MAX.
TOTAL GROUP "B"	18 OCCUPANTS MAX.
TOTAL OCCUPANCY LOAD "A"+"B"	77 OCCUPANTS MAX.
OCCUPANT LOAD NEEDED-REQUESTED-NOT TO EXCEED	20 OCCUPANTS MAX.

TYPE OF CONSTRUCTION:

CONSTRUCTION TYPE V "B". PROTECTED
NO FIRE SPRINKLERED BUILDING WITH FIRE ALARM

REQUIRED EGRESS CAPACITY:

TOTAL "EXIT " WIDTH:
REQUIRED: 10 OCCUPANTS X .2 IN/OCC. = 20 INCHES
EXISTING PROVIDED:_____ 72 INCHES

EXIT REQUIREMENTS:

PER F.B.C. TABLE 1016.1 AND SECTION 1004.1.3
(BUSINESS OCCUPANCY) ALLOWED (NON SPRINKLED)
MAX. TRAVEL DISTANCE TO EXIT (FT):_____200

EGRESS DOOR/GATE NOTES

ALTERATIONS TO BUILDINGS REQUIRE IMPROVEMENTS TO ACCESSIBILITY OF EXISTING CONDITIONS- FBCA 202.3. IMPROVEMENTS MAY INCLUDE PROVIDING ACCESSIBLE ENTRANCE, ACCESSIBLE ROUTE TO ALTERED AREA, RESTROOM ACCESSIBILITY IMPROVEMENTS (GRAB BARS, TOILETS, SINKS, MAKING DOORS WIDER, INSTALLATION OF LEVER HANDLES ON DOORS), ETC. IMPROVEMENTS NEED NOT TO EXCEED 20% OF OVERALL COST OF ALTERATIONS -FBCA 202.4. INDICATE IMPROVEMENTS ON PLANS.

INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY (TABLE 803.11)

GROUP	EXIT ENCLOSURE AND EXIT PASSAGES WAY	CORRIDORS	ROOMS AND ENCLOSED SPACES
B	A	B	C

PLUMBING FIXTURE COUNT F.B.C. PLUMBING TABLE

OCCUPANCY	WATER CLOSET	LAVATORIES	DRINKING FOUNTAIN
"B"	1 PER 25	1 PER 40	1 PER 100
REQUIRED	1	1	1
PROVIDED	5	5	1

LIFE SAFETY REQUIREMENTS

N.F.P.A 101 FLORIDA FIRE PREVENTION CODE 2015 EDITION UPDATE
TABLE A.7.6 COMMON PATH DEAD-END AND TRAVEL DISTANCE LIMITS

TYPE OF OCCUPANCY	COMMON PATH LIMIT		DEAD-END LIMIT		TRAVEL DISTANCE	
	UNSPRINKLER		UNSPRINKLER		UNSPRINKLER	
OFFICE BUSINESS	75'-0"		20'-0"		200'-0"	

IMPROVEMENTS TO ACCESSIBILITY NOTES

ALTERATIONS TO BUILDINGS REQUIRE IMPROVEMENTS TO ACCESSIBILITY OF EXISTING CONDITIONS- FBCA 202.3. IMPROVEMENTS MAY INCLUDE PROVIDING ACCESSIBLE ENTRANCE, ACCESSIBLE ROUTE TO ALTERED AREA, RESTROOM ACCESSIBILITY IMPROVEMENTS (GRAB BARS, TOILETS, SINKS, MAKING DOORS WIDER, INSTALLATION OF LEVER HANDLES ON DOORS), ETC. IMPROVEMENTS NEED NOT TO EXCEED 20% OF OVERALL COST OF ALTERATIONS -FBCA 202.4.

CLASSIFICATION OF REHABILITATION:

NFPA 101 (2020) CHAPTER 43 (43.2.2.1.5 CHANGE OF USE.)

CHANGE OF USE:
CHANGE IN PURPOSE
OR LEVEL OF ACTIVITIES THAT AFFECTS WHICH CODE PROVISIONS APPLY DUE TO SEVERITY OR QUANTITY.

CLASSIFICATION OF WORK

ALTERATION-LEVEL 3
LEVEL 3 ALTERATIONS APPLY WHERE THE WORK AREA EXCEEDS 50 PERCENT OF THE AGGREGATE AREA OF THE BUILDING.
505.2 APPLICATION. LEVEL 3 ALTERATIONS SHALL COMPLY WITH THE PROVISIONS OF CHAPTERS 7 AND 8
FOR LEVEL 1 AND 2 ALTERATIONS, RESPECTIVELY, AS WELL AS THE PROVISIONS OF CHAPTER 9.

SCOPE OF WORK NOTE:

- ADDITION TO EXISTING BUILDING TO CONVERT INTO OFFICE SPACE.
- NEW ELECTRICAL, MECHANICAL, AND PLUMBING SYSTEM.
- NEW SITE IMPROVEMENTS TO ACCOMMODATE EMPLOYEE PARKING
- NEW LANDSCAPING DESIGN
- NEW CIVIL PAVING AND DRAINAGE
- FOR ELECTRICAL PLANS REFER MEP ENGINEERING PLANS
- FOR PLUMBING PLANS REFER MEP ENGINEERING PLANS
- 9. FOR MECHANICAL PLANS REFER MEP ENGINEERING PLANS
- 9. FOR CIVIL ENGINEERING PLANS REFER CIVIL ENGINEERING PLANS
- FOR LANDSCAPE PLANS REFER LANDSCAPE PLANS

TERMITE PROTECTION NOTE:

PRIOR TO THE BUILDING FINAL INSPECTION A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY A LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT:
"THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

LETTER OF COMPLIANCE AND CERTIFICATION DOCUMENT:

IN MIAMI DADE COUNTY AND ALL MUNICIPALITIES (INSIDE MIAMI DADE COUNTY), A LETTER OF COMPLIANCE IS REQUIRED AT THE COMPLETION OF THE JOB, STATING THAT THE BUILDING STRUCTURE HAS BEEN COMPLETED ACCORDING TO THE PERMITTED PLANS. THE ONLY WAY TO PROVIDE THIS LETTER OF COMPLIANCE IS BY COMPLETING INSPECTIONS. IF THIS IS THE CASE, I.E., THAT A LETTER OF COMPLIANCE IS REQUIRED, THEN THIS OFFICE MUST BE RETAINED TO COMPLETE SAID INSPECTIONS. NO LETTER OF COMPLIANCE WILL BE PROVIDED BY THIS OFFICE UNLESS FIELD INSPECTIONS ARE COMPLETED.

SUMMARY OF SPECIAL INSPECTION

1- PROJECT ENGINEER SHALL VERIFY SITE PREPARATION, TRENCHES FOR FOOTINGS, FILL UNDER SLABS PRIOR TO PLACEMENT OF STEEL.
2- CAST-IN PLACE CONCRETE AT ALL FOUNDATIONS, SLABS, BEAMS, COLUMNS AND WALLS. (CHECK REINFORCING, PROVIDE SLUMP & CONCRETE TESTS)

SCOPE AND ADMINISTRATION:

1022 BUILDING. THE PROVISIONS OF THE FLORIDA BUILDING CODE SHALL APPLY TO THE CONSTRUCTION, ERECTION, ALTERATION, MODIFICATION, REPAIR, EQUIPMENT, USE AND OCCUPANCY, LOCATION, MAINTENANCE, REMOVAL AND DEMOLITION OF EVERY PUBLIC AND PRIVATE BUILDING, STRUCTURE OR FACILITY OR FLOATING RESIDENTIAL STRUCTURE, OR ANY APPURTENANCES CONNECTED OR ATTACHED TO SUCH BUILDINGS, STRUCTURES OR FACILITIES. ADDITIONS, ALTERATIONS, REPAIRS AND CHANGES OF USE OR OCCUPANCY GROUP IN ALL BUILDINGS AND STRUCTURES SHALL COMPLY WITH THE PROVISIONS PROVIDED IN CHAPTER 34 OF THIS CODE. THE FOLLOWING BUILDINGS, STRUCTURES AND FACILITIES ARE EXEMPT FROM THE FLORIDA BUILDING CODE AS PROVIDED BY LAW, AND ANY FURTHER EXEMPTIONS SHALL BE AS DETERMINED BY THE LEGISLATURE AND PROVIDED BY LAW:

APPLICABLE CODES:

- FLORIDA BUILDING CODE (F.B.C.), 2020 7TH EDITION.
- NATIONAL ELECTRICAL CODE - 2020 EDITION.
- NATIONAL FIRE PREVENTION CODE - 2020 EDITION.

PLATTING AND TRAFFIC NOTES:

- DURING THE PLATTING AND/OR PERMITTING PROCESS APPLICANT MUST SUBMIT PAVING, GRADING AND PAVEMENT PARKING PLANS TO THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES PLATTING SECTION REVIEW.
- ALL LANDSCAPING WALLS, FENCES, ENTRANCES FEATURES, ETC. WILL BE SUBJECT TO THE SAFE SIGHT DISTANCE TRIANGLE AS PER SECTION 33-11 OF MIAMI-DADE COUNTY CODE AND GP.3 OF THE PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT MANUAL.

ZONING ANALYSIS:

PROPERTY ADDRESS:
2950, 2990 N.W. 132ND TERRACE OPA-LOCKA FL. 33054

FOLIO NUMBER:
08-2128-004-0350

LEGAL DESCRIPTION:
THE WEST 101.675 FEET OF THE SOUTH 1/2 OF LOT 19 AND THE WEST 101.675 FEET OF LOT 20, LESS THE SOUTHERLY 25 FEET, NILE GARDENS SECTION 1 AND 11, OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, ACCORDING TO THE MAP OR PLAT AS RECORDED IN PLAT BOOK 31, PAGE(S) 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
AND
THE WEST 215.35 FEET OF THE EAST 538.375 FEET OF THE SOUTH 1/2 OF LOT 19, AND THE WEST 215.35 FEET OF THE EAST 538.375 FEET OF LOT 20, LESS THE SOUTHERLY 25 FEET OF NILE GARDENS SECTION 11, OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
FLOOD ZONE: X

ZONING LEGEND
ZONING: 4400 MULTI-FAMILY - 3 STORY

SITE AREAS ANALYSIS (CALCULATED AFTER DEDICATIONS)
NET LOT AREA: 128,000 SQ. FT. (CALCULATED)= 2.94 ACRES

SETBACKS PROVIDED:	REQUIRED	PROVIDED
FRONT (NORTH/N.W. 132TH TER.)	-------	86'-5"
REAR (SOUTH)	-------	286'-0"
SIDE (EAST)	-------	126'-5"
SIDE (WEST)	-------	111'-7"

PROPOSED SITE AREAS

NET LOT	(2.94 ACRES) 128,000 S.F.
OFFICE BUILDING GROUND FLOOR LOT COVERAGE	3,079 S.F.
MAINTENANCE BUILDING GROUND FLOOR LOT COVERAGE	2,400 S.F.
PAVED EMPLOYEE PARKING	8,116 S.F.
PAVED WALKWAYS	1,193 S.F.
TOTAL IMPERVIOUS AREAS	14,188 S.F.
GREEN AREAS PROVIDED	3,967 S.F.

PARKING SPACES

	PROVIDED
OFF STREET PARKING SPACES	0
TOTAL IN-SITE PARKING SPACES PROVIDED	42

PROPOSED BUILDING AREA

EXISTING BUILDING STRUCTURE	1,464 S.F.
PROPOSED ADDITION TO EXISTING BUILDING (FOR OFFICES)	1,615 S.F.
PROPOSED MAINTENANCE BUILDING	2,400 S.F.
TOTAL PROPOSED BUILDING AREA	5,479 S.F.

REVISIONS :

TAPIA-RUANO ARCHITECT INC.
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50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

PROPOSED SITE PLAN APPROVAL PRELIMINARY

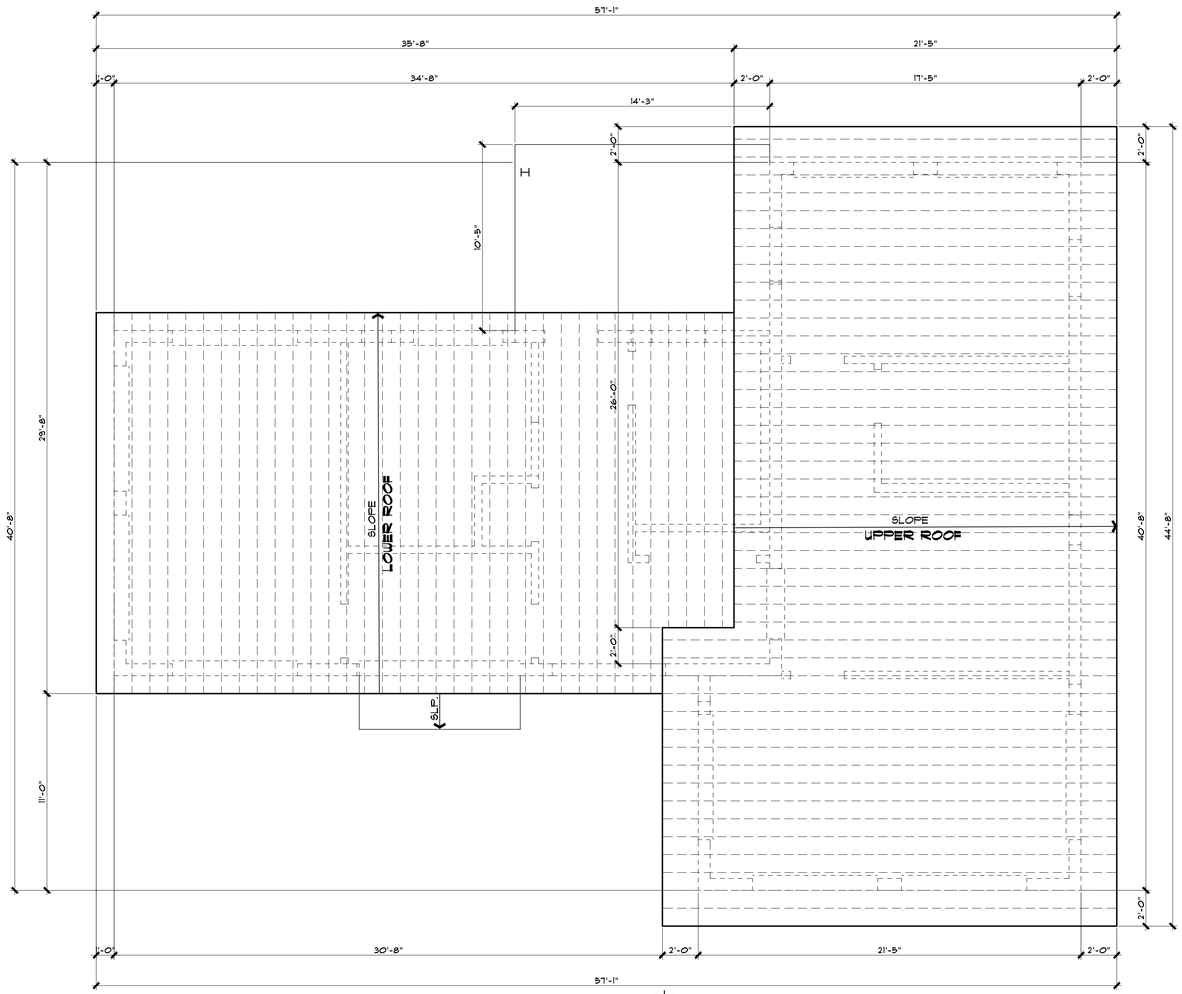
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE :	SCALE :
05-21-2021	AS NOTED

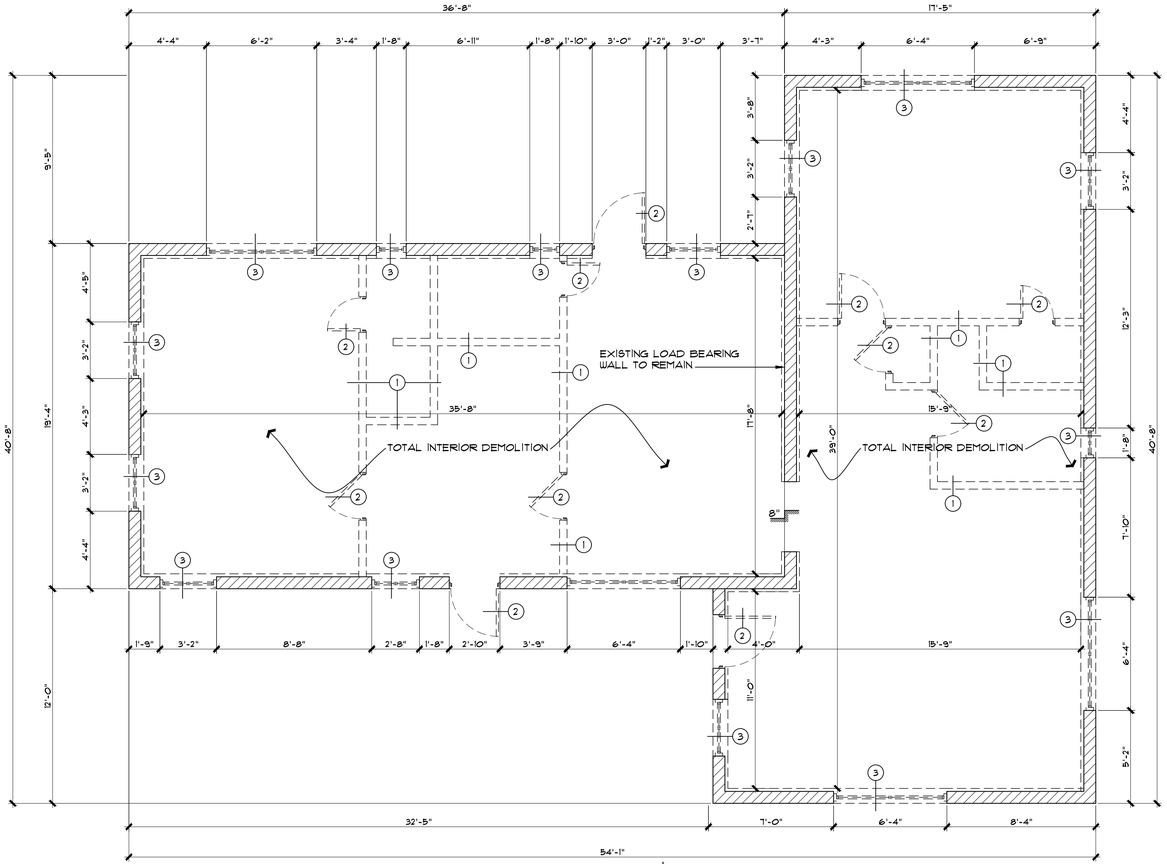
PROJECT NO : 21-0028

DRAWING NO : **SP-02**



EXISTING AND DEMOLITION ROOF PLAN

SCALE: 1/4" = 1'-0"



EXISTING AND DEMOLITION FLOOR PLAN

SCALE: 1/4" = 1'-0"

DEMOLITION NOTES:

A- BEFORE COMMENCING THE WORK OF DEMOLITION, ALL GAS, ELECTRIC WATER AND OTHER METERS SHALL BE LOCATED AND TURNED OFF AND THE SUPPLY LINES DISCONNECTED, EXCEPT SUCH AS ARE ESPECIALLY PROVIDED OR REQUIRED FOR USE IN CONNECTION WITH THE WORK OF DEMOLITION, SAFETY, OR CONVENIENCE, PRIOR TO SHUTTING OFF SERVICES, CONSULT WITH LANDLORDS REPRESENTATIVE.
B- BEGINNING OF DEMOLITION WILL BE CONSTRUED AS ACCEPTANCE OF EXISTING SUBSTRATES, SURFACES, AND CONDITIONS.
C- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEYING AND/OR VERIFICATION OF ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO ANY DEMOLITION WORK.
D- THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THOSE SHOWN ON THE PLANS.
E- ALL DAMAGE TO EXISTING SURFACES SCHEDULED TO REMAIN DUE TO DEMOLITION ACTIVITIES SHALL BE REPAIRED TO MATCH EXISTING.
F- ALL ITEMS REMOVED ARE TO BE LEGALLY DISCARDED OFF-SITE. G.C. TO COORDINATE W/LANDLORD/OWNER REGARDING THE DISPOSAL OR STORAGE OF REMOVED ITEMS.
G- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL DEMOLITION AND REINSTALLATION WORK WITH ALL OTHER TRADES, INCLUDING BUT NOT LIMITED TO ELECTRICAL, MECHANICAL, PLUMBING, STRUCTURAL AND ARCHITECTURAL TRADES AND TRADES OR SCOPE PROVIDED BY THE OWNER.
H- DEMOLITION WORK SHALL BE BASED ON CONTRACTOR'S WALK-THROUGH AND VISUAL INSPECTION OF THE JOB SITE. THESE NOTES ARE A GUIDE FOR THE SCOPE OF THE DEMOLITION.
J- ALL UNNECESSARY APPURTENANCES ARE TO BE REMOVED, CAP AND SEALED INCLUDING ELECTRICAL OUTLETS, SWITCHES, BOXES, FIXTURES, PLUMBING PIPING, ETC.
K- REFER TO M.E.P. DRAWINGS FOR REMOVAL OF MECHANICAL, ELECTRICAL, AND PLUMBING ITEMS.
L-PATCH ALL SURFACES AROUND REMOVED PARTITIONS THAT ARE SCHEDULED TO REMAIN, AND FINISH TO MATCH EXISTING ADJACENT SURFACES.

DEMOLITION SCHEDULE

(1) REMOVE EXISTING G.W.B. PARTITION (NON-LOAD BEARING)

(2) REMOVE AND DISCARD EXISTING DOOR AND FRAME

(3) REMOVE AND DISCARD EXISTING WINDOW

ASBESTOS NOTE:
THE DEMOLITION WORK DOES NOT INCLUDE REMOVAL OF MATERIALS CONTAINING ASBESTOS, AS "NO ASBESTOS" IS PRESENT ON PREMISES ACCORDING TO ASBESTOS AFFIDAVIT PROVIDED BY THE OWNER.

DEMOLITION GENERAL NOTES:

ALL WORK SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE 2020, AND ORDINANCES OF THE CITY OF POMPANO BEACH AND MIAMI-DADE COUNTY, FLORIDA.
THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF POMPANO BEACH AND DERM, PRIOR TO COMMENCEMENT OF THE DEMOLITION AND COPY THE OWNER, ARCHITECT AND POST SUCH PERMITS AT THE SITE.

1. ELECTRICAL CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS OF ANY MODIFICATIONS
2. TO EXISTING SYSTEM. ALL WIRING, CONDUITS, OUTLETS AND SERVICES TO BE REMOVED UP TO THE METER ROOM
3. ALL INTERIOR NON-BEARING PARTITIONS ARE TO BE REMOVED.
4. THE SUSPENDED CEILING SYSTEM SHALL BE REMOVED, ALONG WITH ALL THE LIGHTS, DIFFUSERS, A/C DUCTWORK, ETC.
5. REMOVE EXISTING GWB FINISH FROM EXTERIOR WALLS. PATCH AND SEAL ANY OPENINGS ON WALL.
6. WHERE PLUMBING FIXTURES ARE REMOVED, CONTRACTOR TO CAP PLUMBING LINES AS INDICATED IN THE DEMOLITION SCHEDULE.

REVISIONS :

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50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

05-22-2021

NO. AR 0008428

PROPOSED SITE PLAN APPROVAL PRELIMINARY

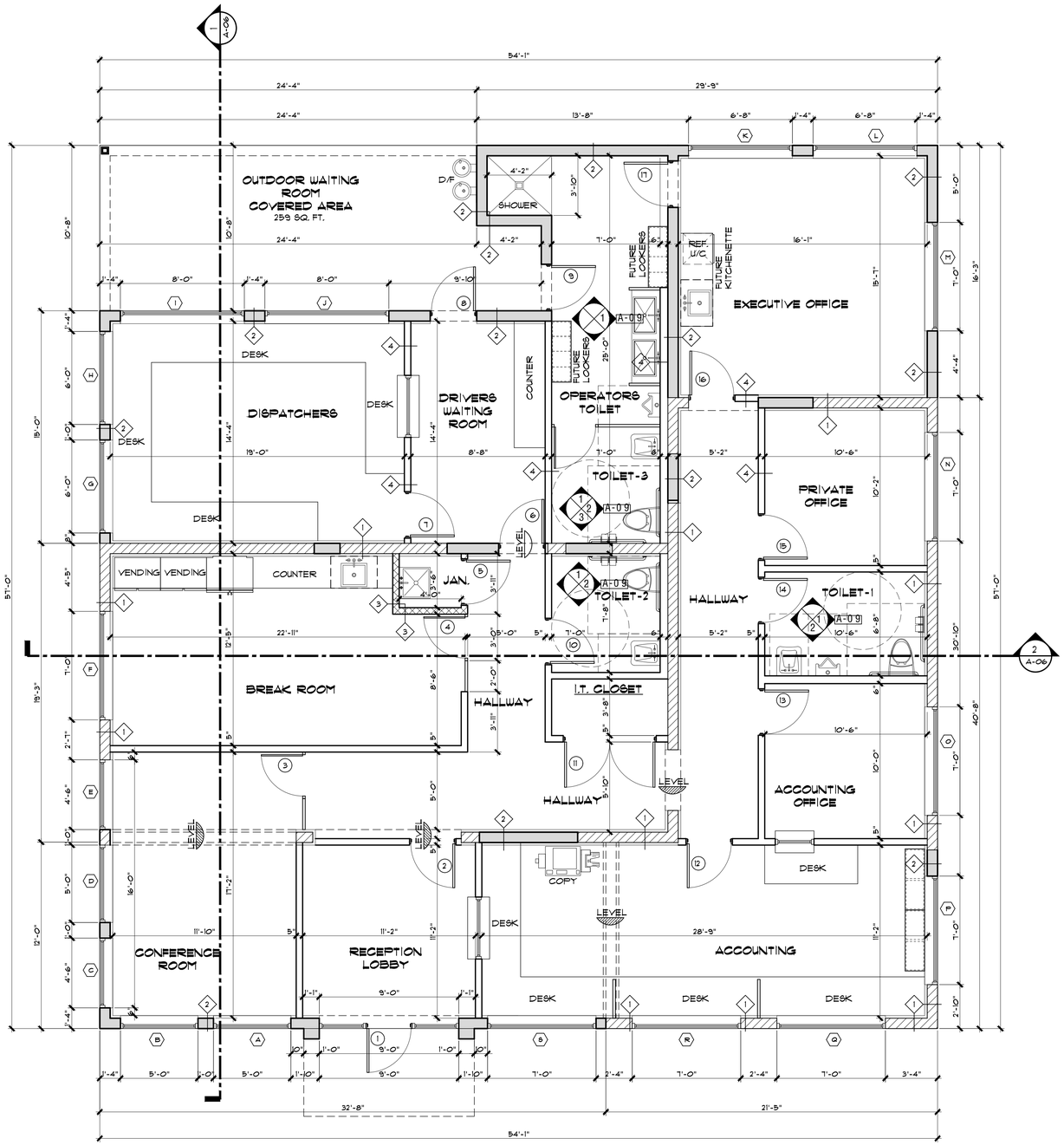
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE :	SCALE :
05-21-2021	AS NOTED

PROJECT NO : 21-0028

DRAWING NO : A-01



PROPOSED BUILDING AREA

EXISTING STRUCTURE	1,464 SF.
PROPOSED ADDITION	1,615 SF.
TOTAL PROPOSED BUILDING AREA	3,079 SF.

PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. DO NOT SCALE DRAWINGS USE LISTED DIMENSIONS ONLY. CONTRACTOR/OWNER SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE EVENT OF CONFLICT, SHALL NOTIFY ARCHITECT/ ENGINEER BEFORE PROCEEDING.
2. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF STRUCTURE.
3. CONTRACTOR/OWNER SHALL COORDINATE WITH PLANS AND THE VARIOUS TRADES SO THAT PROPER OPENINGS AND CHASES ARE PROVIDED.
4. ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED.
5. USE GALVANIZED NAILS ONLY FOR EXTERIOR WOOD WORK.
6. ALL STUCCO SCRATCH COATS SHALL BE ALLOWED A 24 HRS. DRYING PERIOD.
7. SUBSTITUTIONS OF SPECIFIED PRODUCTS AND/OR MATERIALS BY WRITTEN REQUEST AND SUBJECT TO APPROVAL BY OWNER/ARCHITECT.
8. PROVIDE WOOD BLOCKING AT ALL WINDOWS, DOORS, CABINETS, STAIR RAILING GRAB BARS, TOWEL BARS AND ANY OTHER ITEMS THAT ARE WALL SUPPORTED.
9. IN AN OUTSIDE WINDOW OR DOOR OPERABLE FROM THE INSIDE, THE MODE OF OPERATION SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT, SUCH CLEAR OPENING SHALL BE NOT LESS THAN 20" IN WIDTH, AND 24" IN HEIGHT, 5.1 SQ. FT. IN AREA THE BOTTOM OF THE OPENING SHALL NOT BE MORE THAN 44" ABOVE THE FINISHED FLOOR AND NO PART OF THE OPERATING MECHANISM SHALL BE PLACED HIGHER THAN 54" ABOVE FINISHED FLOOR.

APPLICABLE CODES

- FLORIDA BUILDING CODE 2020, 7TH EDITION COMMERCIAL
- FLORIDA BUILDING CODE 2020, 7TH EDITION EXISTING

INSULATION NOTES:

- R-19 EXISTING ROOF INSULATION
- PROVIDE R=4.1 EXTERIOR CONCRETE WALL INSULATION

REFER TO ENERGY CALCULATION AND H.V.A.C. PLANS

DOORS GENERAL NOTES

1. ALL DOORS AND HARDWARE TO COMPLY WITH ALL REQUIREMENTS OF F.B.C. 2020 AND THE AMERICAN DISABILITIES ACT. ALL DOORS TO BE EQUIPPED WITH HANDICAPPED OPERABLE HANDLES. F.B.C.A. 2020.
2. CONTRACTOR TO SUBMIT COMPLETE SHOP DRAWINGS OF ALL GLASS/ALUMINUM WINDOWS AND ALL METAL DOORS AND FRAMES.
3. ALL HOLLOW METAL DOORS AND FRAMES TO RECEIVE ENAMEL PAINT FINISH, COLOR TO BE SELECTED BY ARCHITECT.
4. ALL HOLLOW METAL DOORS TO HAVE KEYED LOCK SETS A.D.A. APPROVED LEVER DESIGN, WITH KEY OPERATED DEAD BOLTS, SCHLAGE OR EQUAL. DOORS TO HAVE A MASTER KEY.
5. ALL EXTERIOR DOORS TO HAVE CURRENT MIAMI DADE COUNTY PRODUCT APPROVAL.
6. ALL INTERIOR WOOD DOORS AND FRAMES SHALL BE PAINT GRADE.
7. EVERY BATHROOM DOOR SHALL HAVE LOCKING MECHANISM FOR PRIVACY. 2020 F.B.C.B. 1210.3 AND LOCK MUST BE DESIGNED TO PERMIT OPENING OF THE LOCKED DOOR FROM THE OUTSIDE IN AN EMERGENCY. F.B.C. 2020.
8. EGRESS DOOR MUST BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. F.B.C. 2020, SECTION 1008.1.8.
9. DOORS MUST BE OPERABLE WITH NO MORE THAN ONE RELEASING OPERATION F.B.C. 2020, SECTION 1008.1.8.2.
10. DOOR HANDLES TO BE GRASPABLE & OPERABLE (LEVER TIE) AND RELEASING MECHANISM FOR ANY LATCH SHALL BE LOCATED AT LEAST 34" (MIN.) AND NOT MORE THAN 48" (MAX.) ABOVE THE FINISHED FLOOR. 2020 F.B.C.A. 309.4 AND 4042.7.
11. THRESHOLD IF PROVIDED AT DOORWAYS, SHALL BE ½" HIGH MAX. RAISED THRESHOLD & CHANGES IN LEVEL AT DOORWAYS SHALL COMPLY WITH 2020 F.B.C. 1010.1.7 AND F.B.C.A. 404.2.5.
12. PROVIDE EXIT SIGN AT ALL EGRESS SIDE DOORS.

TERMITE PROTECTION NOTE:

PRIOR TO THE BUILDING FINAL INSPECTION A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY A LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT:
"THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

ACCESSIBILITY NOTES:

ALTERATIONS TO BUILDINGS REQUIRE IMPROVEMENTS TO ACCESSIBILITY OF EXISTING- FBCA 2023. IMPROVEMENTS MAY INCLUDE PROVIDING ACCESSIBLE ENTRANCE, ACCESSIBLE ROUTE TO ALTERED AREA, RESTROOM ACCESSIBILITY IMPROVEMENTS (GRAB BARS, TOILETS, SINKS, MAKING DOORS WIDER, INSTALLATION OF LEVER HANDLES ON DOORS), ETC. IMPROVEMENTS NEED NOT TO EXCEED 20% OF OVERALL COST OF ALTERATIONS -FBCA 202.4.

EXIT DOOR PANIC HARDWARE NOTE:

PROVIDE PANIC HARDWARE ON BUILDING EXIT DOORS IN COMPLIANCE WITH N.F.P.A. 12.2.2.2.3
1 PUSH TRIMCO 1801-4
1 PUSH TRIMCO 1804-4
CLOSER: DORMA 760 PA-WHITE FINISH

DOOR SCHEDULE NOTES:

1- MIAMI-DADE COUNTY APPROVED: CONTRACTOR SHALL PROVIDE MIAMI-DADE COUNTY PRODUCT APPROVAL NUMBER (N.O.A.) BEFORE INSTALLATION.
2- PROVIDE WEATHER-STRIPPING.
3- EXTERIOR SWING DOOR SHALL BE PROVIDED WITH ALUMN. THRESHOLD.
4- ALL GLAZING SHALL BE LARGE-MISSILE IMPACT RESISTANT.
5- DOOR DIMENSIONS ARE UNIT SIZE. COORDINATE MASONRY OPENING W/ SUPPLIER

INTERIOR FINISH GENERAL NOTES:

1. ALL FINISH FLOORING SHALL BE SELECTED BY OWNER.
2. ALL BATHROOM ARE TO HAVE CERAMIC TILE FLOOR WALLS & BASES.
3. TUB AND SHOWER WALLS ARE TO BE TILED FULL HEIGHT.
4. ALL DOORS TO BE FLUSH SOLID CORE (PAINT GRADE).
5. FRAMES AND BASES ARE TO BE PAINT GRADE WOOD.
6. ALL WINDOW SILLS ARE TO BE WHITE MARBLE.
7. ALL PLUMBING FIXTURES ARE TO BE AMERICAN STANDARD OR EQUAL.
8. PROVIDE WATER PROTECTION PAN LINERS AT ALL SHOWER LOCATIONS

BATHROOM NOTES:

BATHTUB AND SHOWER SPACES. BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL EXTEND TO A HEIGHT OF NOT LESS THAN 6 FEET (1829 MM) ABOVE THE FLOOR.

1. USE MOISTURE RESISTANT GYPSUM WALL BOARD AT BATHROOM
2. USE CEMENT BOARDS AT WALL AREAS TO RECEIVE CERAMIC TILE
3. USE EPOXY PAINT AT BATHROOM

HAZARDOUS GLAZING NOTE:

PROVIDE SAFETY GLASS "CATEGORY II" IN COMPLIANCE WITH F.B.C.

DRINKING FOUNTAIN NOTES:

ACCESSIBLE (HI-LO) DRINKING FOUNTAINS
-SPOUT OUTLET OF DRINKING FOUNTAINS FOR STANDING PERSONS SHALL BE 38" MIN. AND 43" MAX. ABOVE THE FINISH FLOOR - FBCA 602.7
-SPOUT OUTLET FOR THE LOW TYPE DRINKING FOUNTAINS SHALL BE 36" MAX. ABOVE FINISH FLOOR- FBCA 602.4
-BOTTOM OF BOTH DRINKING FOUNTAIN APRONS SHALL BE 27" AFF AS TO COMPLY WITH PROTRUDING OBJECTS & KNEE SPACE REQUIREMENT - FBCA 306 & 307, ACCESSIBLE DRINKING FOUNTAIN SHALL BE CENTERED ON 30"X48" CLEAR FLOOR SPACE FOR FORWARD APPROACH - FBCA 602, CENTERLINE OF LOW ACCESSIBLE DRINKING FOUNTAIN SHALL BE 15" FROM ADJACENT SIDE WALL.

WALL LEGEND

1. EXISTING 8"x 8"x 16" MASONRY UNITS WALL (2 HOURS FIRE RATED)
2. PROPOSED 8"x 8"x 16" MASONRY UNITS WALL (2 HOURS FIRE RATED)
3. PROPOSED 4" INTERIOR G.W.B. PARTITION NON-LOAD BEARING 1 HR FIRED RATED (UL465)
4. PROPOSED 4" INTERIOR G.W.B. PARTITION NON-LOAD BEARING (N/R)

INTERIOR PARTITION LOAD BEARING (CABINETS & GRAB BARS) N/R PROVIDE DOUBLE STUDS OR 20 GAUGE CHANNEL SHAPED STUDS @ 16" O.C. AND PROVIDE TWO 2"x4" HORIZONTAL WOOD BLOCKING FASTENED TO NO LESS THAN TWO STUDS IN WITH 1 FULL LAYER OF 5/8" TYPE "X" GYPSUM WALL BOARD APPLIED VERTICALLY & ATTACHED WITH 1" LONG #6 DRYWALL SCREWS, EACH SIDE. SCREWS TO BE 8" O.C. AT PERIMETER AND 12" O.C. AT INTERMEDIATE, IN COMPLIANCE WITH SECTION 2510 OF F.B.C.

EGRESS DOOR/GATE NOTES

NO DOOR IN ANY MEANS OF EGRESS SHALL BE LOCKED AGAINST EGRESS WHEN THE BUILDING IS OCCUPIED. ALL LOCKING DEVICES WHICH IMPEDE OR PROHIBIT EGRESS OR WHICH CAN NOT BE EASILY ENGAGED SHALL BE PROHIBITED
DOORS IN THE MEANS OF EGRESS SHALL BE SINGLE ACTION RELEASE, NOT REQUIRE TO USE OF A KEY,TOOL, OR SPECIAL KNOWLEDGE TO OPEN FROM THE EGRESS SIDE. AS PER F.B.C. 423.13.6

FIRE AND SMOKE LABELING NOTES

F.B.C. 2020 SECTION 703.7 "MARKING AND IDENTIFICATION"

WHERE THERE IS AN ACCESSIBLE CONCEALED FLOOR, FLOOR-CEILING OR ATTIC SPACE, FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING IN THE CONCEALED SPACE. SUCH IDENTIFICATION SHALL:

1. BE LOCATED WITHIN 15 FEET OF THE END OF EACH WALL AND AT INTERVALS NOT EXCEEDING 30 FEET MEASURED HORIZONTALLY ALONG THE WALL OR PARTITION.
2. INCLUDE LETTERING NOT LESS THAN 3" IN HEIGHT WITH A MIN. ⅜" STROKE IN A CONTRASTING COLOR INCORPORATING THE SUGGESTED WORDING, "FIRE AND/OR SMOKE BARRIER• PROTECT ALL OPENINGS", OR OTHER WORDING.

FLAME SPREAD NOTES:

FLAME SPREAD FOR WALL CEILING FINISHES MAX. 200,
SMOKE DEVELOPED MAX. 450
FLAME SPREAD FOR INSULATION MAX. 25,

INSULATING MATERIALS, WHERE CONCEALED, SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 450 - FBC 720.

FIRE EXTINGUISHER NOTES

- PROVIDE (ONE) CERTIFIED 2A-10BC FIRE EXTINGUISHER FOR EACH GROSS BUILDING AREA OF 3000 SQ FT AND WITH A MAXIMUM TRAVEL DISTANCE TO REACH OF 75 FEET.
- MOUNTING HEIGHT TO TOP OF EXTINGUISHER SHALL NOT
- EXCEED 48" AFF.
- ALL INTERIOR FINISH MATERIALS TO BE INSTALLED SHALL HAVE A MINIMUM CLASS "B" FLAME SPREAD RATING.

FIRE EXTINGUISHER LEGEND:

F.E. FIRE EXTINGUISHER

REVISIONS :

TAPIA-RUANO ARCHITECT INC.
MANUEL TAPIA-RUANO R.A. AR 0008428
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1753 SW 23rd TERRACE MIAMI FLORIDA 33145

LAYER ZERO DESIGN INC
ARCHITECTURE - PLANNING - INTERIOR DESIGN
50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

05-22-2021

NO. AR 0008428

PROPOSED SITE PLAN APPROVAL PRELIMINARY

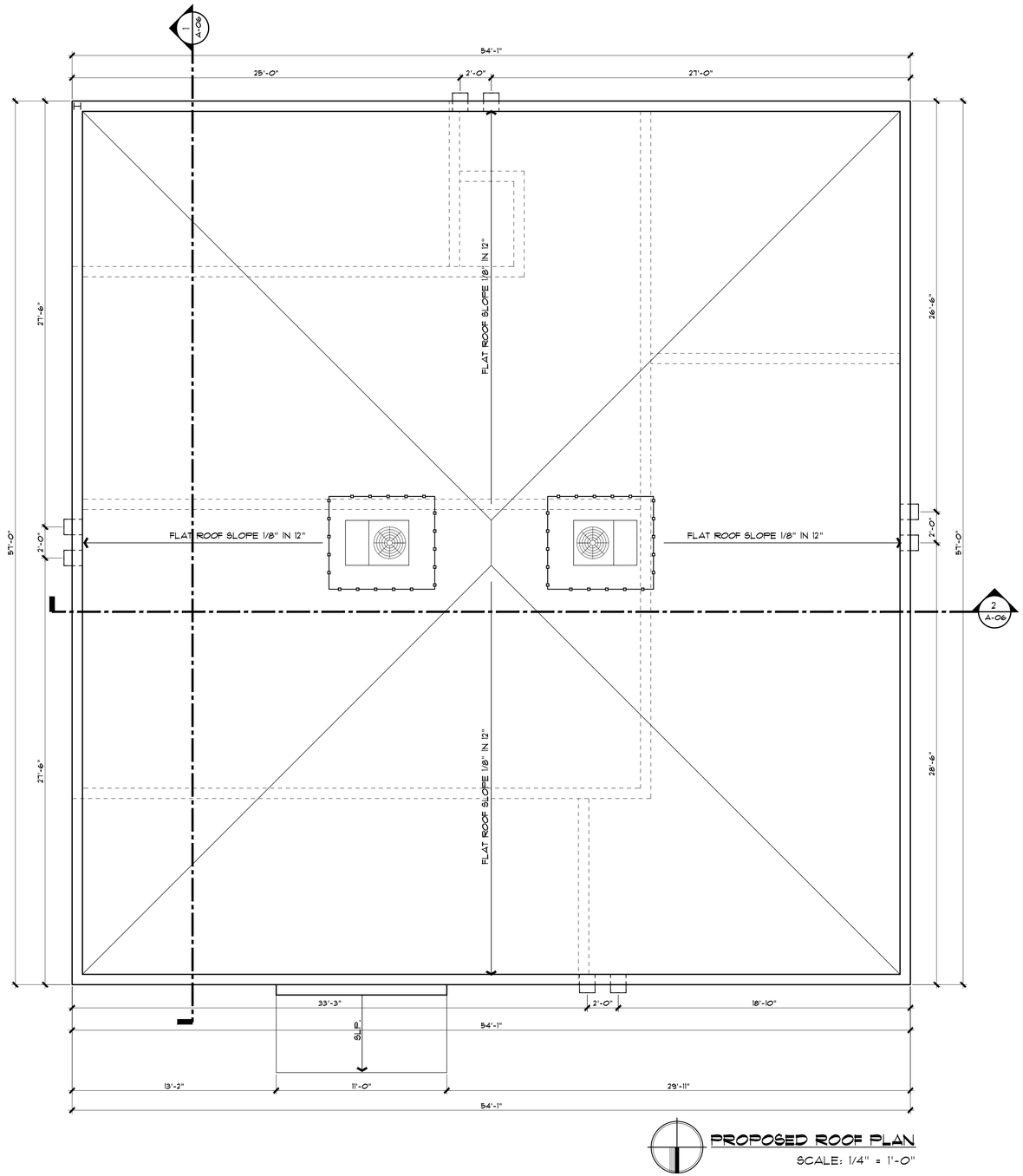
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE :	SCALE :
05-21-2021	AS NOTED

PROJECT NO : 21-0028

DRAWING NO : A-02



PROPOSED ROOF PLAN

SCALE: 1/4" = 1'-0"

PRELIMINARY PLANS NOT FOR CONSTRUCTION

REVISIONS :

TAPIA-RUANO ARCHITECT INC.
MANUEL TAPIA-RUANO R.A. AR 0008428
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05-22-2021

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ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

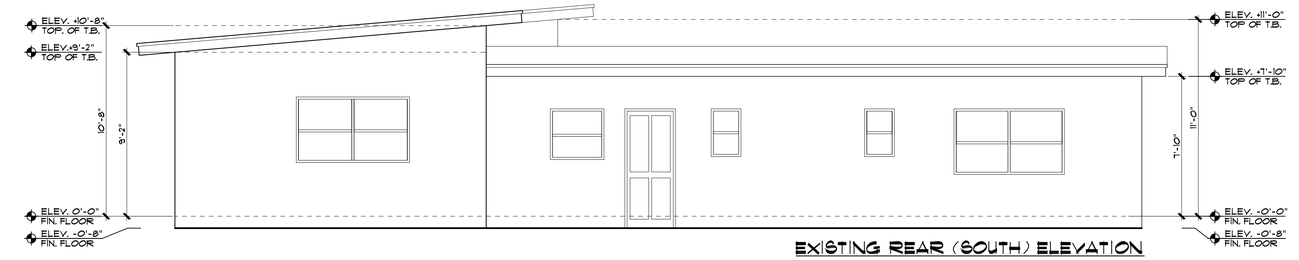
2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE : 05-21-2021

SCALE : AS NOTED

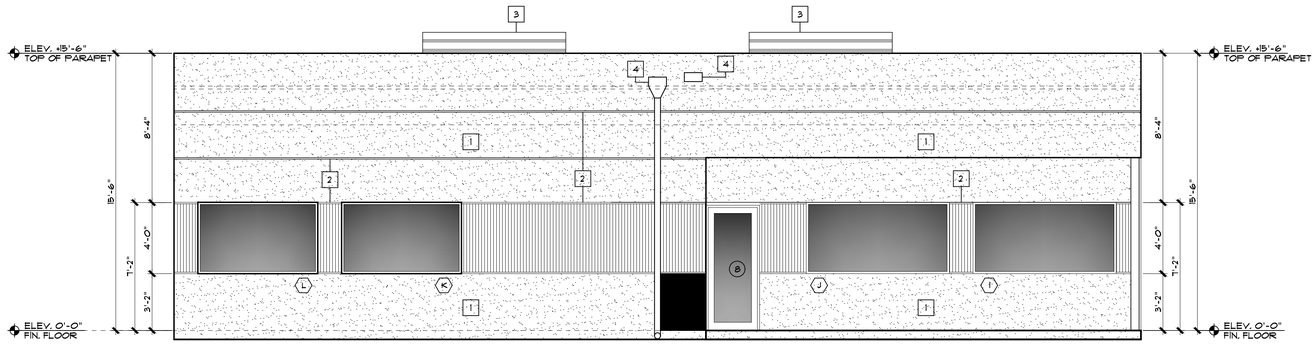
PROJECT NO : 21-0028

DRAWING NO : A-03.



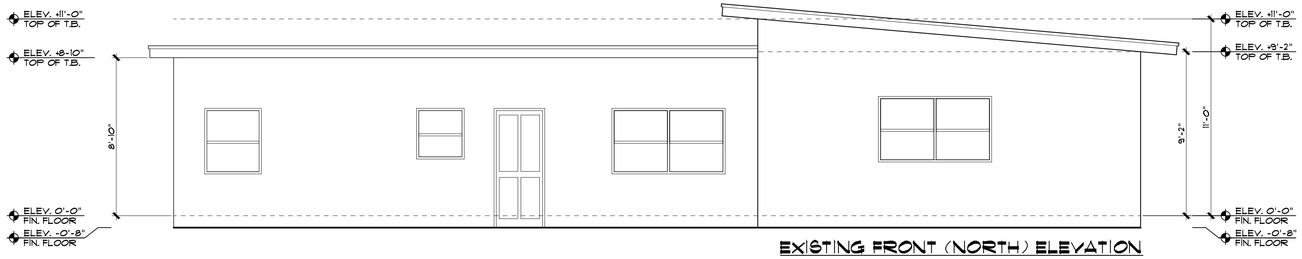
EXISTING REAR (SOUTH) ELEVATION

SCALE: 1/4" = 1'-0"



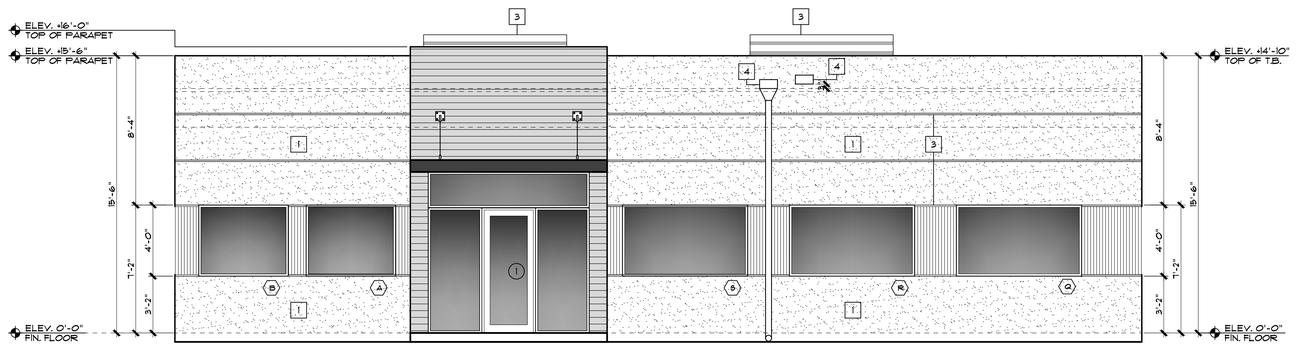
PROPOSED REAR (SOUTH) ELEVATION

SCALE: 1/4" = 1'-0"



EXISTING FRONT (NORTH) ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED FRONT (NORTH) ELEVATION

SCALE: 1/4" = 1'-0"

#	ELEVATION LEGEND
1	STUCCO FINISH (3 COATS OF PAINT) PAINT TO BE SELECT IT BY OWNER
2	STUCCO REVEAL (TYP. WHERE SHOWN) REFER TO A-08 DETAIL J
3	PRIVACY ENCLOSURE FOR A/C EQUIPMENTS. UNDER SEPARATE PERMIT
4	SCUPPERS

STUCCO DETAIL REFER

REVISIONS :

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05-22-2021

NO. AR 0008428

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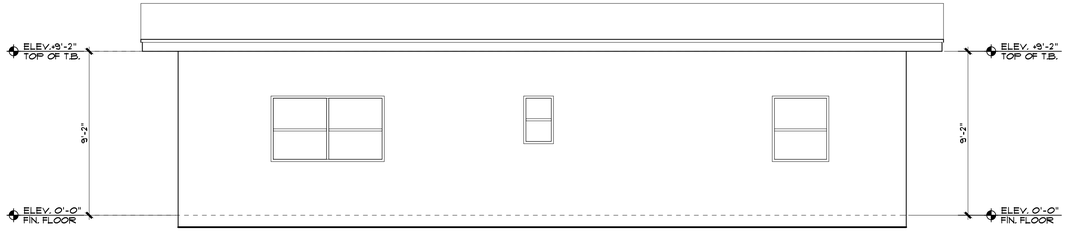
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

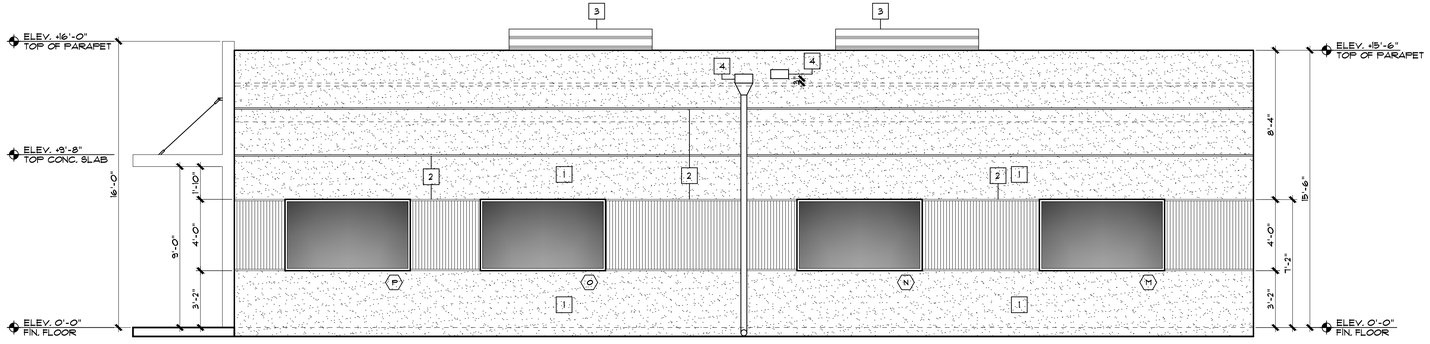
2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE : 05-21-2021
SCALE : AS NOTED
PROJECT NO : 21-0028
DRAWING NO : A-04



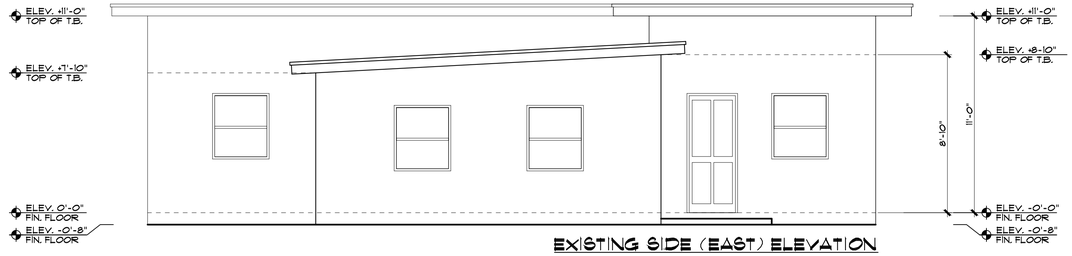
EXISTING SIDE (WEST) ELEVATION

SCALE: 1/4" = 1'-0"



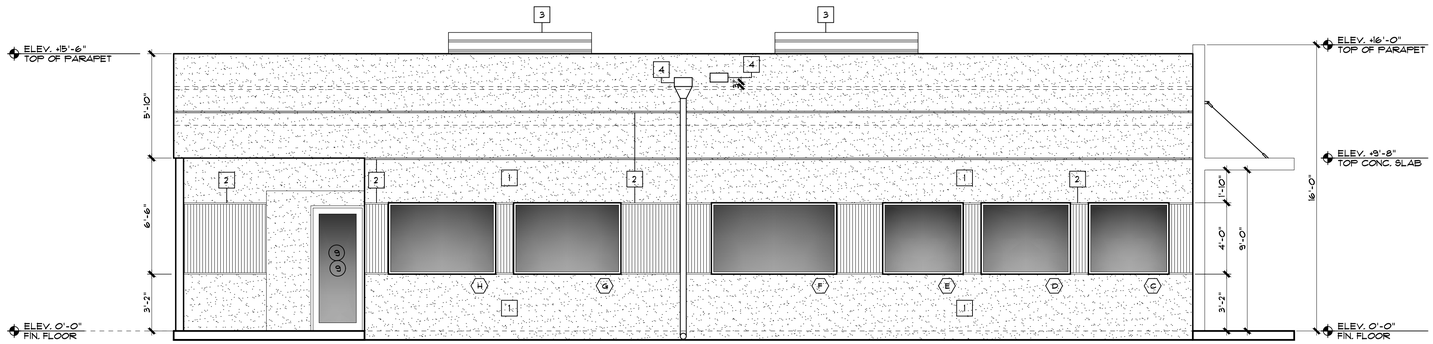
PROPOSED SIDE (WEST) ELEVATION

SCALE: 1/4" = 1'-0"



EXISTING SIDE (EAST) ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED SIDE (EAST) ELEVATION

SCALE: 1/4" = 1'-0"

#	ELEVATION LEGEND
1	STUCCO FINISH (3 COATS OF PAINT) PAINT TO BE SELECT IT BY OWNER
2	STUCCO REVEAL (TYP. WHERE SHOWN) REFER TO A-08 DETAIL J
3	PRIVACY ENCLOSURE FOR A/C EQUIPMENTS. UNDER SEPARATE PERMIT
4	SCUPPERS

REVISIONS :

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05-22-2021

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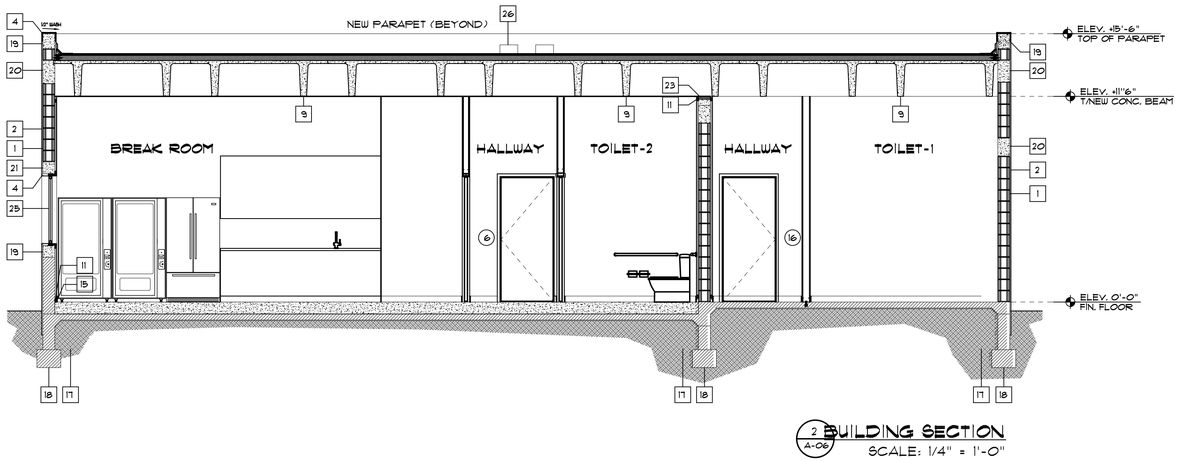
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

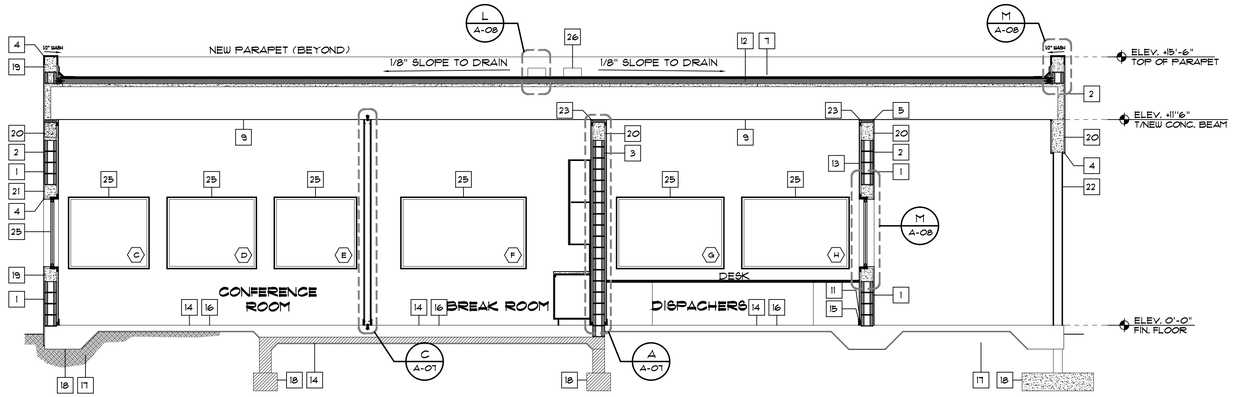
DATE : 05-21-2021 | SCALE : AS NOTED

PROJECT NO : 21-0028

DRAWING NO : A-05.



2 BUILDING SECTION A-06
SCALE: 1/4" = 1'-0"



1 BUILDING SECTION A-06
SCALE: 1/4" = 1'-0"

#	SECTIONS LEGEND
1	PROPOSED 8" CONCRETE BLOCK WALL WITH 5/8" STUCCO FINISH AT EXTERIOR SIDE.
2	STUCCO FINISH (3 COATS OF PAINT) PAINT TO BE SELECT IT BY OWNER
3	8" CONCRETE BLOCK WALL WITH 5/8" DRYWALL AT INTERIOR SIDE.
4	CORNER BEAD
5	PLASTER STOPPER
6	STUCCO REVEAL (TYP. WHERE SHOWN) SEE DETAIL
7	MODIFY BITUMEN ROOFING UNDER SEPARATE PERMIT N.O.A. TO BY PROVIDE BY THE G.C.
8	PRIVACY ENCLOSURE FOR A/C EQUIPMENTS, UNDER SEPARATE PERMIT
9	24" DBL."T@"
10	1x2 P.T. WOOD FURR CONT. AT 8'-0"H MAX. (FIRESTOP)
11	PROVIDE FIRE STOP AT INTERSECTION OF WALL/CEILING
12	3-1/2" INSULATION (R-19) ABOVE ROOF FINISH
13	5/8" G.W.B. OVER FURRING AT 16" O/C. WITH R-4.1 ALUMINUM FOIL-BACKED AT EXTERIOR WALL ONLY
14	CONCRETE SLAB (SEE STRUCTURAL PLANS)
15	BASEBOARD (SEE DETAIL)
16	FINISH FLOOR POLISHED CONCRETE
17	FOR FOUNDATIONS, SOIL COMPACTATION, MEMBRANES REFER TO STRUCTURAL DWGS PROVIDED WITH THIS SET OF PLANS
18	CONCRETE FOOTING REFER TO STRUCTURAL DWGS PROVIDED WITH THIS SET OF PLANS
19	CONCRETE CAP (SEE STRUCTURAL PLANS)
20	CONCRETE BEAM (SEE STRUCTURAL PLANS)
21	CONCRETE LINTEL (SEE STRUCTURAL PLANS)
22	STEEL COLUMN (SEE STRUCTURAL PLANS)
23	FLEXIBLE FILLER MATERIAL (SEE STRUCTURAL PLANS)
24	ALUMINUM GLASS DOOR, REFER TO DOOR SCHEDULE
25	ALUMINUM FIXED GLASS WINDOW, REFER TO WINDOW SCHEDULE
26	SCUPPERS

REVISIONS :

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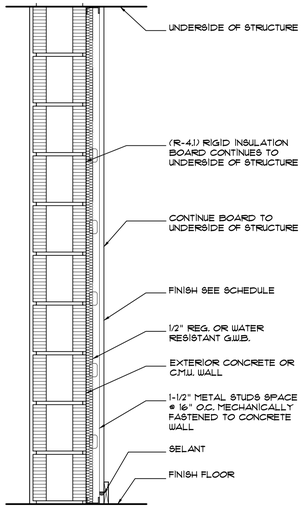
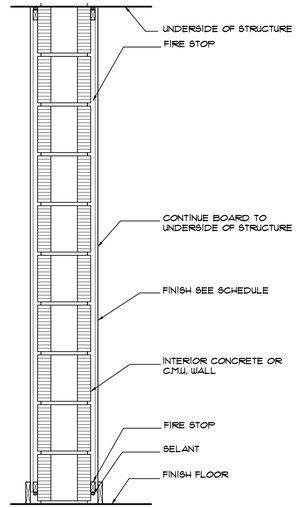
DATE : 05-21-2021
SCALE : AS NOTED
PROJECT NO : 21-0028
DRAWING NO : A-06.

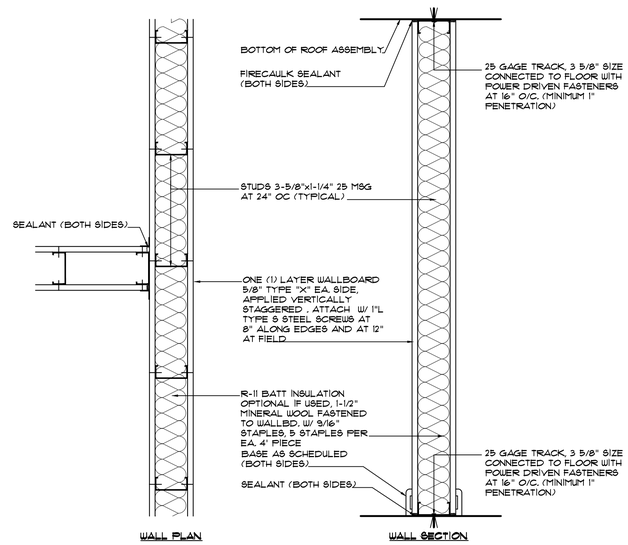


PARTITION (A)
TYPICAL DRYWALL FURRING PARTITION EXTERIOR FACING WALL

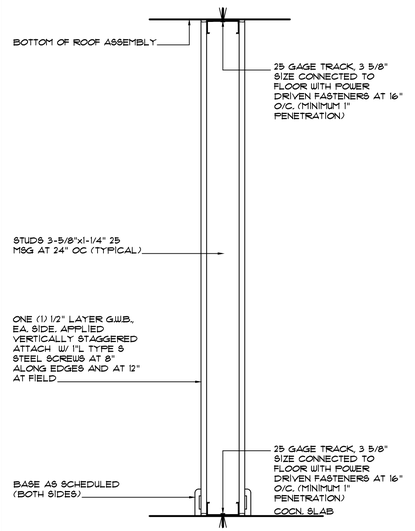


PARTITION (B)
TYPICAL DRYWALL WITH FURRING INTERIOR WALL

A — TYPICAL DRYWALL CONDITIONS ON C.M.U. OR CONCRETE WALLS
SCALE: N.T.S.



3 — 1 HOUR F.R. PARTITION (UL 465)



4 — INTERIOR PARTITION

INTERIOR PARTITION LOAD BEARING (CABINETS & GRAB BARS) N/R PROVIDE DOUBLE STUDS OR 20 GAUGE CHANNEL SHAPED STUDS @ 16" O.C. AND PROVIDE TWO 2"x4" HORIZONTAL WOOD BLOCKING FASTENED TO NO LESS THAN TWO STUDS IN WITH 1 FULL LAYER OF 5/8" TYPE "X" GYPSUMWALLBOARD APPLIED VERTICALLY & ATTACHED WITH 1" LONG 9d DRYWALL SCREWS, EACH SIDE, SCREWS TO BE 8" O.C. AT PERIMETER AND 12" O.C. AT INTERMEDIATE, IN COMPLIANCE WITH SECTION 2510 OF F.B.C.

B — TYPICAL 1 HOUR FIRED RATED INTERIOR G.W.B. PARTITION
SCALE: N.T.S.

C — TYPICAL INTERIOR G.W.B. PARTITION
SCALE: N.T.S.

REVISIONS :

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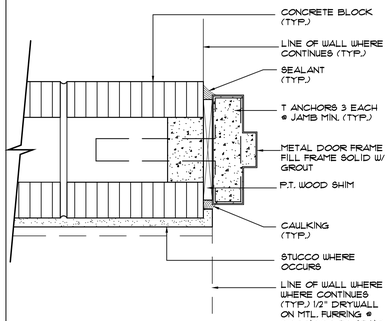
2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE :	SCALE :
05-21-2021	AS NOTED

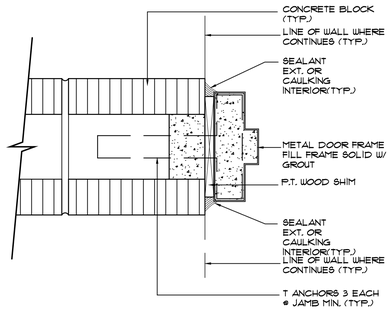
PROJECT NO : 21-0028

DRAWING NO : A-07.



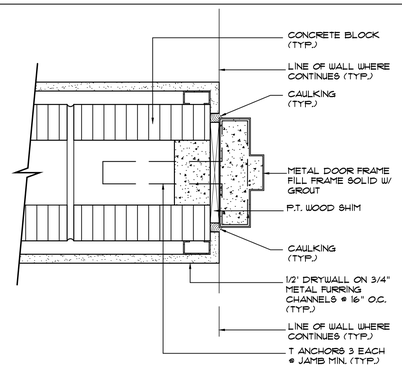
A JAMB / HEADER DETAIL (SIM)

SCALE: 3" = 1'-0"



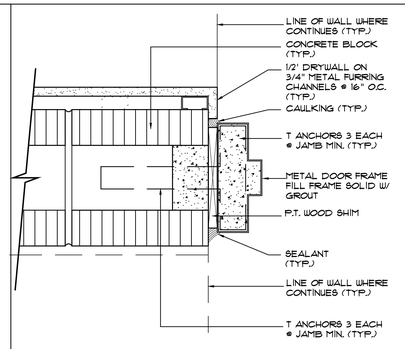
B JAMB / HEADER DETAIL (SIM)

SCALE: 3" = 1'-0"



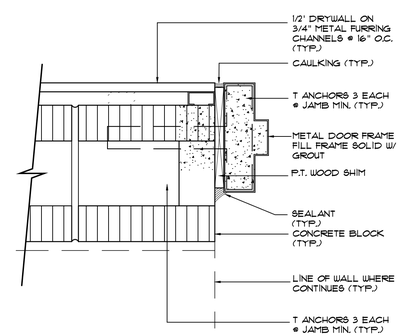
C JAMB / HEADER DETAIL (SIM)

SCALE: 3" = 1'-0"



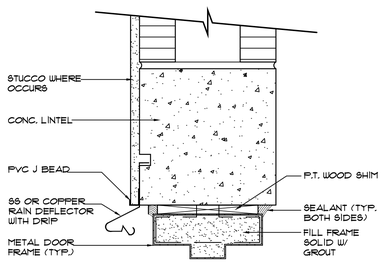
D JAMB / HEADER DETAIL (SIM)

SCALE: 3" = 1'-0"



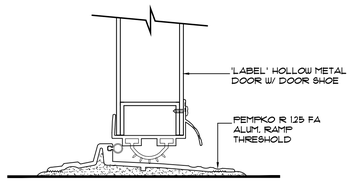
E JAMB / HEADER DETAIL (SIM)

SCALE: 3" = 1'-0" 1 HOUR FIRED RATED WALL



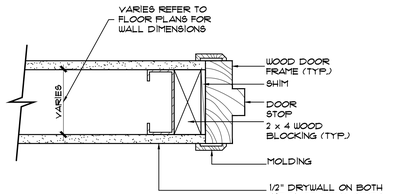
F HEADER DET. AT EXT. DOOR

SCALE: 3" = 1'-0"



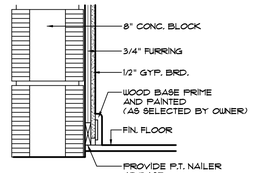
G THRESHOLD DET. AT EXT. DOOR

SCALE: N.T.S.



H JAMB / HEADER (SIM)

SCALE: 3" = 1'-0"



I TYPICAL BASE BOARD DETAIL

SCALE: 1 1/2" = 1'-0"

SECURITY AND FORCED ENTRY PREVENTION
ALL EXTERIOR DOORS AND WINDOWS, INCLUDING OVERHEAD GARAGE DOORS AND DOOR CONNECTING GARAGE WITH BUILDING, SHALL COMPLY WITH THE FLORIDA BUILDING CODE LATEST EDITION AND AMENDMENTS.

STANDARDS:
1. BURGLAR-RESISTANT GLASS SHALL COMPLY WITH ASTM C 1036 FOR POLISHED PLATE GLASS.
2. TESTS OF BURGLAR-RESISTANT GLAZING MATERIALS SHALL COMPLY WITH THE UNDERWRITER'S LABORATORIES STANDARD FOR SAFETY OF BURGLAR-RESISTANT GLAZING MATERIAL. UL 12
3. GLASS AND GLASS-LIKE MATERIALS SHALL COMPLY WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) STANDARD FOR TRANSPARENT SAFETY GLAZING MATERIAL USED IN BUILDINGS. Z97.1
4. ALUMINUM WINDOWS SHALL COMPLY WITH THE ARCHITECTURAL ALUMINUM MANUFACTURER'S ASSOCIATION (AAMA) STANDARD FOR FORCED-ENTRY RESISTANT HORIZONTAL SLIDING WINDOWS, AAMA 1302.5, AND ANSI/AAMA 101.
5. SLIDING GLASS DOORS SHALL COMPLY WITH THE ARCHITECTURAL ALUMINUM MANUFACTURER'S ASSOCIATION (AAMA) STANDARD FOR FORCED-ENTRY RESISTANT ALUMINUM SLIDING GLASS DOORS, AAMA 1303.5, AND ANSI/AAMA 101.

DOORS AND DOOR LOCKS:
1. LOCKS ON APARTMENT AND EXTERIOR DOORS SHALL BE A MINIMUM OF 6,000 POSSIBLE KEY CHANGES OR LOCKING COMBINATIONS.
2. EXTERIOR DOORS SERVING AS PRIMARY MEANS OF EGRESS SHALL BE EQUIPPED WITH A COMBINATION DEAD LATCH AND DEAD BOLT DEVICE WHICH SHALL COMPLY WITH OF THE F.B.C.
3. DEAD BOLTS SHALL BE HARDENED OR CONTAIN INSERTS.
4. LOCKS ON DOORS, WHERE SUCH LOCKS ARE REQUIRED TO BE INTRUSION AND BURGLAR-RESISTANT, SHALL BE CAPABLE OF RESISTING A FORCE OF 300 POUNDS APPLIED IN ANY MOVABLE DIRECTION.
5. DEAD BOLTS SHALL HAVE BEVELED, HARDENED CYLINDER GUARD ON THE EXTERIOR SIDE OF DOOR.
6. CONNECTING SCREW HEADS OF DEAD BOLTS SHALL NOT BE EXPOSED ON THE EXTERIOR SIDE OF DOOR, OR SHOULD BE OF TAMPER-RESISTANT DESIGN.

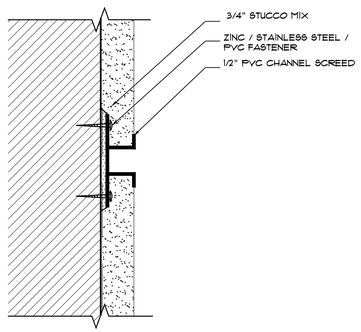
APPLICATION OF LOCKS TO OTHER DOORS SHALL BE AS FOLLOWS:

7. THE ACTIVE LEAF OF PAIRS OF SWINGING DOORS TO THE EXTERIOR SHALL HAVE LOCKS AS REQUIRED FOR SINGLE SWINGING DOORS OR BE PROVIDED WITH MULTIPLE-POINT LOCKS WHICH CONTAIN INSERTS, EACH WITH 5/8 INCH THROW BOLTS AND CYLINDER LOCK.
8. THE EGRESS SIDE OF THE INACTIVE LEAF OF PAIRS OF SWINGING DOORS TO THE EXTERIOR SHALL BE PROVIDED WITH MULTIPLE-POINT LOCKS OR FLUSH OR SURFACE BOLTS TOP AND BOTTOM, EACH WITH A MINIMUM 5/8 INCH THROW AND 1/2 INCH MINIMUM ENGAGEMENT.
9. SLIDING GLASS DOORS IN EXTERIOR WALLS AND ACCESSIBLE FROM THE OUTSIDE SHALL BE PROVIDED WITH SLIDING DOOR DEAD BOLTS, OR A BOLT OR PIN NOT REMOVABLE OR OPERABLE FROM THE EXTERIOR, AT THE JAMB, HEAD, SILL OR AT THE MEETING MULLIONS.
10. SUCH DOORS SHALL BE REINFORCED IN THE STRIKE LOCK AREA TO MAINTAIN BOLT STRENGTH EFFECTIVENESS WHERE NECESSARY TO MEET THE REQUIREMENTS SET HEREIN.
11. SUCH DOORS SHALL HAVE NO SCREWS REMOVABLE FROM THE OUTSIDE WHICH, IF REMOVED, WOULD FACILITATE READY ENTRY, NOR SHALL ANY DOOR LEAF WHEN CLOSED AND LOCKED BE OPERABLE FROM THE OUTSIDE.

EXTERIOR WINDOWS:
1. EXTERIOR WINDOWS SHALL BE LOCKED WITH A DEVICE ON THE INSIDE CAPABLE OF WITHSTANDING A FORCE OF 150 POUNDS APPLIED IN AN OPERABLE DIRECTION UNLESS THE WINDOW OPENING IS PROTECTED BY OTHER INTRUSION SECURITY DEVICES AS SET FORTH HEREIN, OR AN APPROVED EQUIVALENT.
2. WOOD JAMBS SHALL BE SECURED AT MINIMUM OF 6 POINTS OF ANCHORING PER VERTICAL SIDE.
3. SUB-BACKS SHALL BE OF PRESSURE-MATERIAL AT LEAST 2 INCHES NOMINAL THICKNESS, AND SECURED IN AT LEAST 6 POINTS OF EACH LEG WITH 3 INCH OR EQUIVALENT FASTENERS.
4. JAMBS SHALL BE PROVIDED WITH APPROVED REINFORCING STRIKES INSTALLED WITH SCREWS AT LEAST 3 INCHES IN LENGTH. SCREWS SHALL PENETRATE SUB-BUCKS TO A DEPTH OF AT LEAST 1 INCH.
5. GLAZING OTHER THAN IN DOORS AND WITHIN 40 INCHES OF THE INSIDE LOCKING DEVICE OF DOORS TO THE EXTERIOR SHALL COMPLY WITH STANDARD SET FORTH OR BE PROTECTED AS PROVIDED IN THE FLORIDA BUILDING CODE.
6. SLIDING GLASS DOORS SHALL AND HORIZONTALLY SLIDING WINDOWS SHALL BE CONSTRICTED AND INSTALLED SO THAT NO PANEL CAN BE LIFTED FROM THE TRACKS WHEN IN A LOCKED POSITION AND PROVIDED WITH LOCKS AS SET FORTH IN THE FLORIDA BUILDING CODE.
7. SUCH DOORS AND WINDOWS SHALL ALSO COMPLY WITH THE RESISTANCE STANDARDS SET FORTH IN CHAPTER 36 OF THE SOUTH FLORIDA BUILDING CODE.

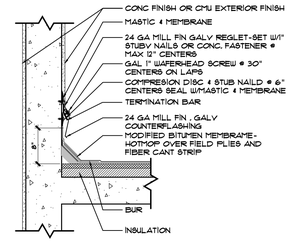
THRESHOLD NOTES:
1. ALL ALUMINUM THRESHOLDS SHALL BE AS MANUFACTURED BY PEMKO.
2. ALUM. THRESHOLDS AT FIRE RATED DOORS SHALL BE UL CLASSIFIED.
3. ALUM. THRESHOLD SHALL BE BARRIER FREE AT ALL DOORS ON AN ACCESSIBLE ROUTE.
4. FINISHES FOR THRESHOLD AT PUBLIC SPACES (LOBBY, SPA, MULTIPURPOSE ROOMS, ETC.) SHALL BE AS SPECIFIED BY THE INTERIOR DESIGNER. SHOULD THE INTERIOR DESIGNER NOT SPECIFY THRESHOLDS BUILDING STANDARD SHALL APPLY. 5. AT SERVICE LEVEL AND STAIRS ALL THRESHOLDS SHALL BE A MILL FINISH ALUMINUM.
6. UNIT THRESHOLD FINISH SHALL BE AS SELECTED BY OWNER. ALL THRESHOLDS IN UNITS SHALL COMPLY WITH ALL APPLICABLE ADA/FAIR HOUSING REQUIREMENTS.

GENERAL NOTES:
1. THE CONTRACTOR SHALL PROVIDE MIAMI-DADE COUNTY PRODUCT CONTROL APPROVED HURRICANE SHUTTERS FOR ALL WINDOWS, SLIDING GLASS DOORS AND STOREFRONTS 30 FEET OR LESS ABOVE FINISH GRADE EXCEPT WHERE STOREFRONTS ARE ENGINEERED AND INSTALLED TO MEET OR EXCEED FLORIDA BUILDING CODE IMPACT REQUIREMENTS.



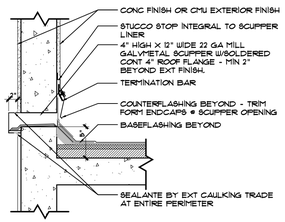
J CHANNEL SCREED

SCALE: N.T.S.



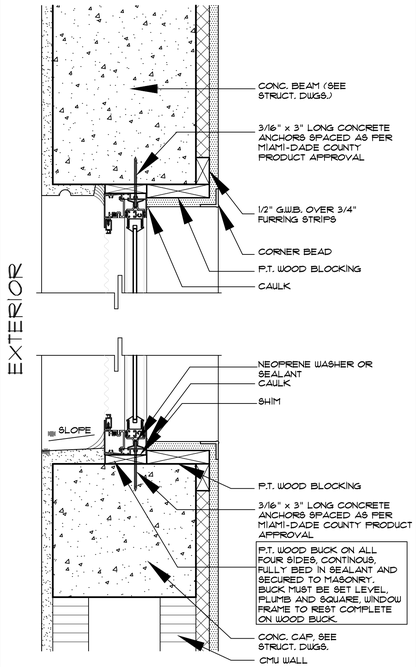
K BASE & COUNTER FLASHING

SCALE: 1" = 1'-0"



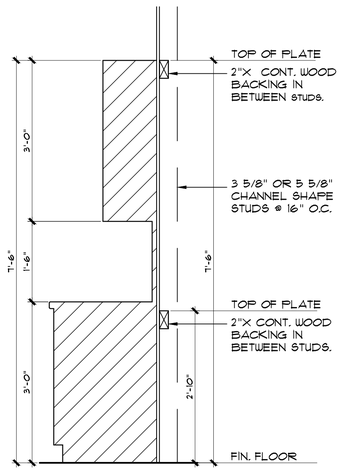
L EMERGENCY OVERFLOW SCUPPER

SCALE: 1" = 1'-0"



M WINDOW HEAD / SILL DETAIL

SCALE: N.T.S.



N CABINET BLOCKING DETAIL

SCALE: 3/4" = 1'-0"

REVISIONS :

TAPIA-RUANO ARCHITECT INC.
MANUEL TAPIA-RUANO R.A. AR 0008428
ARCHITECTURE - PLANNING - INTERIOR DESIGN
1753 SW 23rd TERRACE MIAMI FLORIDA 33145

LAYER ZERO DESIGN INC
ARCHITECTURE - PLANNING - INTERIOR DESIGN
50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

05-22-2021

NO. AR 0008428

PROPOSED SITE PLAN APPROVAL PRELIMINARY

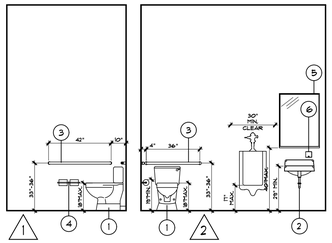
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

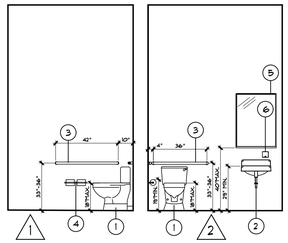
DATE :	SCALE :
05-21-2021	AS NOTED

PROJECT NO : 21-0028

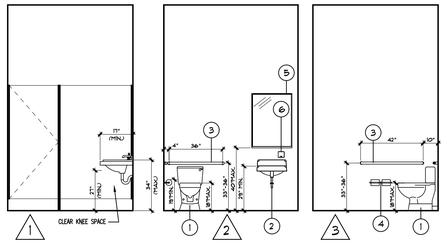
DRAWING NO : A-08.



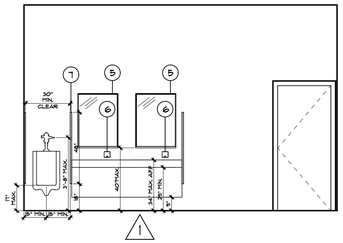
TOILET - 1



TOILET - 2



TOILET - 3



OPERATORS TOILET

1. TOILET, W/ 3.5 GPF ELONGATED FLUSH VALVE W/ TOILET SEAT UNIT RAISED TO 19" A.F.F. TO COMPLY W/ HANDICAP STANDARDS
2. INSULATE ALL PIPES TO PREVENT SCALDING
3. GRAB BAR MOUNTED 33" A.F.F. (BACK WALL 36" LONG AND SIDE WALL 42" LONG)
4. SURFACE MOUNTED MULTI-ROLL TOILET TISSUE DISPENSER BOBRICK B-686 OR EQUAL. MOUNTED 24" A.F.F.
5. CLEAR MIRROR.
6. WALL MTD ST STL LIQUID TANK TYPE SOAP DISPENSER
7. WALL MTD DIVIDER BETWEEN URINALS, 2' W x 4'-0" HIGH PANEL 18" CLEAR @ BASE

TOILET ROOMS INTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"

WINDOW SCHEDULE AT GROUND FLOOR

(#)	ROOM NAME	UNIT SIZE W	UNIT SIZE H	EGRESS	TYPE	MATERIALS	FINISH	WIND LOADS	PRODUCT N.O.A.
A	CONFERENCE ROOM	60"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
B	CONFERENCE ROOM	60"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
C	CONFERENCE ROOM	54"	48"						
D	CONFERENCE ROOM	60"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
E	CONFERENCE ROOM	54"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
F	BREAK ROOM	84"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
G	DISPATCHERS	72"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
H	DISPATCHERS	72"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
I	DISPATCHERS	96"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
J	DISPATCHERS	96"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
K	EXECUTIVE OFFICE	80"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
L	EXECUTIVE OFFICE	80"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
M	EXECUTIVE OFFICE	84"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
N	PRIVATE OFFICE	84"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
O	ACCOUNTING OFFICE	84"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
P	ACCOUNTING	84"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
Q	ACCOUNTING	84"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
R	ACCOUNTING	84"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		
S	ACCOUNTING	84"	48"	N/A	FIXED	ALUMN. GLASS	BRONZE ANODIZED		

GENERAL NOTES:

NOTE-1: MIAMI-DADE COUNTY APPROVED: CONTRACTOR SHALL PROVIDE MIAMI-DADE COUNTY PRODUCT APPROVAL NUMBER BEFORE INSTALLATION

NOTE-2: ALL GLAZING FOR EXTERIOR WINDOWS SHALL BE HI-IMPACT GLAZING, MIAMI-DADE COUNTY N.O.A. APPROVED

DOOR SCHEDULE

(#)	ROOM NAME	SIZE WIDTH	SIZE HGT.	SIZE THK.	TYPE	CORE	MATERIAL	FRAME	REMARKS
1	RECEPTION LOBBY	36"	84"	1-3/4"	FLUSH	---	GLASS/METAL	METAL	SEE NOTES 1, 2, 3, 4, 5 WITH 36" SIDELITE BRONZE ANODIZED FINISH PROVIDE PANIC HARDWARE SEE NOTES THIS SHT.
2	RECEPTION LOBBY CONFERENCE	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	PROVIDE PANIC HARDWARE SEE NOTES THIS SHT.
3	ROOM	36"	84"	1/2"	FLUSH	---	GLASS	---	SEE NOTES 1, 2, 3 WITH 24" SIDELITE CAT-II SAFETY GLASS
4	BREAK ROOM	36"	84"	1/2"	FLUSH	---	GLASS	---	SEE NOTES 1, 2, 3 WITH 24" SIDELITE CAT-II SAFETY GLASS
5	JANITOR CLOSET	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	1 HOUR FIRE RATED WITH AUTO CLOSERS
6	DRIVERS WATING ROOM	36"	84"	1-3/4"	FLUSH	---	METAL	WOOD	
7	DISPACHERS	36"	84"	1-3/4"	FLUSH	---	METAL	WOOD	
8	DRIVERS WATING ROOM OPERATORS	36"	84"	1-3/4"	FLUSH	---	GLASS/METAL	METAL	SEE NOTES 1, 2, 3, 4, 5, BRONZE ANODIZED FINISH PROVIDE PANIC HARDWARE SEE NOTES THIS SHT.
9	TOILET	36"	84"	1-3/4"	FLUSH	---	GLASS/METAL	METAL	SEE NOTES 1, 2, 3, 4, 5, BRONZE ANODIZED FINISH PROVIDE PANIC HARDWARE SEE NOTES THIS SHT.
10	TOILET - 2	36" (2)	84"	1-3/4"	FLUSH	---	METAL	METAL	
11	I.T. CLOSET	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	
12	ACCOUNTING	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	
13	ACCOUNTING OFFICE	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	
14	TOILET - 1	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	
15	PRIVETE OFFICE	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	
16	EXECUTIVE OFFICE	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	
17	EXECUTIVE OFFICE	36"	84"	1-3/4"	FLUSH	---	METAL	METAL	

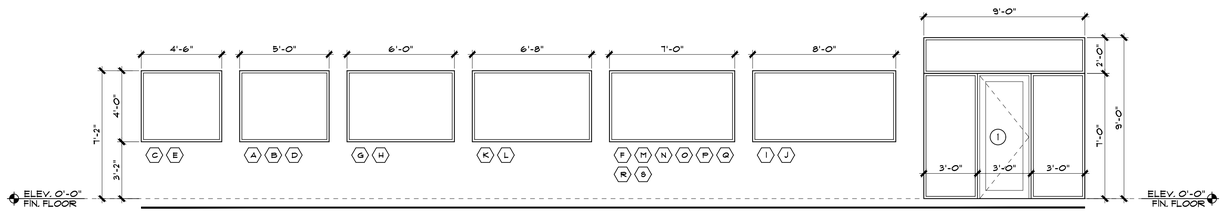
DOOR SCHEDULE NOTES:

1- MIAMI-DADE COUNTY APPROVED: CONTRACTOR SHALL PROVIDE MIAMI-DADE COUNTY PRODUCT APPROVAL NUMBER (N.O.A.) BEFORE INSTALLATION.
2- PROVIDE WEATHER-STRIPPING.
3- EXTERIOR SWING DOOR SHALL BE PROVIDED WITH ALUMN. THRESHOLD.
4- ALL GLAZING SHALL BE LARGE-MISSILE IMPACT RESISTANT.
5- DOOR DIMENSIONS ARE UNIT SIZE. COORDINATE MASONRY OPENING W/ SUPPLIER

NO DOOR IN ANY MEANS OF EGRESS SHALL BE LOCKED AGAINST EGRESS WHEN THE BUILDING IS OCCUPIED. ALL LOCKING DEVICES WHICH IMPEDE OR PROHIBIT EGRESS OR WHICH CAN NOT BE EASILY ENGAGED SHALL BE PROHIBITED
DOORS IN THE MEANS OF EGRESS SHALL BE SINGLE ACTION RELEASE, NOT REQUIRE TO USE OF A KEY,TOOL, OR SPECIAL KNOWLEDGE TO OPEN FROM THE EGRESS SIDE. AS PER F.B.C. 423.13.6

EXIT DOOR PANIC HARDWARE NOTE:

PROVIDE PANIC HARDWARE ON BUILDING EXIT DOORS IN COMPLIANCE WITH N.F.P.A. 12.2.2.2.3
1 PUSH TRIMCO 1807-4
CLOSER: DORMA 760 PA



REVISIONS :

TAPIA-RUANO ARCHITECT INC.
MANUEL TAPIA-RUANO R.A. AR 0008428
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1753 SW 23rd TERRACE MIAMI FLORIDA 33145

LAYER ZERO DESIGN INC
ARCHITECTURE - PLANNING - INTERIOR DESIGN
50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

05-22-2021

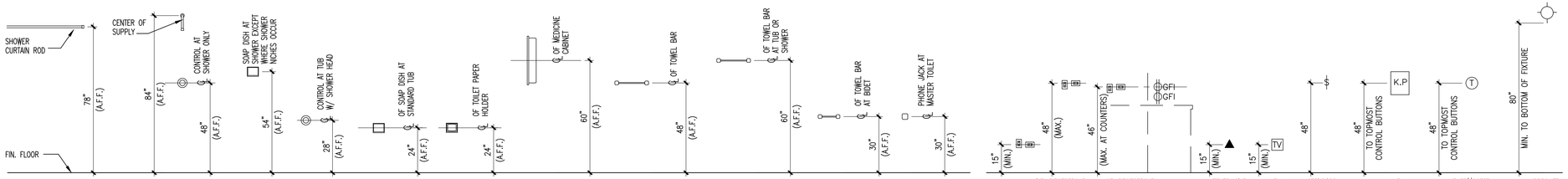
NO. AR 0008428

PROPOSED SITE PLAN APPROVAL PRELIMINARY

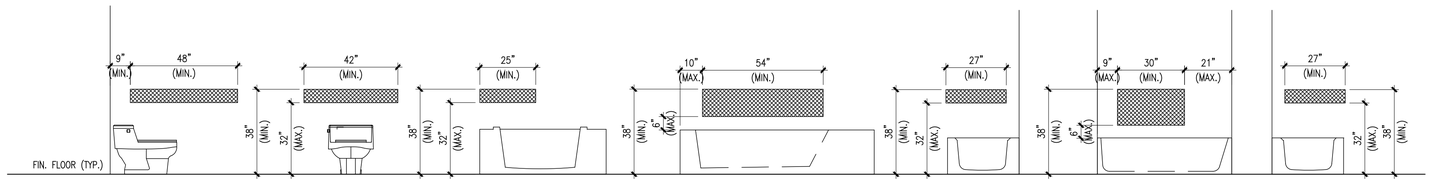
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

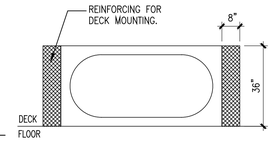
2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE : 05-21-2021
SCALE : AS NOTED
PROJECT NO : 21-0028
DRAWING NO : A-09

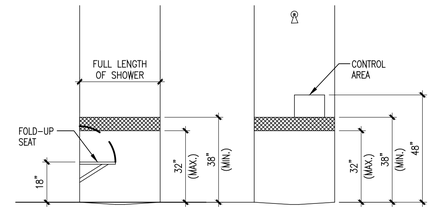


1. SWITCHES & OUTLETS TO BE SET AS LOW AS POSSIBLE TO COMPLY WITH NEC & ADA ACCESSIBILITY CODES.
2. SWITCHES & THERMOSTATS SHALL BE LOCATED ADJACENT TO A WALL EDGE OR DOOR JAMB. THERMOSTAT AND KEY PAD SHALL BE INSTALLED SUCH THAT THE TOPMOST CONTROL BUTTONS ARE 48" ABOVE FINISHED FLOOR MAX.
3. SWITCHES SHALL BE GANGED WHERE EVER POSSIBLE.
4. REFER TO PLANS FOR LOCATIONS OF ACCESSIBLE FIXTURES AT LOBBY LEVEL AND ALL PUBLIC SPACES.
5. ALL GRAB BARS SHALL COMPLY WITH ANSI STANDARDS FOR STRUCTURAL STRENGTH. BACKING FOR GRAB BARS SHALL BE MINIMUM 12 GA GALV. STEEL PLATE. GRAB BARS, MOUNTING DEVICES AND FASTENERS SHALL BE ABLE TO RESIST AN APPLIED FORCE OF 250LB-FT IN ANY DIRECTION. GRAB BARS SHALL NOT ROTATE WITHIN THEIR FITTINGS.

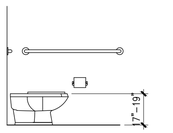




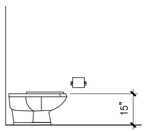
DECK MOUNTED TUB
(W/ FLOOR/DECK MOUNTED GRAB BARS)



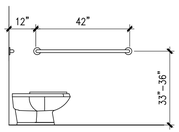
SHOWER



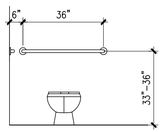
A. HANDICAPPED TOILET



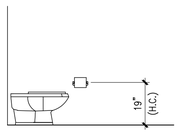
B. STANDARD TOILET



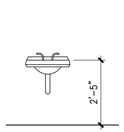
C. GRAB BAR @ TOILET



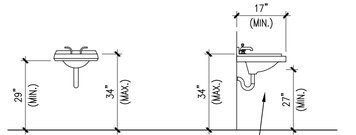
D. TOILET PAPER DISPENSER



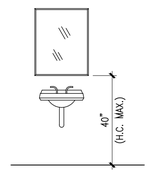
D1. H.C. TOILET PAPER DISPENSER



F. STANDARD LAVATORY

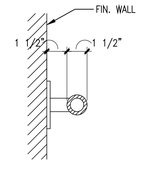


G. HANDICAPPED LAVATORY

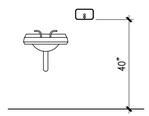


K. STANDARD MIRROR (NOT USED)

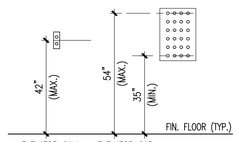
K1. HANDICAPPED TILT MIRROR



L. GRAB BAR DETAIL



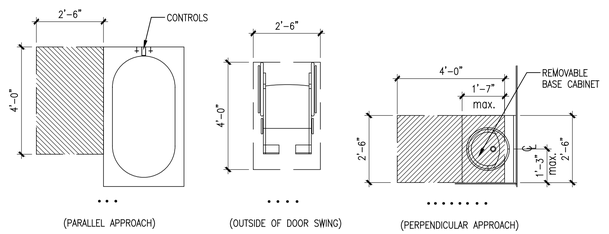
M. SOAP DISPENSER

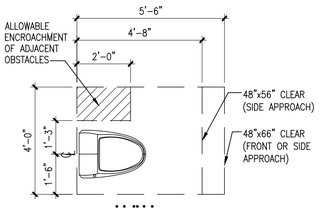


ELEVATOR CALL BUTTONS
ELEVATOR CAR CONTROL

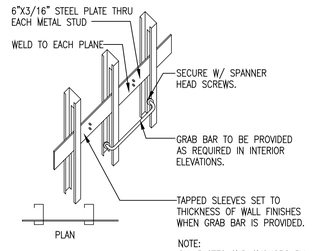
1 A.D.A. AND FAIR HOUSING CLEARANCES (TO BE USED IN THIS PROJECT AS APPLICABLE)

3/8" = 1'-0"





STRUCTURAL STRENGTH:
1. GRAB BARS AND SEATS SHALL BE ABLE TO WITHSTAND THE APPLICATION OF A 250 LBF BENDING MOMENT STRESS AND SHEAR STRESS.
2. FASTENERS AND MOUNTING DEVICES SHAL BE ABLE TO WITHSTAND 250 LBF OF SHEAR STRESS.
3. TENSILE FORCE IN A FASTENER BY DIRECT TENSION FORCE OF 250 LBF PLUS THE MAX. MOMENT FROM THE APPLICATION OF THE 250 LBF SHALL BE LESS THAN THE WITHDRAWAL LOAD BETWEEN THE FASTENER AND SUPPORTING STRUCTURE.



PLAN

NOTE:
ALL PLATES AND ANCHORS BY MISCELLANEOUS IRON CONTRACTOR.

2 A.D.A. AND FAIR HOUSING CLEARANCES (TO BE USED IN THIS PROJECT AS APPLICABLE)

3/8" = 1'-0"

REVISIONS :

TAPIA-RUANO ARCHITECT INC.
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05-22-2021

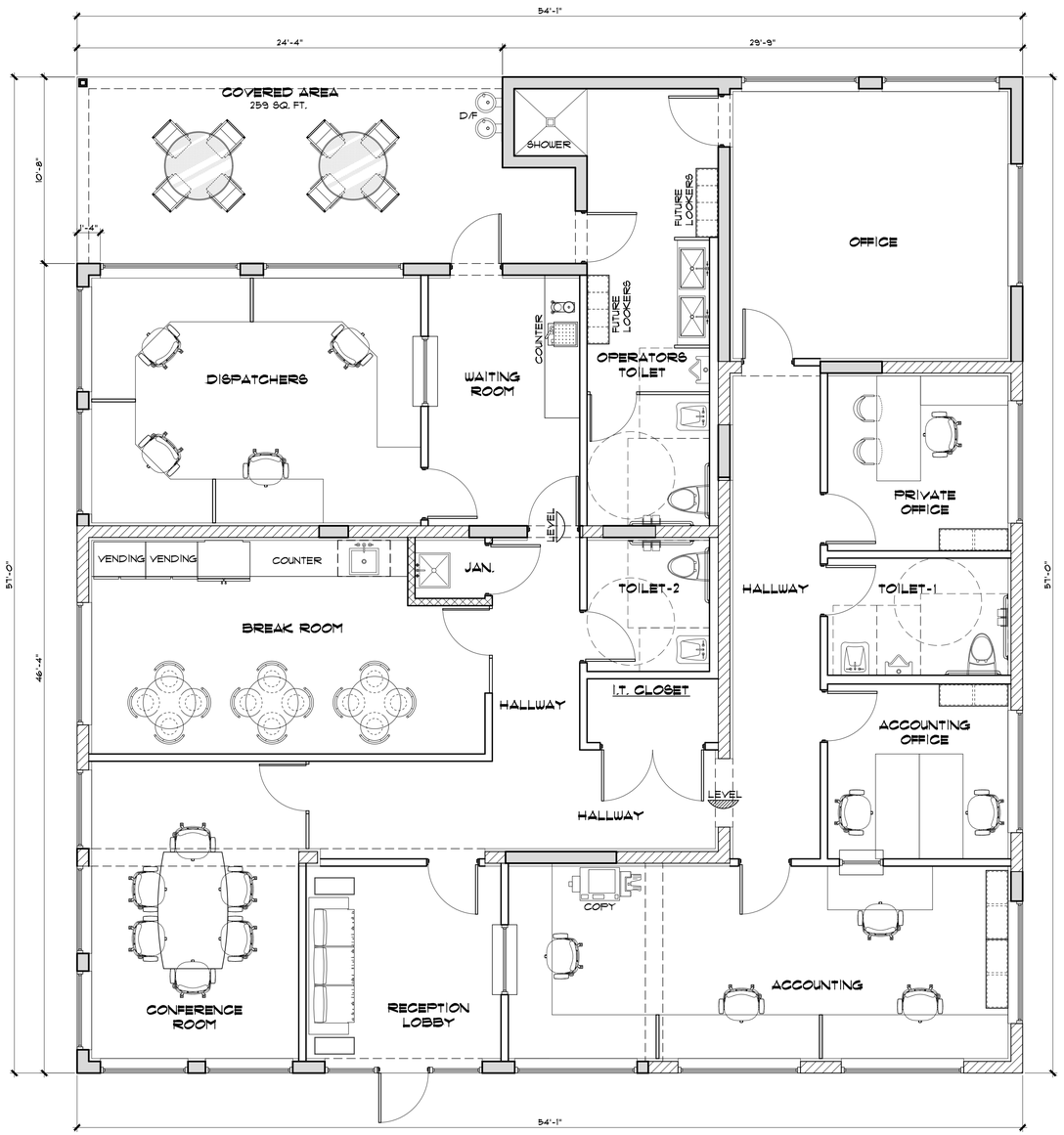
NO. AR 0008428

PROPOSED SITE PLAN APPROVAL PRELIMINARY

ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE : 05-21-2021
SCALE : AS NOTED
PROJECT NO : 21-0028
DRAWING NO : A-010



PROPOSED FURNITURE PLAN

SCALE: 1/4" = 1'-0"

TERMITE PROTECTION NOTE:

PRIOR TO THE BUILDING FINAL INSPECTION A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY A LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT;
"THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

ACCESSIBILITY NOTES:

ALTERATIONS TO BUILDINGS REQUIRE IMPROVEMENTS TO ACCESSIBILITY OF EXISTING- FBCA 202.3. IMPROVEMENTS MAY INCLUDE PROVIDING ACCESSIBLE
ENTRANCE, ACCESSIBLE ROUTE TO ALTERED AREA, RESTROOM ACCESSIBILITY IMPROVEMENTS (GRAB BARS, TOILETS, SINKS, MAKING DOORS WIDER, INSTALLATION OF
LEVER HANDLES ON DOORS), ETC. IMPROVEMENTS NEED NOT TO EXCEED 20% OF OVERALL COST OF ALTERATIONS -FBCA 202.4.

EXIT DOOR PANIC HARDWARE NOTE:

PROVIDE PANIC HARDWARE ON BUILDING EXIT DOORS IN
COMPLIANCE WITH N.F.P.A. 12.2.2.2.3
1 PUSH TRIMCO 1801-4
1 PUSH TRIMCO 1804-4
CLOSER: DORMA 760 PA-WHITE FINISH

DOOR SCHEDULE NOTES:

1- MIAMI-DADE COUNTY APPROVED: CONTRACTOR SHALL PROVIDE MIAMI-DADE COUNTY PRODUCT APPROVAL NUMBER (N.O.A.) BEFORE INSTALLATION.
2- PROVIDE WEATHER-STRIPPING.
3- EXTERIOR SWING DOOR SHALL BE PROVIDED WITH ALUM. THRESHOLD.
4- ALL GLAZING SHALL BE LARGE-MISSILE IMPACT RESISTANT.
5- DOOR DIMENSIONS ARE UNIT SIZE. COORDINATE MASONRY OPENING W/ SUPPLIER

INTERIOR FINISH GENERAL NOTES:

1. ALL FINISH FLOORING SHALL BE SELECTED BY OWNER.
2. ALL BATHROOM ARE TO HAVE CERAMIC TILE FLOOR WALLS & BASES.
3. TUB AND SHOWER WALLS ARE TO BE TILED FULL HEIGHT.
4. ALL DOORS TO BE FLUSH SOLID CORE (PAINT GRADE).
5. FRAMES AND BASES ARE TO BE PAINT GRADE WOOD.
6. ALL WINDOW SILLS ARE TO BE WHITE MARBLE.
7. ALL PLUMBING FIXTURES ARE TO BE AMERICAN STANDARD OR EQUAL.
8. PROVIDE WATER PROTECTION PAN LINERS AT ALL SHOWER LOCATIONS

BATHROOM NOTES:

BATHTUB AND SHOWER SPACES. BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL EXTEND TO A HEIGHT OF NOT LESS THAN 6 FEET (1829 MM) ABOVE THE FLOOR.

1. USE MOISTURE RESISTANT GYPSUM WALL BOARD AT BATHROOM
2. USE CEMENT BOARDS AT WALL AREAS TO RECEIVE CERAMIC TILE
3. USE EPOXY PAINT AT BATHROOM

HAZARDOUS GLAZING NOTE:

PROVIDE SAFETY GLASS "CATEGORY II" IN COMPLIANCE WITH F.B.C.

DRINKING FOUNTAIN NOTES:

ACCESSIBLE (HI-LO) DRINKING FOUNTAINS
-SPOUT OUTLET OF DRINKING FOUNTAINS FOR STANDING PERSONS SHALL BE 38" MIN. AND 43" MAX. ABOVE THE FINISH FLOOR - FBCA 602.7
-SPOUT OUTLET FOR THE LOW TYPE DRINKING FOUNTAINS SHALL BE 36" MAX. ABOVE FINISH FLOOR- FBCA 602.4
-BOTTOM OF BOTH DRINKING FOUNTAIN APRONS SHALL BE 27" AFF AS TO COMPLY WITH PROTRUDING OBJECTS & KNEE SPACE REQUIREMENT - FBCA 306 & 307. ACCESSIBLE DRINKING FOUNTAIN SHALL BE CENTERED ON 30"X48" CLEAR FLOOR SPACE FOR FORWARD APPROACH - FBCA 602. CENTERLINE OF LOW ACCESSIBLE DRINKING FOUNTAIN SHALL BE 15" FROM ADJACENT SIDE WALL.

WALL LEGEND

1. EXISTING 8"x 8"x 16" MASONRY UNITS WALL (2 HOURS FIRE RATED)
2. PROPOSED 8"x 8"x 16" MASONRY UNITS WALL (2 HOURS FIRE RATED)
3. PROPOSED 4" INTERIOR G.W.B. PARTITION NON-LOAD BEARING 1 HR FIRED RATED (UL465)
4. PROPOSED 4" INTERIOR G.W.B. PARTITION NON-LOAD BEARING (N/R)

INTERIOR PARTITION LOAD BEARING (CABINETS & GRAB BARS) N/R PROVIDE DOUBLE STUDS OR 20 GAUGE CHANNEL SHAPED STUDS @ 16" O.C. AND PROVIDE TWO 2"x4" HORIZONTAL WOOD BLOCKING FASTENED TO NO LESS THAN TWO STUDS IN WITH 1 FULL LAYER OF 5/8" TYPE "X" GYPSUM WALL BOARD APPLIED VERTICALLY & ATTACHED WITH 1" LONG #6 DRYWALL SCREWS, EACH SIDE. SCREWS TO BE 8" O.C. AT PERIMETER AND 12" O.C. AT INTERMEDIATE, IN COMPLIANCE WITH SECTION 2510 OF F.B.C.

GENERAL NOTES

1. DO NOT SCALE DRAWINGS USE LISTED DIMENSIONS ONLY. CONTRACTOR/OWNER SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE EVENT OF CONFLICT, SHALL NOTIFY ARCHITECT/ ENGINEER BEFORE PROCEEDING.
2. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF STRUCTURE.
3. CONTRACTOR/OWNER SHALL COORDINATE WITH PLANS AND THE VARIOUS TRADES SO THAT PROPER OPENINGS AND CHASES ARE PROVIDED.
4. ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED.
5. USE GALVANIZED NAILS ONLY FOR EXTERIOR WOOD WORK.
6. ALL STUCCO SCRATCH COATS SHALL BE ALLOWED A 24 HRS. DRYING PERIOD.
7. SUBSTITUTIONS OF SPECIFIED PRODUCTS AND/OR MATERIALS BY WRITTEN REQUEST AND SUBJECT TO APPROVAL BY OWNER/ARCHITECT.
8. PROVIDE WOOD BLOCKING AT ALL WINDOWS, DOORS, CABINETS, STAIR RAILING GRAB BARS, TOWEL BARS AND ANY OTHER ITEMS THAT ARE WALL SUPPORTED.
9. IN AN OUTSIDE WINDOW OR DOOR OPERABLE FROM THE INSIDE, THE MODE OF OPERATION SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT, SUCH CLEAR OPENING SHALL BE NOT LESS THAN 20" IN WIDTH, AND 24" IN HEIGHT, 5.7 SQ. FT. IN AREA THE BOTTOM OF THE OPENING SHALL NOT BE MORE THAN 44" ABOVE THE FINISHED FLOOR AND NO PART OF THE OPERATING MECHANISM SHALL BE PLACED HIGHER THAN 54" ABOVE FINISHED FLOOR.

APPLICABLE CODES

- FLORIDA BUILDING CODE 2020, 7TH EDITION COMMERCIAL
- FLORIDA BUILDING CODE 2020, 7TH EDITION EXISTING

INSULATION NOTES:

- R-19 EXISTING ROOF INSULATION
- PROVIDE R=4.1 EXTERIOR CONCRETE WALL INSULATION

REFER TO ENERGY CALCULATION AND H.V.A.C. PLANS

DOORS GENERAL NOTES

1. ALL DOORS AND HARDWARE TO COMPLY WITH ALL REQUIREMENTS OF F.B.C. 2020 AND THE AMERICAN DISABILITIES ACT. ALL DOORS TO BE EQUIPPED WITH HANDICAPPED OPERABLE HANDLES. F.B.C.A. 2020.
2. CONTRACTOR TO SUBMIT COMPLETE SHOP DRAWINGS OF ALL GLASS/ALUMINUM WINDOWS AND ALL METAL DOORS AND FRAMES.
3. ALL HOLLOW METAL DOORS AND FRAMES TO RECEIVE ENAMEL PAINT FINISH, COLOR TO BE SELECTED BY ARCHITECT.
4. ALL HOLLOW METAL DOORS TO HAVE KEYED LOCK SETS A.D.A. APPROVED LEVER DESIGN, WITH KEY OPERATED DEAD BOLTS, SCHLAGE OR EQUAL. DOORS TO HAVE A MASTER KEY.
5. ALL EXTERIOR DOORS TO HAVE CURRENT MIAMI DADE COUNTY PRODUCT APPROVAL.
6. ALL INTERIOR WOOD DOORS AND FRAMES SHALL BE PAINT GRADE.
7. EVERY BATHROOM DOOR SHALL HAVE LOCKING MECHANISM FOR PRIVACY, 2020 F.B.C.B. 1210.3 AND LOCK MUST BE DESIGNED TO PERMIT OPENING OF THE LOCKED DOOR FROM THE OUTSIDE IN AN EMERGENCY. F.B.C. 2020.
8. EGRESS DOOR MUST BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. F.B.C. 2020, SECTION 1008.1.8.
9. DOORS MUST BE OPERABLE WITH NO MORE THAN ONE RELEASING OPERATION. F.B.C. 2020, SECTION 1008.1.8.2.
10. DOOR HANDLES TO BE GRASPABLE & OPERABLE (LEVER TIE) AND RELEASING MECHANISM FOR ANY LATCH SHALL BE LOCATED AT LEAST 34" (MIN.) AND NOT MORE THAN 48" (MAX.) ABOVE THE FINISHED FLOOR. 2020 F.B.C.A. 309.4 AND 404.2.7.
11. THRESHOLD IF PROVIDED AT DOORWAYS, SHALL BE ½" HIGH MAX. RAISED THRESHOLD & CHANGES IN LEVEL AT DOORWAYS SHALL COMPLY WITH 2020 F.B.C. 1010.1.7 AND F.B.C.A. 404.2.5.
12. PROVIDE EXIT SIGN AT ALL EGRESS SIDE DOORS.

EGRESS DOOR/GATE NOTES

NO DOOR IN ANY MEANS OF EGRESS SHALL BE LOCKED AGAINST EGRESS WHEN THE BUILDING IS OCCUPIED. ALL LOCKING DEVICES WHICH IMPEDE OR PROHIBIT EGRESS OR WHICH CAN NOT BE EASILY ENGAGED SHALL BE PROHIBITED
DOORS IN THE MEANS OF EGRESS SHALL BE SINGLE ACTION RELEASE, NOT REQUIRE TO USE OF A KEY, TOOL, OR SPECIAL KNOWLEDGE TO OPEN FROM THE EGRESS SIDE. AS PER F.B.C. 423.13.6

FIRE AND SMOKE LABELING NOTES

F.B.C. 2020 SECTION 703.7 "MARKING AND IDENTIFICATION"

WHERE THERE IS AN ACCESSIBLE CONCEALED FLOOR, FLOOR-CEILING OR ATTIC SPACE, FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING IN THE CONCEALED SPACE. SUCH IDENTIFICATION SHALL:

1. BE LOCATED WITHIN 15 FEET OF THE END OF EACH WALL AND AT INTERVALS NOT EXCEEDING 30 FEET MEASURED HORIZONTALLY ALONG THE WALL OR PARTITION.
2. INCLUDE LETTERING NOT LESS THAN 3" IN HEIGHT WITH A MIN. ⅜" STROKE IN A CONTRASTING COLOR INCORPORATING THE SUGGESTED WORDING, "FIRE AND/OR SMOKE BARRIER• PROTECT ALL OPENINGS", OR OTHER WORDING.

FLAME SPREAD NOTES:

FLAME SPREAD FOR WALL CEILING FINISHES MAX. 200,
SMOKE DEVELOPED MAX. 450
FLAME SPREAD FOR INSULATION MAX. 25,

INSULATING MATERIALS, WHERE CONCEALED, SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 450 - FBC 720.

FIRE EXTINGUISHER NOTES

- PROVIDE (ONE) CERTIFIED 2A-10BC FIRE EXTINGUISHER FOR EACH GROSS BUILDING AREA OF 3000 SQ FT AND WITH A MAXIMUM TRAVEL DISTANCE TO REACH OF 75 FEET.
- MOUNTING HEIGHT TO TOP OF EXTINGUISHER SHALL NOT
- EXCEED 48" AFF.
- ALL INTERIOR FINISH MATERIALS TO BE INSTALLED SHALL HAVE A MINIMUM CLASS "B" FLAME SPREAD RATING.

FIRE EXTINGUISHER LEGEND:

F.E. FIRE EXTINGUISHER

REVISIONS :

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50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

05-22-2021

NO. AR 0008428

PROPOSED SITE PLAN APPROVAL PRELIMINARY

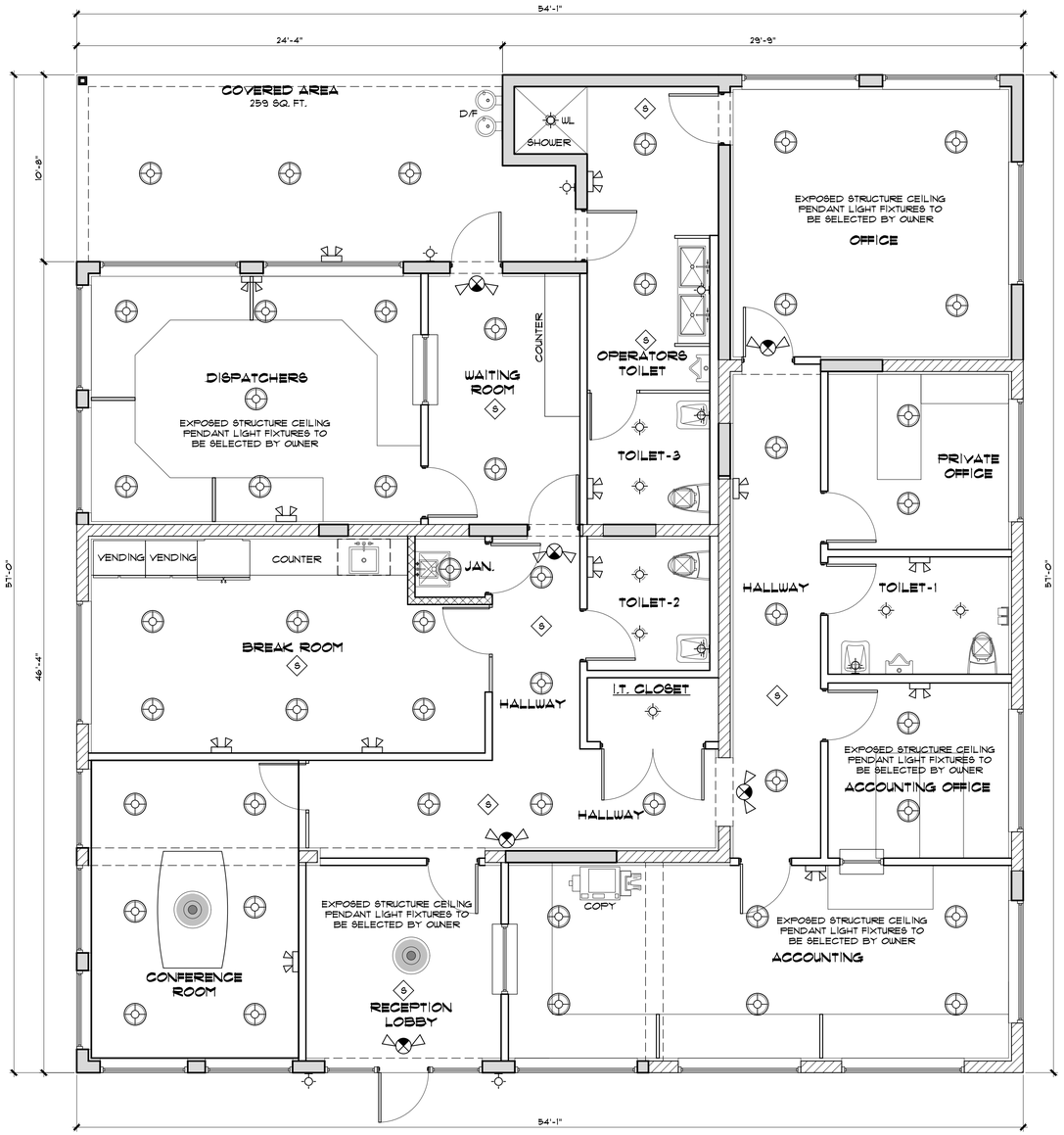
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE :	SCALE :
05-21-2021	AS NOTED

PROJECT NO : 21-0028

DRAWING NO : A-011



PROPOSED REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

REFLECTED CEILING NOTES:

1. SUSPENDED CEILING SYSTEM, CONSISTING OF MAIN TEES CONNECTED TOGETHER TO FORM A MODULAR INSTALLATION FOR ACOUSTICAL PANELS, ACOUSTICAL MATERIALS, LIGHT FIXTURES, AND AIR DIFFUSERS. SUSPENDED CEILING PANELS, MUST MEET THE REQUIREMENTS OF ASTM C635, C636, C423, AND E84. SUPPORTING CEILING SYSTEMS SHALL HAVE A MAXIMUM DEFLECTION OF 1/360.
2. COORDINATION WITH OTHER WORK, CONTRACTOR SHALL COORDINATE WITH OTHER WORKS; SUPPORTED BY OR PENETRATING THROUGH CEILING, INCLUDING MECHANICAL AND ELECTRICAL WORK AND PARTITION SYSTEMS, DUCTWORK ABOVE SUSPENSION SYSTEMS SHALL BE COMPLETE, AND PERMANENT HEATING AND COOLING SYSTEMS OPERATING, INSTALLATION OF CONDUIT ABOVE SUSPENSION SYSTEMS SHALL BE COMPLETE BEFORE INSTALLATION OF SUSPENSION SYSTEMS.
3. PROTECTION, CONTRACTOR SHALL PROTECT COMPLETED WORK ABOVE SUSPENSION SYSTEMS FROM DAMAGE DURING THE INSTALLATION OF SUSPENSION SYSTEMS.
4. EXISTING CONDITIONS, BUILDING SHALL BE ENCLOSED WITH ALL WINDOWS AND EXTERIOR DOORS IN PLACE AND GLAZED, AND THE ROOF WATERTIGHT BEFORE INSTALLATION OF SUSPENSION SYSTEMS. WET WORK SHALL BE IN PLACE, COMPLETED AND NOMINALLY DRY WITH HVAC SYSTEM IN CONTINUOS OPERATION, MAINTAIN CLIMATE CONDITIONS TO RANGE FROM 60°F. (16°C) TO 85°F(29°C) AND RELATIVE HUMIDITY OF NOT MORE THAN 70% BEFORE INSTALLATION OF CEILING SYSTEMS.
5. CROSS RUNNERS, MAIN RUNNERS OR CROSS MEMBERS THAT SUPPORT THE CROSS RUNNERS MUST BE LOCATED WITHIN 1/32 INCH OF THE REQUIRED CENTER DISTANCES, AND THIS TOLERANCE SHALL BE NON-ACCUMULATIVE BEYOND 12 FEET. INTERSECTING RUNNERS SHALL BE INSTALLED TO FORM A RIGHT ANGLE TO THE SUPPORTING MEMBERS. THE DESIGN LOADS FOR CROSS RUNNERS MUST BE LESS THAN OR EQ. TO THE CAPACITIES SHOWN IN THE MANUFACTURER'S RECOMMENDATIONS. CROSS RUNNERS THAT SUPPORTS ANOTHER CROSS MEMBER MUST BE HAVE A MINIMUM UNIFORMLY DISTRIBUTED LOAD CAPACITY OF 12 POUNDS PER LINEAL FOOT.
6. HANGER WIRE, THE SUSPENDED CEILING IS SUPPORTED BY No.12 SWG IN DIAMETER GALVANIZED STEEL WIRE THAT IS ATTACHED TO THE CONCRETE SLAB WITH HANGER CLIPS. THE HANGER CLIPS ARE MINIMUM 0.045 INCH THICK, 2 INCH BY 3-½ INCH LONG GALVANIZED STEEL CLIPS THAT ARE HOOKED AT ONE END, FOR ATTACHMENT OVER THE MALE LEG OF STEEL FLOOR UNITS, AND SPACED AS REQUIRED FOR HANGER WIRE ATTACHMENT. DO NOT SUPPORT WIRES FROM MECHANICAL AND/OR ELECTRICAL EQUIPMENT, PIPING, OR OTHER EQUIPMENT OCCURRING ABOVE CEILING.
7. HOLD-DOWN CLIPS, HOLD DOWN CLIPS MUST BE USED TO HOLD THE ACOUSTICAL PANELS IN PLACE. THE CLIPS ARE PRODUCED FROM No24 GAUGE SPRING STEEL. WHEN THE CEILING IS COMPOSED OF NOMINAL (24" x 24"), (24" x 36"), (30" x 30"), LAY-IN-PANELS, ONE CLIP IS PLACED OVER BULBS OF CROSS-TEES NEAR CROSS TEES MIDPOINTS. WHEN THE CEILING IS COMPOSED BY (20" x 60"), (36" x 36"), (24" x 48"), (30" x 60"), (48" x 48"), LAY-IN-PANELS, TWO CLIPS ARE PLACED OVER BULBS OF EACH CROSS-TEE QUARTER-POINTS. ONE LEG OF EACH CLIP MUST BE CUT OFF WHEN PLACEMENT IS OVER BULBS OF CROSS TEES ADJACENT TO THE LONG SIDE OF LIGHT FIXTURES.
8. INSTALLATION, INSTALL IN ACCORDANCE WITH ASTM C636, CISCA RECOMMENDATIONS AND LOCAL BUILDING CODES, AND MANUFACTURER'S RECOMMENDATIONS.

REFLECTED CEILING LEGEND:

- 4" RECESS LED LIGHT FIXTURE
- WL WET LOCATION 4" RECESS LED LIGHT FIXTURE
- LED INDUSTRIAL TYPE PENDANT LIGHT FIXTURE
- LED WALL MOUNTED LIGHT FIXTURE
- LED INDUSTRIAL TYPE PENDANT LIGHT FIXTURE
- EXHAUST FAN
- WALL MOUNTED 7.5 FEET AFF, EMERGENCY LIGHT FIXTURE WITH 90 MINIMUM BATTERY BACK UP.
- COMBO EXIT SIGN/EMERGENCY LIGHT FIXTURE WITH 90 MINIMUM BATTERY BACK UP
- S MULTI- TECHNOLOGY CEILING MOUNTED OCCUPANCY SENSOR

REVISIONS :

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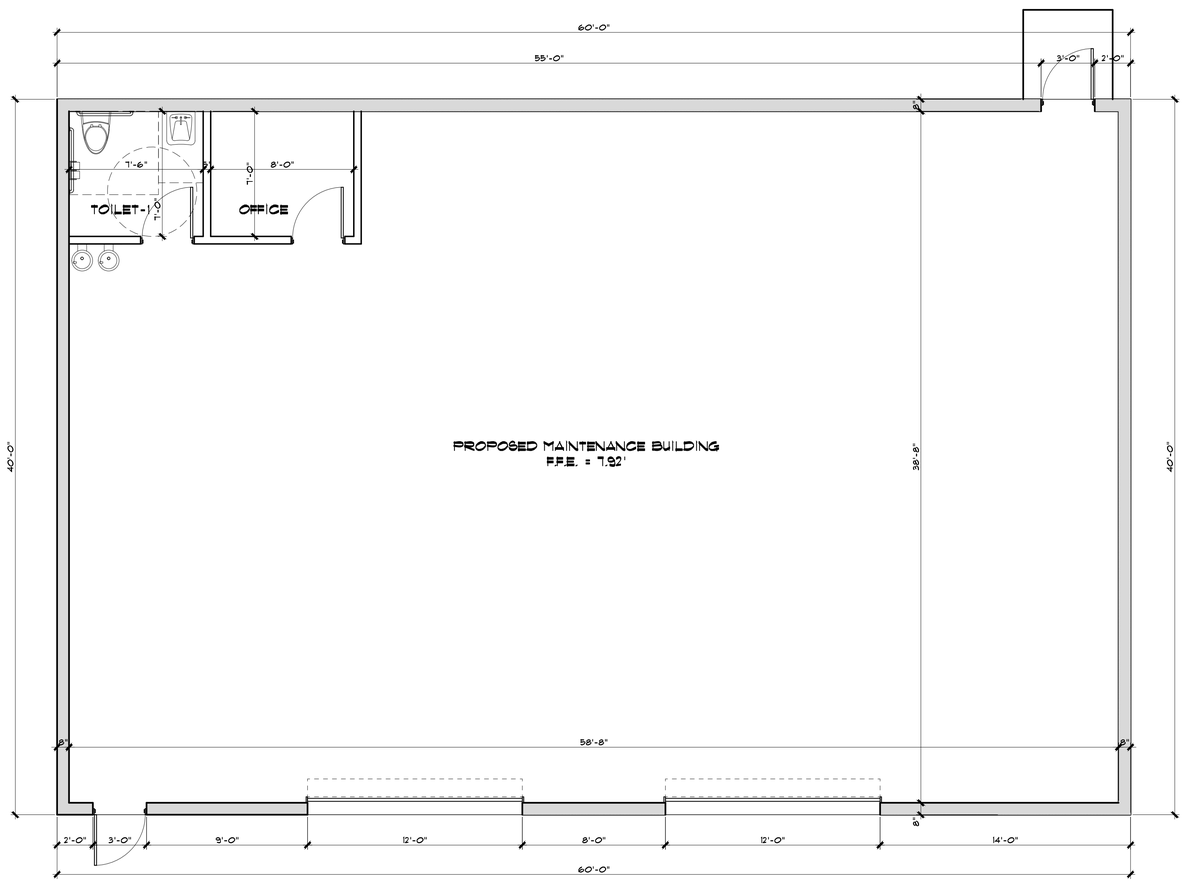

PROPOSED MAINTENANCE BUILDING FLOOR PLAN

SCALE: 1/4" = 1'-0"

PROPOSED BUILDING AREA

TOTAL PROPOSED BUILDING AREA	2,400 S.F.

TERMITE PROTECTION NOTE:

PRIOR TO THE BUILDING FINAL INSPECTION A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY A LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT:
"THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

ACCESSIBILITY NOTES:

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ENTRANCE, ACCESSIBLE ROUTE TO ALTERED AREA, RESTROOM ACCESSIBILITY IMPROVEMENTS (GRAB BARS, TOILETS, SINKS, MAKING DOORS WIDER, INSTALLATION OF
LEVER HANDLES ON DOORS), ETC. IMPROVEMENTS NEED NOT TO EXCEED 20% OF OVERALL COST OF ALTERATIONS -FBCA 202.4.

EXIT DOOR PANIC HARDWARE NOTE:

PROVIDE PANIC HARDWARE ON BUILDING EXIT DOORS IN
COMPLIANCE WITH N.F.P.A. 12.2.2.2.3
1 PUSH TRIMCO 1801-4
1 PUSH TRIMCO 1804-4
CLOSER: DORMA 160 PA-WHITE FINISH

DOOR SCHEDULE NOTES:

1- MIAMI-DADE COUNTY APPROVED: CONTRACTOR SHALL PROVIDE MIAMI-DADE COUNTY PRODUCT APPROVAL NUMBER (N.O.A.) BEFORE INSTALLATION.
2- PROVIDE WEATHER-STRIPPING.
3- EXTERIOR SWING DOOR SHALL BE PROVIDED WITH ALUMN. THRESHOLD.
4- ALL GLAZING SHALL BE LARGE-MISSILE IMPACT RESISTANT.
5- DOOR DIMENSIONS ARE UNIT SIZE. COORDINATE MASONRY OPENING W/ SUPPLIER

INTERIOR FINISH GENERAL NOTES:

1. ALL FINISH FLOORING SHALL BE SELECTED BY OWNER.
2. ALL BATHROOM ARE TO HAVE CERAMIC TILE FLOOR WALLS & BASES.
3. TUB AND SHOWER WALLS ARE TO BE TILED FULL HEIGHT.
4. ALL DOORS TO BE FLUSH SOLID CORE (PAINT GRADE).
5. FRAMES AND BASES ARE TO BE PAINT GRADE WOOD.
6. ALL WINDOW SILLS ARE TO BE WHITE MARBLE.
7. ALL PLUMBING FIXTURES ARE TO BE AMERICAN STANDARD OR EQUAL.
8. PROVIDE WATER PROTECTION PAN LINERS AT ALL SHOWER LOCATIONS

BATHROOM NOTES:

BATHTUB AND SHOWER SPACES, BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENTS SHALL BE FINISHED WITH A NONABSORBENT SURFACE. SUCH WALL SURFACES SHALL EXTEND TO A HEIGHT OF NOT LESS THAN 6 FEET (1829 MM) ABOVE THE FLOOR.

1. USE MOISTURE RESISTANT GYPSUM WALL BOARD AT BATHROOM
2. USE CEMENT BOARDS AT WALL AREAS TO RECEIVE CERAMIC TILE
3. USE EPOXY PAINT AT BATHROOM

HAZARDOUS GLAZING NOTE:

PROVIDE SAFETY GLASS "CATEGORY II" IN COMPLIANCE WITH F.B.C.

DRINKING FOUNTAIN NOTES:

ACCESSIBLE (HI-LO) DRINKING FOUNTAINS
-SPOUT OUTLET OF DRINKING FOUNTAINS FOR STANDING PERSONS SHALL BE 38" MIN. AND 43" MAX. ABOVE THE FINISH FLOOR - FBCA 602.7
-SPOUT OUTLET FOR THE LOW TYPE DRINKING FOUNTAINS SHALL BE 36" MAX. ABOVE FINISH FLOOR- FBCA 602.4
-BOTTOM OF BOTH DRINKING FOUNTAIN APRONS SHALL BE 27" AFF AS TO COMPLY WITH PROTRUDING OBJECTS & KNEE SPACE REQUIREMENT - FBCA 306 & 307. ACCESSIBLE DRINKING FOUNTAIN SHALL BE CENTERED ON 30"X48" CLEAR FLOOR SPACE FOR FORWARD APPROACH - FBCA 602. CENTERLINE OF LOW ACCESSIBLE DRINKING FOUNTAIN SHALL BE 15" FROM ADJACENT SIDE WALL.

WALL LEGEND

1. EXISTING 8"x 8"x 16" MASONRY UNITS WALL (2 HOURS FIRE RATED)
2. PROPOSED 8"x 8"x 16" MASONRY UNITS WALL (2 HOURS FIRE RATED)
3. PROPOSED 4" INTERIOR G.W.B. PARTITION NON-LOAD BEARING 1 HR FIRED RATED (UL465)
4. PROPOSED 4" INTERIOR G.W.B. PARTITION NON-LOAD BEARING (N/R)

INTERIOR PARTITION LOAD BEARING (CABINETS & GRAB BARS) N/R PROVIDE DOUBLE STUDS OR 20 GAUGE CHANNEL SHAPED STUDS @ 16" O.C. AND PROVIDE TWO 2"x4" HORIZONTAL WOOD BLOCKING FASTENED TO NO LESS THAN TWO STUDS IN WITH 1 FULL LAYER OF 5/8" TYPE "X" GYPSUM WALL BOARD APPLIED VERTICALLY & ATTACHED WITH 1" LONG #6 DRYWALL SCREWS, EACH SIDE. SCREWS TO BE 8" O.C. AT PERIMETER AND 12" O.C. AT INTERMEDIATE, IN COMPLIANCE WITH SECTION 2510 OF F.B.C.

GENERAL NOTES

1. DO NOT SCALE DRAWINGS USE LISTED DIMENSIONS ONLY. CONTRACTOR/OWNER SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE EVENT OF CONFLICT, SHALL NOTIFY ARCHITECT/ ENGINEER BEFORE PROCEEDING.
2. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF STRUCTURE.
3. CONTRACTOR/OWNER SHALL COORDINATE WITH PLANS AND THE VARIOUS TRADES SO THAT PROPER OPENINGS AND CHASES ARE PROVIDED.
4. ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED.
5. USE GALVANIZED NAILS ONLY FOR EXTERIOR WOOD WORK.
6. ALL STUCCO SCRATCH COATS SHALL BE ALLOWED A 24 HRS. DRYING PERIOD.
7. SUBSTITUTIONS OF SPECIFIED PRODUCTS AND/OR MATERIALS BY WRITTEN REQUEST AND SUBJECT TO APPROVAL BY OWNER/ARCHITECT.
8. PROVIDE WOOD BLOCKING AT ALL WINDOWS, DOORS, CABINETS, STAIR RAILING GRAB BARS, TOWEL BARS AND ANY OTHER ITEMS THAT ARE WALL SUPPORTED.
9. IN AN OUTSIDE WINDOW OR DOOR OPERABLE FROM THE INSIDE, THE MODE OF OPERATION SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT, SUCH CLEAR OPENING SHALL BE NOT LESS THAN 20" IN WIDTH, AND 24" IN HEIGHT, 5.1 SQ. FT. IN AREA THE BOTTOM OF THE OPENING SHALL NOT BE MORE THAN 44" ABOVE THE FINISHED FLOOR AND NO PART OF THE OPERATING MECHANISM SHALL BE PLACED HIGHER THAN 54" ABOVE FINISHED FLOOR.

APPLICABLE CODES

- FLORIDA BUILDING CODE 2020, 7TH EDITION COMMERCIAL
- FLORIDA BUILDING CODE 2020, 7TH EDITION EXISTING

INSULATION NOTES:

- R-19 EXISTING ROOF INSULATION
- PROVIDE R=4.1 EXTERIOR CONCRETE WALL INSULATION

REFER TO ENERGY CALCULATION AND H.V.A.C. PLANS

DOORS GENERAL NOTES

1. ALL DOORS AND HARDWARE TO COMPLY WITH ALL REQUIREMENTS OF F.B.C. 2020 AND THE AMERICAN DISABILITIES ACT. ALL DOORS TO BE EQUIPPED WITH HANDICAPPED OPERABLE HANDLES. F.B.C.A. 2020.
2. CONTRACTOR TO SUBMIT COMPLETE SHOP DRAWINGS OF ALL GLASS/ALUMINUM WINDOWS AND ALL METAL DOORS AND FRAMES.
3. ALL HOLLOW METAL DOORS AND FRAMES TO RECEIVE ENAMEL PAINT FINISH, COLOR TO BE SELECTED BY ARCHITECT.
4. ALL HOLLOW METAL DOORS TO HAVE KEYED LOCK SETS A.D.A. APPROVED LEVER DESIGN, WITH KEY OPERATED DEAD BOLTS, SCHLAGE OR EQUAL. DOORS TO HAVE A MASTER KEY.
5. ALL EXTERIOR DOORS TO HAVE CURRENT MIAMI DADE COUNTY PRODUCT APPROVAL.
6. ALL INTERIOR WOOD DOORS AND FRAMES SHALL BE PAINT GRADE.
7. EVERY BATHROOM DOOR SHALL HAVE LOCKING MECHANISM FOR PRIVACY. 2020 F.B.C.B. 1210.3 AND LOCK MUST BE DESIGNED TO PERMIT OPENING OF THE LOCKED DOOR FROM THE OUTSIDE IN AN EMERGENCY. F.B.C. 2020.
8. EGRESS DOOR MUST BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. F.B.C. 2020, SECTION 1008.1.8.
9. DOORS MUST BE OPERABLE WITH NO MORE THAN ONE RELEASING OPERATION. F.B.C. 2020, SECTION 1008.1.8.2.
10. DOOR HANDLES TO BE GRASPABLE & OPERABLE (LEVER TIE) AND RELEASING MECHANISM FOR ANY LATCH SHALL BE LOCATED AT LEAST 34" (MIN.) AND NOT MORE THAN 48" (MAX.) ABOVE THE FINISHED FLOOR. 2020 F.B.C.A. 309.4 AND 4042.7.
11. THRESHOLD IF PROVIDED AT DOORWAYS, SHALL BE ½" HIGH MAX. RAISED THRESHOLD & CHANGES IN LEVEL AT DOORWAYS SHALL COMPLY WITH 2020 F.B.C. 1010.1.7 AND F.B.C.A. 404.2.5.
12. PROVIDE EXIT SIGN AT ALL EGRESS SIDE DOORS.

EGRESS DOOR/GATE NOTES

NO DOOR IN ANY MEANS OF EGRESS SHALL BE LOCKED AGAINST EGRESS WHEN THE BUILDING IS OCCUPIED. ALL LOCKING DEVICES WHICH IMPEDE OR PROHIBIT EGRESS OR WHICH CAN NOT BE EASILY ENGAGED SHALL BE PROHIBITED
DOORS IN THE MEANS OF EGRESS SHALL BE SINGLE ACTION RELEASE, NOT REQUIRE TO USE OF A KEY,TOOL, OR SPECIAL KNOWLEDGE TO OPEN FROM THE EGRESS SIDE. AS PER F.B.C. 423.13.6

FIRE AND SMOKE LABELING NOTES

F.B.C. 2020 SECTION 703.1 "MARKING AND IDENTIFICATION"

WHERE THERE IS AN ACCESSIBLE CONCEALED FLOOR, FLOOR-CEILING OR ATTIC SPACE, FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING IN THE CONCEALED SPACE. SUCH IDENTIFICATION SHALL:

1. BE LOCATED WITHIN 15 FEET OF THE END OF EACH WALL AND AT INTERVALS NOT EXCEEDING 30 FEET MEASURED HORIZONTALLY ALONG THE WALL OR PARTITION.
2. INCLUDE LETTERING NOT LESS THAN 3" IN HEIGHT WITH A MIN. ⅜" STROKE IN A CONTRASTING COLOR INCORPORATING THE SUGGESTED WORDING, "FIRE AND/OR SMOKE BARRIER—PROTECT ALL OPENINGS", OR OTHER WORDING.

FLAME SPREAD NOTES:

FLAME SPREAD FOR WALL CEILING FINISHES MAX. 200,
SMOKE DEVELOPED MAX. 450
FLAME SPREAD FOR INSULATION MAX. 25,

INSULATING MATERIALS, WHERE CONCEALED, SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 450 - FBC 720.

FIRE EXTINGUISHER NOTES

- PROVIDE (ONE) CERTIFIED 2A-10BC FIRE EXTINGUISHER FOR EACH GROSS BUILDING AREA OF 3000 SQ FT AND WITH A MAXIMUM TRAVEL DISTANCE TO REACH OF 75 FEET.
- MOUNTING HEIGHT TO TOP OF EXTINGUISHER SHALL NOT
- EXCEED 48" AFF.
- ALL INTERIOR FINISH MATERIALS TO BE INSTALLED SHALL HAVE A MINIMUM CLASS "B" FLAME SPREAD RATING.

FIRE EXTINGUISHER LEGEND:

F.E. FIRE EXTINGUISHER

REVISIONS :

TAPIA-RUANO ARCHITECT INC.
MANUEL TAPIA-RUANO R.A. AR 0008428
ARCHITECTURE - PLANNING - INTERIOR DESIGN
1753 SW 23rd TERRACE MIAMI FLORIDA 33145

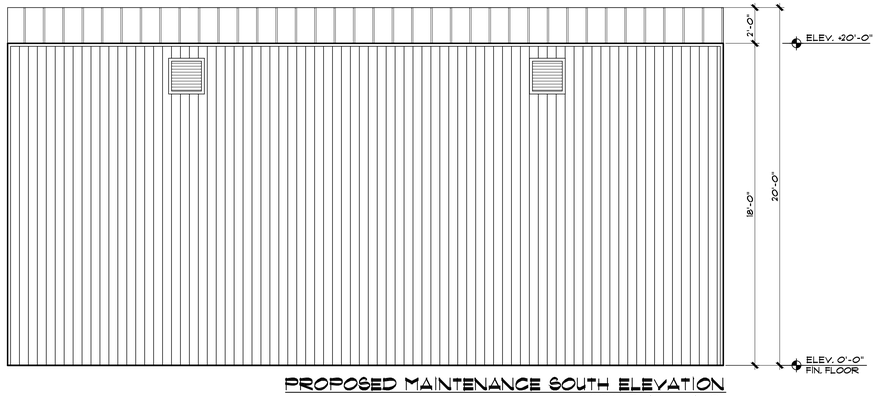
LAYER ZERO DESIGN INC
ARCHITECTURE - PLANNING - INTERIOR DESIGN
50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

PROPOSED SITE PLAN APPROVAL PRELIMINARY

ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

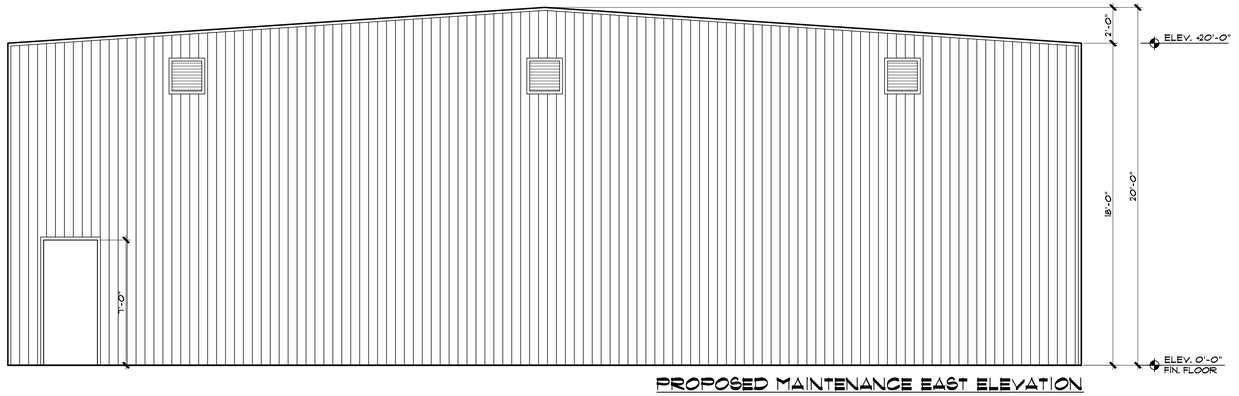
2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE : 05-21-2021	SCALE : AS NOTED
PROJECT NO : 21-0028	
DRAWING NO : A-14	



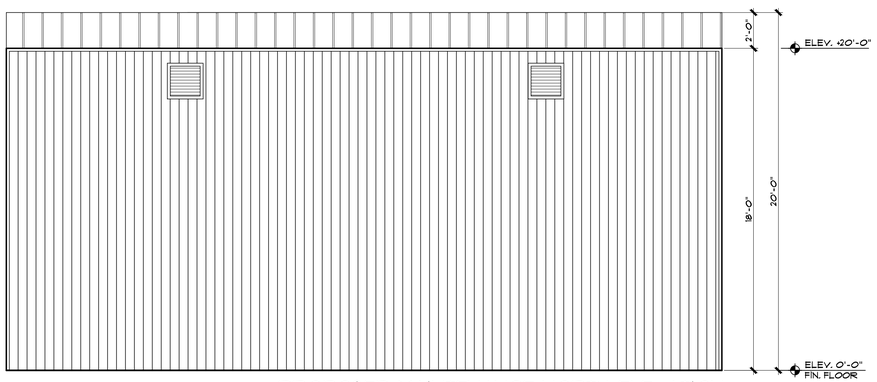
PROPOSED MAINTENANCE SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



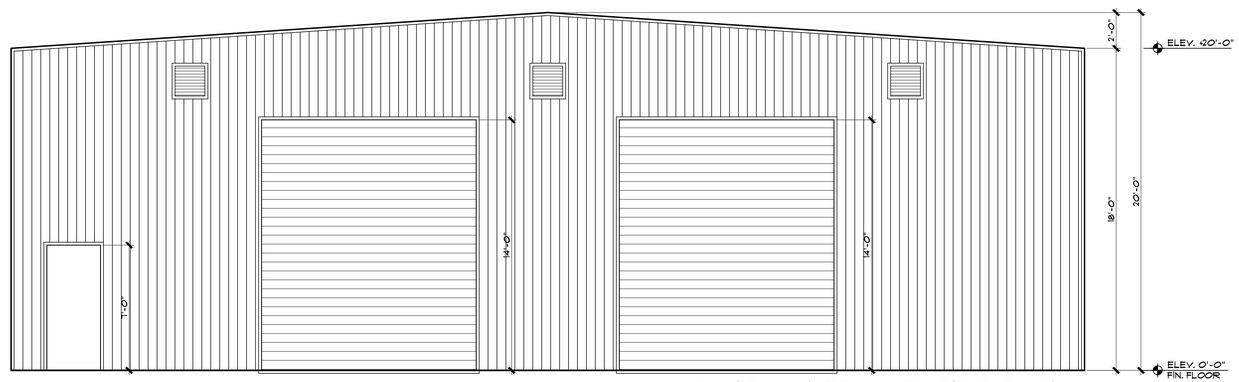
PROPOSED MAINTENANCE EAST ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED MAINTENANCE NORTH ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED MAINTENANCE WEST ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS :

TAPIA-RUANO ARCHITECT INC.
MANUEL TAPIA-RUANO R.A. AR 0008428
ARCHITECTURE - PLANNING - INTERIOR DESIGN
1753 SW 23rd TERRACE MIAMI FLORIDA 33145

LAYER ZERO DESIGN INC
ARCHITECTURE - PLANNING - INTERIOR DESIGN
50 BISCAYNE BLVD. SUITE 5403 MIAMI FLORIDA 33132 (786) 395-3303

PROPOSED SITE PLAN APPROVAL PRELIMINARY

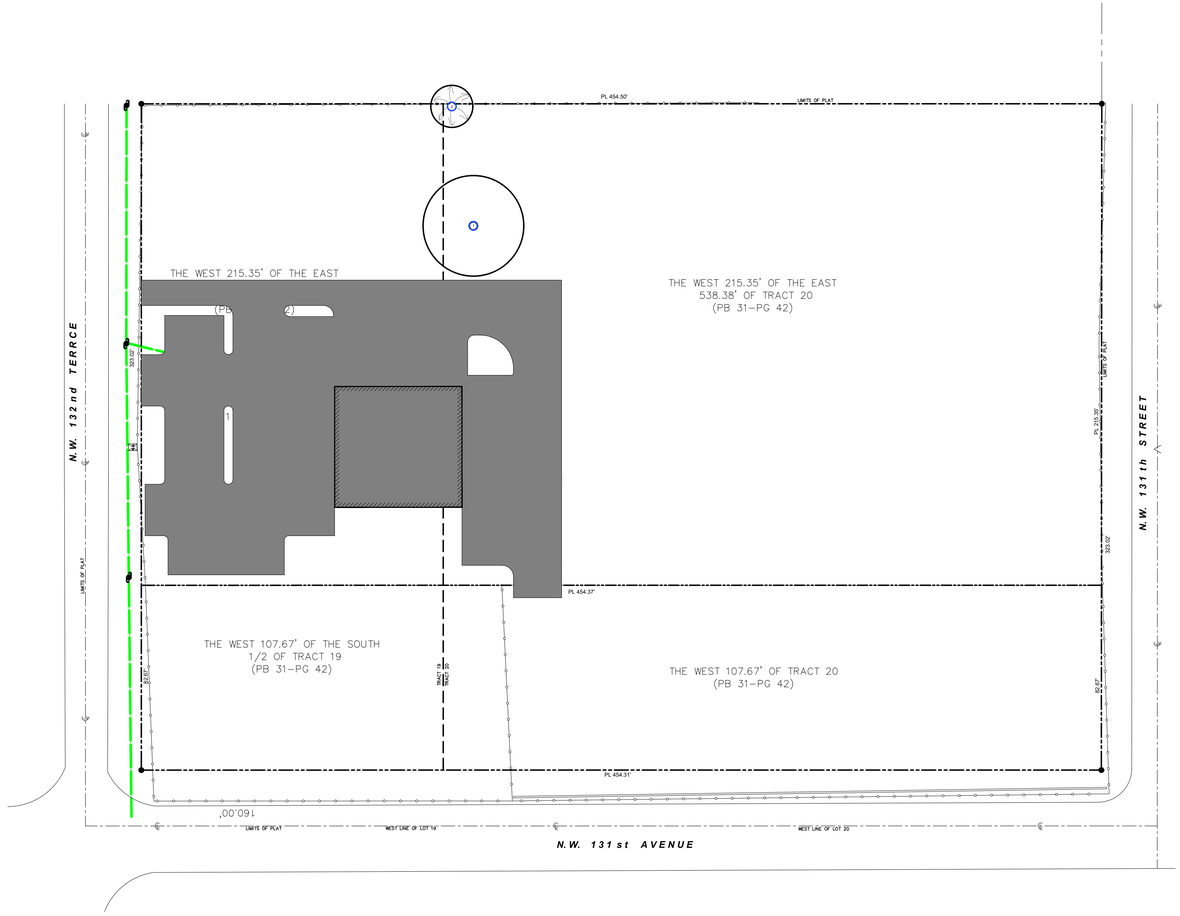
ROCK & DIRT CONSTRUCTION EQUIPMENT RENTAL

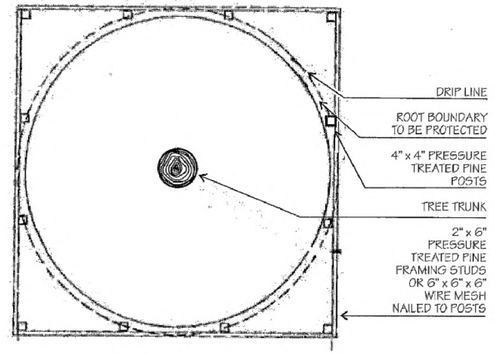
2950 NW 132 TERRACE OPA-LOCKA FLORIDA 33054

DATE :	SCALE :
05-21-2021	AS NOTED

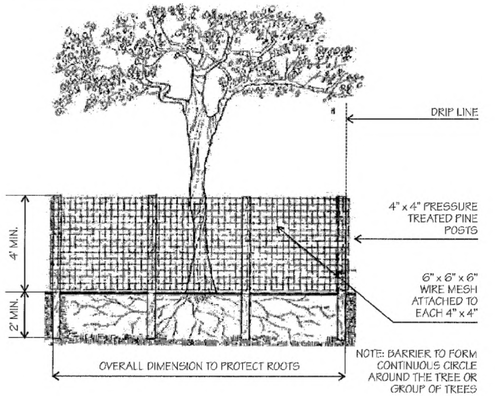
PROJECT NO : 21-0028

DRAWING NO : A-15





IT IS CRITICAL TO EXISTING TREE SURVIVAL TO PROVIDE PROTECTION DURING CONSTRUCTION. THIS DETAIL CAN BE USED AROUND ONE OR MORE TREES AND WILL PROVIDE PROTECTION FROM CONSTRUCTION EQUIPMENT.



LANDSCAPE PLAN

SCALE: 0 32 64 96 feet

1/32" = 1'-0"

TREE DISPOSITION LEGEND

0 — Existing tree or palm to be transplanted

0 — Existing tree or palm to be removed

0 — Existing tree and palm to remain in their existing location and be protected during construction, no construction or excavation shall be permitted within the dripline of the trees.

Tree / Palm

LIMITS OF EXISTING TREE & PALM PROTECTION ZONE

PROPOSED BUILDING & PAVED AREAS

Existing Tree Disposition List

NUMBER	BOTANICAL NAME	COMMON NAME	HEIGHT (FT)	SPREAD (FT)	DIAMETER (IN)	CANOPY (SQ.FT)	CONDITION	DISPOSITION	COMMENTS
1	Quercus virginiana	Live Oak	40	45	24	1590	Fair	**Remain**	
2	Roystonea regia	Royal Palm	50	18	12	254	Fair	**Remain**	
TOTAL PROPOSED CANOPY LOSS (in square feet)						**0**			
All Shrubs/Vegetation Not Shown On This Schedule Are To Be Removed.									

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

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Landscape (Architecture + Plant Information)
(305) 303 7059 / 4459 NW 97 CT.
Doral, FL 33178
www.alllandscapedata.net
www.alllandscapedata.com

DERICK LANGEL
Landscape Architect LA6667705
ISA Certified Arborist FL6439A

REVISIONS:

PROJECT NAME

Rock & Dirt Construction
2950 NW 132 Terrace
OPA-LOCKA, FLORIDA

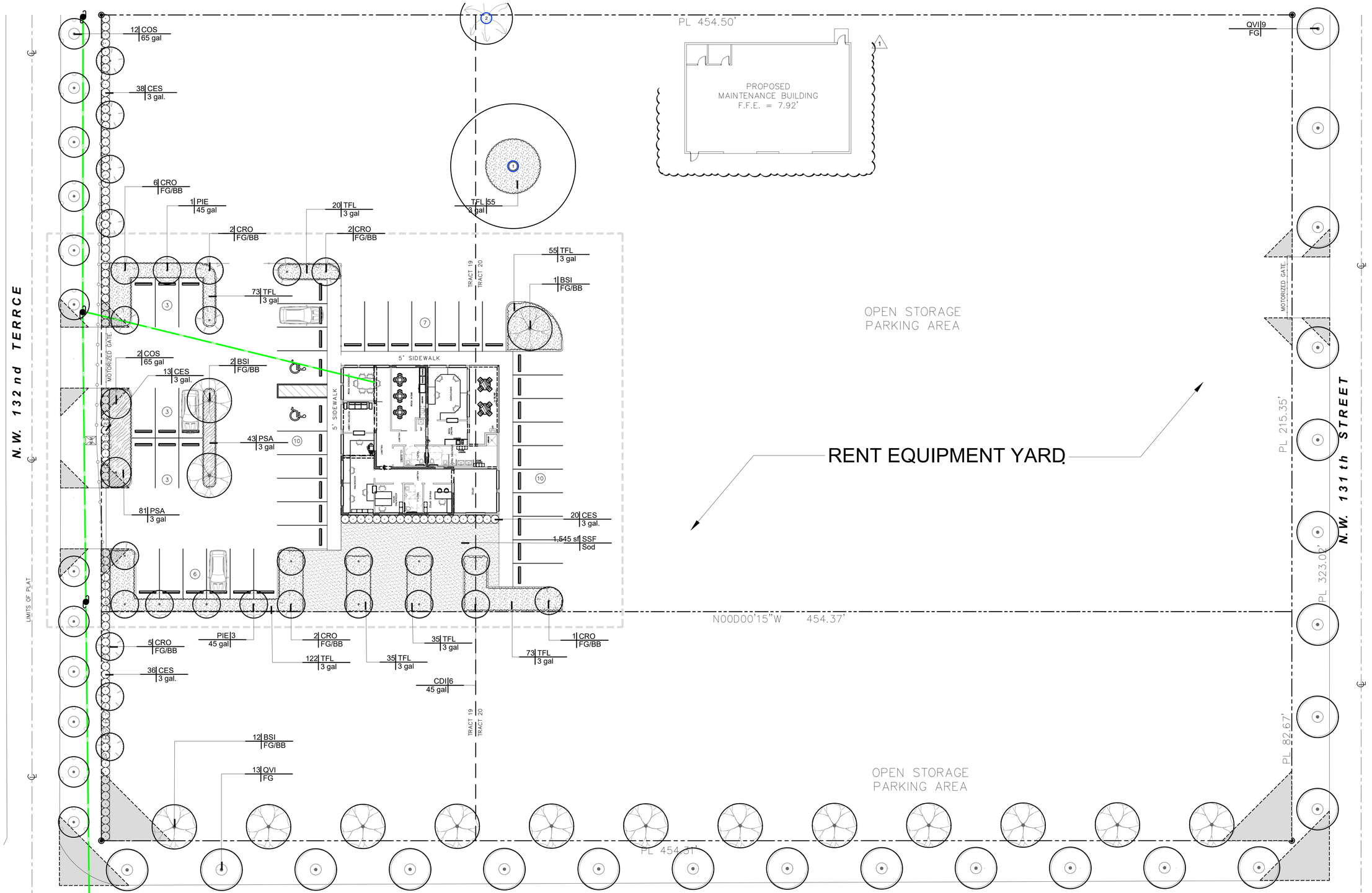
SHEET INFORMATION:

Drawing Size 24x36
Project #: 2021-04-45 LZD
Drawn By: JV
Checked By: DL

Title:
EXISTING TREE DISPOSITION PLAN

Sheet Number:
L-100

Date: - May 20, 2021



LANDSCAPE PLAN

SCALE: 0 16 32 48 feet

1" = 16'

EXISTING TREE LEGEND

0 — Tree / Palm

The Existing trees and palms that remained in their original location

Existing Tree List

NUMBER	BOTANICAL NAME	COMMON NAME
1	Quercus virginiana	Live Oak
2	Roystonea regia	Royal Palm

VISIBILITY TRINGLE

10' x 10' and 25' x 25' Visibility Triangle:
Will not be allowed to contain any objects (landscaping / fence) in a manner as to impair visibility between a height of 2'-6" to 10'-0" (typical throughout)

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DERICK LANGEL
Landscape Architect LA0667705

REVISIONS:

#1 Coordination 03-22-2022

PROJUET NAME

Rock & Dirt Construction
2950 NW 132 Terrace
OPA-LOCKA, FLORIDA

SHEET INFORMATION:

Drawing Size 24x36
Project #: 2021-04-45 LZD
Drawn By: JV
Checked By: DL

Title:
LANDSCAPE PLAN

Sheet Number:
L-200

Date: - May 20, 2021

LANDSCAPE LEGEND (This information is required to be permanently affixed to the plan.)
Zoning District: I-2 **Net Lot Area:** 2.93 acres 128,000 square feet

	REQUIRED	PROVIDED
OPEN SPACE		
A. Square feet of open space required by Chapter 33, as indicated on site plan: Net lot area = 128,000 square feet x 25 % = 32,000 square feet	32,000 s.f.	103,986 s.f.
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan: The number of parking spaces 42 x 10 square feet per parking space =	420 s.f.	420 s.f.
C. Total square feet of landscaped open space required by Chapter 33 = A + B =	32,420 s.f.	104,406 s.f.
LAWN AREA CALCULATION		
A. Total square feet of landscaped open space required by Chapter 33 =	32,420 s.f.	
B. Maximum lawn area (St. Augustine sod) permitted = 60 % x 32,420 square feet =	19,452 s.f.	3,918 s.f. (43 proposed +2 Existing)
TREES		
A. The number of trees required per net lot acre	44	45
less the existing number of trees that meet minimum requirements (minus)	2	
= 15 trees x net lot acreage = 2.93 = 44 Trees	42	
B. 30% palm trees allowed (two palms = one tree) Palms provided =	13	0
C. Percentage of native trees required = the number of trees provided x 75% =	33	45
D. Street trees (max. average spacing of 35' o.c.): 752.33 linear feet along street ÷ 35 =	22	22
Palms as street trees (max. average spacing 25' o.c.): 752.33 linear feet along street ÷ 25 =	30	0
E. Street trees located directly beneath power lines (maximum average spacing of 25' o.c.): 298.02 linear feet along street ÷ 25 =	12	12
F. Total number of trees =	78	79
SHRUBS		
A. The total number of trees required x 10 = the number of shrubs required	690	699
B. The number of shrubs required x 50% = the number of native shrubs required	345	575

IRRIGATION PLAN: Required by Chapter 33. Auto irrigation X or hose bib - provided.

75% of the trees and shrubs shall be drought-tolerant species	517	699

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	HGT	SRD	REMARKS
	BSI	15	Bursera simaruba `Red Trunk`	Gumbo Limbo	FG/BB	4"	14`-16` OA	6`-8`	Florida Native - Drought Tolerant - Florida Friendly & Waterwise Listed
	CRO	18	Clusia rosea	Pitch Apple	FG/BB	3.5"	12` OA	6`-8`	Florida Native - Drought Tolerant - Waterwise Listed
	CDI	6	Coccoloba diversifolia	Pigeon Plum	45 gal	3"	12` OA	6`	Florida Native - Drought Tolerant - Florida Friendly & Waterwise Listed
	COS	14	Cordia sebestena	Geiger Tree	65 gal	3"	14` OA	7`	Florida Native - Drought tolerant - Florida Friendly & Waterwise Listed
	PIE	4	Pinus elliotti	Slash Pine	45 gal	3"	12` OA	5`	Florida Native - Drought Tolerant - Florida Friendly & Waterwise Listed
	QVI	22	Quercus virginiana	Live Oak	FG	4"	15` OA	10`	Florida Native - Drought Tolerant - Florida Friendly & Waterwise Listed

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HGT	SRD	SPACING	REMARKS
	CES	107	Conocarpus erectus `Sericeus`	Silver Button Wood	3 gal.	2`	2`	2`	Florida Native - Drought Tolerant - Florida Friendly & Waterwise Listed

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HGT	SRD	WEIGHT	REMARKS
	PSA	124	Pennisetum setaceum `Alba`	White Leaved Fountain Grass	3 gal	2`	2`		Drought Tolerant - Miami-Dade Landscape Manual
	TFL	468	Tripsacum floridanum	Florida Gamagrass	3 gal	2`	2`		Florida Native - Miami-Dade Landscape Manual

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HGT	SRD	
	SSF	1,545 sf	Stenotaphrum secundatum `Palmetto`	Palmetto St. Augustine Sod	Sod			Sun / Shade



BSI - Gumbo Limbo | CRO - Autograph Tree | CDI - Pigeon Plum | COS - Orange Geiger | PIE - Slash Pine

QVI - Live Oak | CES - Silver Buttonwood | PSA - White Fountain Grass | TFL - Florida Gamagrass | SSF - Palmetto St.Augustine Sod

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DERICK LANGEL
Landscape Architect LA0666705

REVISIONS:
#1 Coodination 03-22-2022

PROJET NAME
Rock & Dirt Construction
2950 NW 132 Terrace
OPA-LOCKA, FLORIDA

SHEET INFORMATION:
Drawing Size 24x36
Project #: 2021-04-45 LZD
Drawn By: JV
Checked By: DL
Title: PLANTING NOTES & IMAGES
Sheet Number: **L-201**
Date: - May 20, 2021

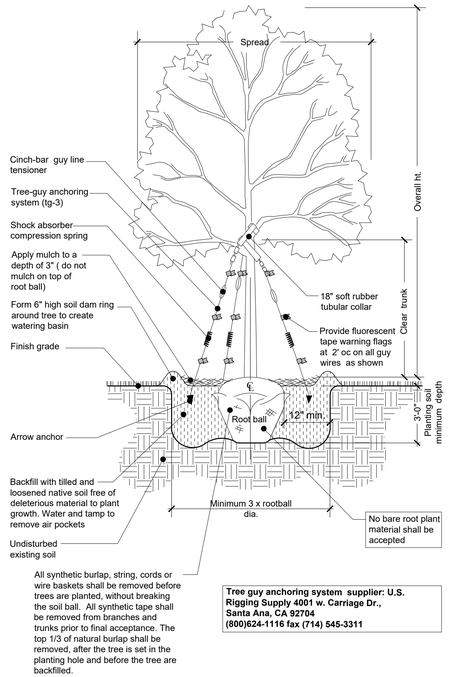
GENERAL NOTES

1. Landscape Contractor is responsible for verifying locations of all underground and overhead utilities and easements prior to commencing work. All Utility companies and/or the General Contractor shall be notified to verify utility locations prior to digging. Utility trenching is to be coordinated with the Landscape plans prior to beginning of project. The Owner or Landscape Architect shall not be responsible for damage to utility or irrigation lines.
2. Landscape Contractor shall examine the site and become familiar with conditions affecting the installation prior to submitting bids. Failure to do so shall not be considered cause for change orders.
3. Landscape Contractor is responsible for verifying all plant quantities prior to bidding and within (7) seven calendar days of receipt of these plans shall notify the Landscape Architect in writing of any and all discrepancies. In case of discrepancies planting plans shall take precedence over plant list.
4. No substitutions are to be made without prior consent of the Landscape Architect. Plant material supply is the responsibility of the Landscape Contractor, and he/she shall take steps to insure availability at time of planting.
5. All plant material shall meet or exceed the size on the plant list. In all cases meeting the height and the spread specifications shall take precedence over container size.
6. All planted areas to be outfitted with automatic irrigation system providing 100% coverage and 50% overlap. A rain sensor must be part of the irrigation system.
7. Landscape Contractor shall be responsible for providing temporary hand watering to all proposed & landscape areas, during construction.
8. The Landscape Contractor is responsible for coordinating tree and palm removals and transplants shown on the Tree/Palm Disposition Plan. The Landscape Contractor is to remove and discard from site existing unwanted trees, palms, shrubs, groundcovers, sod and weeds within landscape areas.
9. All permitting and fees to be the responsibility of the Contractor.

PLANTING NOTES

1. Landscape Contractor shall furnish and install all trees, palms, shrubs, groundcover, sod, planting soil, herbicide, preemergence herbicide, seed, and mulch. Landscape Contractor to provide Landscape Architect with at least 5 days notice prior to tree installation.
2. Landscape Contractor shall guarantee all plant material for a period of one year from the day of final acceptance by the Landscape Architect.
3. All plant material shall be Florida #1 or better, as defined in the Grades and Standards for Nursery Plants, Part I and II by the State of Florida Department of Agriculture.
4. Landscape Contractor is responsible for scheduling a nursery visit for Landscape Architect to approve all trees, palms and shrubs prior to delivery to the project site.
5. Landscape Contractor shall coordinate his work with that of the Irrigation and Landscape Lighting Contractor.
6. The Landscape Contractor shall treat planted areas with preemergence herbicide after weeds and grass have been removed. Landscape Contractor shall apply pre emergent herbicide per manufacturer's recommendation, wait period prior to planting as specified. Planting soil mix/backfill shall be clean and free of construction debris, weeds, rock and noxious pests and disease.
7. All soil mix in plant beds for ground covers, shrubs, palms and trees shall be as per details. All other areas shall be dressed with a minimum of 4" topsoil "if required".
8. All planting areas and planting pits shall be tested for sufficient percolation prior to final planting and irrigation installation to ensure proper drainage. Plant beds in parking lots and in areas compacted by heavy equipment shall be de-compacted so that drainage is not impeded.
9. All synthetic burlap, string, cords or wire baskets shall be removed before trees are planted, without breaking the soil ball. All synthetic tape shall be removed from branches and trunks prior to final acceptance. The top 1/3 of natural burlap shall be removed, after the tree is set in the planting hole and before the tree is backfilled. Landscape Contractor is to check for root defects including deep planting in the root ball and circling roots, trees with root problems will not be accepted.
10. Landscape Contractor is responsible for mulching all plant beds and planters with a minimum 3" layer of natural color Eucalyptus or Enviromulch immediately after planting. In no case shall Cypress mulch be used.
11. All Trees/Palms in sod areas are to receive a 48" diameter mulched saucer at the base of the trunk respectively.
12. Landscape Contractor shall guy and stake all trees and palms as per specifications and details. No nails, screws or wiring shall penetrate the outer surface of trees and palms. All guying and staking shall be removed twelve months after planting.
13. All palm and tree guy wires and bracing are to be flagged for visibility, for their duration. All unattended and unplanted tree pits shall be properly barricaded and flagged during construction.
14. All broken branches and clear trunk branches on street trees are to be pruned according to ANSI A - 300 Guidelines for Tree Pruning to min. 5' - 0" height clearance to the base of canopy.
15. Landscape Contractor shall fertilize plant material as needed to support optimum healthy plant growth. All fertilization shall be performed in compliance with the latest ANSI A300 (Part 2) Standards.
16. Stake all trees and palms for approval by Landscape Architect prior to installation.
17. Any sod areas damaged by construction are to be replaced with St. Augustine 'Floratam' sod.
18. All areas within limits of work not covered by walks, buildings, playground, and/or any other hardscape feature shall be sodded with St. Augustine 'Floratam' sod.
19. St. Augustine 'Floratam' - Contractor's responsibility to verify quantity.
20. Install rootbarrier as per manufacturer's recommendation on all large trees that are 6' or closer to any pavement or building, as shown on details page.
21. Root barrier shall be Vespro Inc. or approved equal.

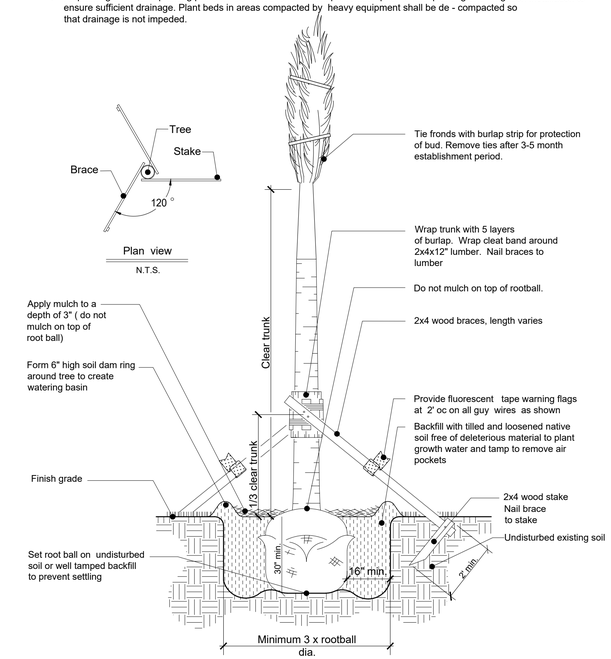
1 Tree/Palm General Planting Notes
SCALE: N.T.S.



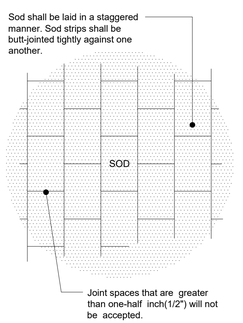
Tree guy anchoring system supplier: U.S. Rigging Supply 4001 w. Carriage Dr., Santa Ana, CA 92704 (800)624-1116 fax (714) 545-3311

2 Tree Planting Detail
SCALE: N.T.S.

Notes:
- Sabal palms to have hurricane cut. All other palms must have fronds tied with biodegradable strap or twine.
- All Palms are to be planted with the rootball 1"-2" above finished grade
- All planting areas and planting pits shall be tested for sufficient percolation prior to final planting and irrigation installation to ensure sufficient drainage. Plant beds in areas compacted by heavy equipment shall be de - compacted so that drainage is not impeded.

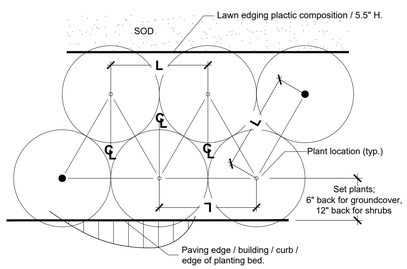


3 Palm Planting Detail
SCALE: N.T.S.

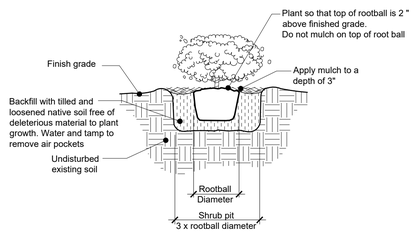


4 Sod Planting Detail
SCALE: N.T.S.

Notes:
- Spacing diagram refers to all planting unless noted otherwise
- L= Spacing as called for in planting plan and plant list



5 Shrubs Planting Detail
SCALE: N.T.S.



6 Shrubs Planting Detail
SCALE: N.T.S.

ALL LANDSCAPE DATA INC
Landscape (Architecture + Plant Information)
(305) 303 7059 / 4459 NW 97 CT.
Doral, FL 33178
www.alllandscapedata.net
www.alllandscapedata.com

DERICK LANGEL
Landscape Architect LA6667705
ISA Certified Arborist FL6439A

REVISIONS:

PROJECT NAME

Rock & Dirt Construction
2950 NW 132 Terrace
OPA-LOCKA, FLORIDA

SHEET INFORMATION:

Drawing Size 24x36
Project #: 2021-04-45 LZD
Drawn By: JV
Checked By: DL

Title: LANDSCAPE NOTES & DETAILS

Sheet Number:
L-202

Date: - May 20, 2021

Sponsored By: City Manager

RESOLUTION NO. 24-_____

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

WHEREAS, the property owner, GPT NW 42nd Avenue Owner II and GPT NW 42nd Avenue Owner III desires to develop this two-parcel site; and

WHEREAS, the Owner presented a request for site plan and development agreement approval to the City Commission on December 14, 2022 to develop this two-parcel site with the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed Use Overlay requirements. The owner has prepared a site plan to illustrate the proposed retail and warehouse distribution facility; and

WHEREAS, the applicant intends to develop the property for commercial logistics uses in accordance with the Commercial B-3 zoning district regulations and the corridor mixed use overlay requirements for the inclusion of industrial warehouse and distribution uses. The proposed development would consist of six buildings containing over 740,000 square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City. This development provides for both commercial and warehouse uses with a commercial visual appeal. This planned development is anticipated to generate approximately 1,000 construction jobs, 765 permanent jobs, and an excess of $90 million in new investment inclusive of $6 million of permits and impact fees; and

WHEREAS, the City Commission approved the site plan and development agreement requests on December 14, 2022 and the owner now seeks to obtain Final Plat approval in the accordance with the requirements of the City of Opa-Locka and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions"-Plats and Platting, to unify the site; and

WHEREAS, the Planning and Zoning Board has considered the application for tentative plat approval at a public meeting on March 7, 2023 and recommended approval of the tentative plat application; and

WHEREAS, a public hearing was held for the City Commission to consider the final plat application attached hereto and provided herein as Exhibit "A"; and

WHEREAS, the City Commission for the City of Opa-Locka reviewed the recommendation from the Planning & Zoning Board; and

WHEREAS, the City desires to approve the Final Plat attached hereto as Exhibit "A" to this Resolution.

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. APPROVAL/DENIAL

The City Commission of the City of Opa-Locka hereby approves / denies a request for Final Plat approval for the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed Use Overlay requirements, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this _____ day of _____, 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:**	DocuSigned by: Gregory Gay DCFBE063852C45C...			
City Manager:	Darvin E. Williams		**CM Signature**	DocuSigned by: D. E. Wil... C46C07C1E8DE492...			
Commission Meeting Date:	September 11, 2024	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
			X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
				X			
		X	**Public Hearing:** *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
				X			
Funding Source: *Account#* :	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
				X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**	**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:** Planning & Community Development	City Manager			

Short Title:

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

Staff Summary:

The Applicant, GPT NW 42nd Avenue Owner II, LLC & GPT NW 42nd Avenue Owner III, LLC seeks to redevelop this two-parcel site and has received City Commission approval for site plan and development agreement approvals for the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed use Overlay requirements. The Applicant now has submitted a request for Final Plat approval as part of the redevelopment of this two parcel site.

Docusign Envelope ID: 6617F5E4-1E3E-4575-823F-6BBC2A82D963

Background-

This property is located in the southwest section of the City of Opa-locka on the east-side of NW 42nd Avenue, across from the City's Public Works Department. The property is owned by GPT NW 42nd Avenue Owner II LLC and GPT NW 42nd Avenue Owner III LLC, according to the Miami-Dade County Property appraiser's website. As indicated on the site plan, the proposed development would consist of six buildings containing approximately 741,837 square feet which combines both commercial and warehouse uses and would provide 74,182 square feet of office use.

The applicant intends to develop the property for commercial logistics uses in accordance with the Commercial B-3 zoning district regulations and the corridor mixed use overlay requirements for the inclusion of industrial warehouse and distribution uses. The proposed development would consist of six buildings containing over 740,000 square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City. This development provides for both commercial and warehouse uses with a commercial visual appeal. This planned development is anticipated to generate approximately 1,000 construction jobs, 765 permanent jobs, and an excess of $90 million in new investment inclusive of $6 million of permits and impact fees.

The City of Opa-locka's Comprehensive Plan, Future Land Use Plan map provides that the property has a land use designation of "Commercial" with a "Corridor Mixed Use Overlay", for "Parcel 1" and a land use designation of "industrial" with a "Corridor Mixed Use Overlay", for "Parcel 2" which allows for an industrial/commercial mixed-use, which would include warehouse / distribution facilities and showrooms. Because the buildings are expected to be built on a speculative basis for many tenants and are not a build-to-suit for a specific tenant in mind, measurable commercial-retail at this time is not possible in order to preserve flexibility needed to best respond to leasing demand once the buildings are constructed. The site plan does provide a means for separate uses within each building to permit commercial retail, showroom and flex office space.

The proposed development use "Retail Center" and 'Warehouse Distribution Center" is in harmony with the general characteristic of the surrounding neighborhood for Commercial/Industrial Uses. For Horizontal Mixed Use the Development where the different types of uses, industrial and commercial are horizontally integrated, the site plan has multiple buildings, and each building may be a separate use. There must be clear indicators as to the area designated for retail and for commercial uses. Retail uses must be specific to the products produced on site and any accessory uses. The applicant is proposing a speculative, multi-tenant commercial logistics project that has been designed to attract small- and medium-sized users that are anticipated to require approximately 10% in aggregate of square footage as retail/showroom and flex office space buildout inside the buildings. The buildings facing LeJeune and Douglas/LeJeune will feature shallower depths at 145 feet, more glass and storefronts, high auto parking counts, enhanced lighting and concealed truck courts, which are visually appealing to the neighborhood and will attract smaller businesses with office/showroom/retail spaces along the storefronts.

According to the City's Land Development Regulation/ Zoning Code B-3 (Commercial Industrial) allows Warehouse facilities for light industrial and light manufacturing uses; The B-3 Zoning District also permits B-1 & B-2 Uses and the district permits Flea Markets & Bazaars. As a mixed-use development there must be clear indications of retail, sales and service uses and distinct indicators of where those uses will be located. The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e. indoor

soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc.

Financial Impact-Approval of this site plan, development agreement and Final Plat will not provide any negative financial impact.

Proposed Action:

PCD Staff recommends approval of this Final Plat request.

Attachment:

Draft Resolution
PZAB Application Package
PZAB Meeting Minutes

OPINION OF TITLE

To: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to Miami-Dade County in compliance with Chapter 28, Subdivision Code, and as an inducement for acceptance of a proposed final subdivision plat or waiver of plat covering the real property, hereinafter described, it is hereby certified that we have examined a complete "Abstract of Title" covering the period from the beginning to May 3, 2023 at 10:00 A.M., (collectively, the **"Title Evidence"),** inclusive, of the following described property (the **"Property"):**

See **Exhibit "A"** attached hereto and by this reference made a part hereof.

Basing our opinion solely on said foregoing Title Evidence, we are of the opinion that on the last-mentioned date referenced above (May 3, 2023 at 10:00 A.M.), the fee simple title to the above-described real property was vested in:

GPT NW 42nd Avenue Owner II LLC, a Delaware limited liability company, (as to Parcel 1), and **GPT NW 42nd Avenue Owner III LLC,** a Delaware limited liability company, (as to Parcel 3) (collectively referred to herein as the "**Companies**")

Basing our opinion solely on our review of those certain Secretary Certificate of the Companies each executed as of January 23, 2023and assuming same has not been revoked or amended, Britton Winterer as Vice President of each of the Companies has the authority to execute the Final Plat on behalf of the Companies.

The signature blocks for the Companies to be used on the Final Plat is as follows:

GPT NW 42nd Avenue Owner II LLC, a
Delaware limited liability company

By:_____
Britton Winterer, as Vice President

GPT NW 42nd Avenue Owner II LLC,
a Delaware limited liability company

By:_____
Britton Winterer, as Vice President

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

None.

2. **RECORDED MECHANICS LIENS, CONTRACT LIENS AND JUDGMENTS:**

None.

3. **GENERAL EXCEPTIONS:**

(a) All taxes and assessments for the year 2023 and subsequent years.

(b) Rights of persons other than the above owners who are in possession.

(c) Facts that would be disclosed upon accurate survey.

(d) Any unrecorded labor, mechanics' or materialmens' liens and municipal liens.

(e) Zoning and other restrictions imposed by governmental authority.

(t) Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

(g) Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

4. **SPECIAL EXCEPTIONS:**

AS TO ALL PARCELS:

(a) Grant of Avigation Easement recorded January 22, 1963 in Official Records Book 3498, Page 209, of the Public Records of Miami-Dade County, Florida.

(b) Possible mechanic's liens arising from the demolition work described in the following Notices of Commencement: Recorded March 10, 2023 in Official Records Book 33617, Page 1570; Recorded March 10, 2023 in Official Records Book 33617, Page 1571 and; Recorded March 28, 2023 in Official Records Book 33641, Page 1287, as of the Public Records of Miami-Dade County, Florida.

AS TO PARCEL 1:

(c) Easement in favor of Florida Power & Light Company recorded June 13, 1986 in Official Records Book 12922, Page 855, of the Public Records of Miami-Dade County, Florida.

(d) Easement in favor of Florida Power & Light Company recorded February 8, 1990 in Official Records Book 14426, Page 2196, of the Public Records of Miami-Dade County, Florida.

(e) Grant of Easement in favor of Metropolitan Dade County recorded August 18, 1994 in Official Records Book 16481, Page 2212, of the Public Records of Miami-Dade County, Florida.

(f) Easement in favor of Florida Power & Light Company recorded May 19, 1996 in Official Records Book 17196, Page 1509, of the Public Records of Miami-Dade County, Florida.

(g) Mineral Reservations contained in that certain Deed from Board of Commissioners of Everglades Drainage District Deed No. 1770 recorded in Deed Book 2457, Page 29, Canal and Easement Reservations have been released by Release recorded February 10, 1956 in Deed Book 4224, Page 299, and Release recorded February 13, 1969 in Official Records Book 6284, Page 101, as affected by Non-Use Commitment recorded in Official Records Book 14415, Page 1568, all of the Public Records of Miami-Dade County, Florida.

(h) Easement for Sewage Facility and Canal Maintenance recorded November 13, 1968 in Official Records Book 6167, Page 310, of the Public Records of Miami-Dade County, Florida.

(i) Covenant Running With the Land in favor of Metropolitan Dade County recorded June 15, 1984 in Official Records Book 12178, Page 3044, of the Public Records of Miami-Dade County, Florida.

(j) Terms, Conditions and Reservations created under Covenant Running with the Land in favor of Miami-Dade County and recorded September 8, 2021 in Official Records Book 32725, Page 1255, Public Records of Miami-Dade County, Florida.

AS TO PARCEL 3:

(k) Canal Maintenance Agreement and Right-of-Way on Right-of-Way Map recorded in Plat Book 77, Page 96, of the Public Records of Miami-Dade County, Florida.

(l) Reservations in favor of the State of Florida as to an undivided three-quarter interest in all phosphate, minerals, and metals, and a half interest in all petroleum as set out in Deed recorded March 11, 1918 in Deed Book 176, Page 339, of the Public Records of Miami-Dade County, Florida. *NOTE: The right of entry for mining, drilling and exploration has been released pursuant to Section 270.11(2)(b), Florida Statutes.*

(m) Covenants, conditions, and restrictions in the Easement Deed by and between Le Jeune North Industrial Park, Inc., and Transport Realty Company, recorded February 1, 1979 in Official Records Book 10288, Page 2284, of the Public Records of Miami-Dade County, Florida.

(n) Terms and conditions in the Non-Exclusive Private Easement by and between Le Jeune Douglas Warehouses, Ltd., and Transport Realty Company recorded April 17, 1981 in Official Records Book 11076, Page 601, amended by the Amendment to Non-Exclusive Private Easement recorded February 22, 1990 in Official Records Book 14441, Page 1400, all of the Public Records of Miami-Dade County, Florida.

(o) Private Easement Agreement between Transport Realty Co., a/k/a Transport Realty Company and Alterman Transport Lines, Inc., recorded in Official Records Book 14695, Page 2028, of the Public Records of Miami-Dade County, Florida.

All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida, unless otherwise indicated.

I HEREBY CERTIFY that I have reviewed all of the aforementioned encumbrances and exceptions.

Therefore, it is our opinion that the following parties must join in the platting of the above described real property in order to grant to MIAMI-DADE COUNTY, FLORIDA and the public, a good and proper title to the dedicated areas shown on the tentative plat of the aforedescribed property, the subdivision thereof to be known as **IRONWOOD COMMERCE CENTER.**

NAME	INTEREST	SPECIAL EXCEPTION#
GPT NW 42ND AVENUE OWNER II LLC, a Delaware limited liability company	Fee Simple Owner (Parcel 1)	N/A
GPT NW 42ND AVENUE OWNER III LLC, a Delaware limited liability company	Fee Simple Owner (Parcel 3)	N/A

The following is a description of the aforementioned Abstract of Title / Title Evidence and its continuations:

1) Fidelity National Title Insurance Company Title Commitment 10913255 – Revision Three (5-22-2023) covering the period from the beginning to May 3, 2023 at 10:00 A.M. containing 21 entries on Schedule B-II

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.I, the undersigned further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 22nd day of May, 2023.

LANDY SAAVEDRA, PLLC.

Name: Brenda M. Saavedra, Esq.
Florida Bar No. 0501611

Address: 8950 SW 74th Ct., Suite 2201
Miami, FL 33156
Telephone: (305) 677-3188

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 22nd day of May, 2023, by Brenda M. Saavedra, who is [X] personally known to me or [ ] has produced _____ as identification

Print Name: Steven Arthur Landy
Notary Public, State of Florida
Commission No._____
My Commission expires:_____

[NOTARY SEAL]

STEVEN ARTHUR LANDY
Notary Public - State of Florida
Commission # HH 245234
My Comm. Expires Mar 27, 2026
Bonded through National Notary Assn.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

The NW 1/4 of the SE 1/4 of Section 29, Township 52 South, Range 41 East, less the North 35 feet and less the South 300 feet of the West 413 feet thereof, and less the West 50 feet for Road Right of Way for the N.W. 42nd Avenue and Less the East 15.00 feet of the South 1/2 of the NW 1/4 of the SE 1/4 of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida, and LESS a 15 foot strip of land conveyed to the City of Opa Locka in Warranty Deed recorded December 18, 1991 in Official Records Book 15313, Page 3753, of the Public Records of Miami-Dade County, Florida.

PARCEL 3:

Parcel I:

A portion of the South 1/2 of the Northeast 1/4 of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida, being particularly described as follows:

Commence at the center of Section 29, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run North 86°47'03 East along the South boundary of the Northeast 1/4 of said Section 29 for a distance of 1132.58 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence run North 03°01'12" West for a distance of 1210.00 feet to a point of intersection with a line that is parallel to the South boundary of the Northeast 1/4 of said Section 29; thence run North 86°47'03" East along the last described line for a distance of 531.43 feet to the Point of Intersection with the arc of a curve, concave to the Southeast, having a radius of 5363.84 feet, said curve being the Northwesterly Right-of-Way boundary of the LeJeune-Douglas Expressway and N.W. 119th Street Expressway, according to the Right-of-Way Map recorded in Plat Book 77, at Page 96, of the Public Records of Miami-Dade County, Florida, said Point bearing North 71°17'02.6" West from the center of said curve; thence run Southwesterly along the arc of said curve, through a central angle of 13°25'31.4" for a distance of 1256.84 feet to the Point of Intersection with the South boundary of the Northeast 1/4 of said Section 29, said Point bearing North 84°42'34" West from the center of the aforesaid curve; thence run South 86°47'03" West along the last described line for a distance of 206.39 feet to the Point of Beginning, less and except the West 10 feet thereof.

Parcel II:

Non-exclusive easement for ingress and egress running over and across the following described property:

Lot 7, in Block 1, of LE JEUNE INDUSTRIAL PARK, according to the Plat thereof, recorded in Plat Book 100, at Page 51, of the Public Records of Miami-Dade County, Florida, as set out in instrument filed in Official Records Book 11076, at Page 601, as amended by instrument filed in Official Records Book 14441, Page 1400.

PREPARED BY:

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE NO. 954-572-1777
CERTIFICATE OF AUTHORIZATION NO. LB3870

OCTOBER 2023

IRONWOOD COMMERCE CENTER

A REPLAT OF TRACT "B" AND PORTION OF TRACT "A", "REPLAT OF GOLDEN GATE MEMORIAL PARK SECTION NO. 1" (P.B. 65, PG. 80), AND PORTION OF THE NW 1/4 OF THE SE 1/4, AND OF THE S. 1/2 OF THE NE 1/4, ALL IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

KNOW ALL MEN BY THESE PRESENTS:

THAT GPT NW 42ND AVENUE OWNER II LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND GPT NW 42ND AVENUE OWNER III LLC, A DELAWARE LIMITED LIABILITY COMPANY, COMPANIES DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAVE CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED "IRONWOOD COMMERCE CENTER" THE SAME BEING A REPLAT OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET, THE SOUTH 300 FEET OF THE WEST 413 FEET, AND THE WEST 50 FEET THEREOF, AND LESS THE EAST 15 FEET OF THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, AND LESS A 15 FOOT STRIP PER OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL INCLUDES TRACT "B" AND PORTION OF TRACT "A", "REPLAT OF GOLDEN GATE MEMORIAL PARK SECTION NO. 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGE 80, OF SAID PUBLIC RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 29; THENCE SOUTH 01°54'01" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 29 FOR 35.00 FEET; THENCE NORTH 87°49'49" EAST ALONG A LINE 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 29 FOR 50.00 FEET TO POINT OF BEGINNING #1; THENCE CONTINUE NORTH 87°49'49" EAST ALONG SAID PARALLEL LINE 1232.74 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE SOUTH 01°58'31" EAST ALONG SAID EAST LINE 627.14 FEET; THENCE SOUTH 87°51'22" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 15.00 FEET; THENCE SOUTH 01°58'31" EAST ALONG A LINE 15 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 662.12 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE SOUTH 87°52'54" WEST ALONG SAID SOUTH LINE 856.42 FEET; THENCE NORTH 01°54'01" WEST ALONG A LINE 413 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 300.00 FEET; THENCE SOUTH 87°52'54" WEST ALONG A LINE 300 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 363.00 FEET; THENCE NORTH 01°54'01" WEST ALONG SAID LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 926.16 FEET; THENCE NORTH 87°49'49" EAST 15.00 FEET; THENCE NORTH 01°54'01" WEST 32.00 FEET; THENCE SOUTH 87°49'49" WEST 15.00 FEET; THENCE NORTH 01°54'01" WEST ALONG SAID PARALLEL LINE 30.00 FEET TO POINT OF BEGINNING #1.

TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 87°49'49" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 29 FOR 1132.58 FEET TO POINT OF BEGINNING #2; THENCE NORTH 01°58'26" WEST 1210.00 FEET; THENCE NORTH 87°49'49" EAST ALONG A LINE PARALLEL TO SAID SOUTH LINE 521.43 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE EASTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 70°14'17" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND THE WEST RIGHT-OF-WAY LINE OF THE DOUGLAS LEJEUNE CONNECTOR, HAVING A RADIUS OF 5363.84 FEET, A CENTRAL ANGLE OF 13°25'32", FOR AN ARC DISTANCE OF 1256.84 FEET; THENCE SOUTH 87°49'49" WEST ALONG SAID SOUTH LINE 196.39 FEET TO POINT OF BEGINNING #2.

SAID LANDS LYING AND BEING IN THE CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 42.860 ACRES, MORE OR LESS.

IN WITNESS WHEREOF:

THAT SAID GPT NW 42ND AVENUE OWNER II LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY BRITTON WINTERER, ITS VICE PRESIDENT, IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, A.D. 202__.

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

GPT NW 42ND AVENUE OWNER II LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
BRITTON WINTERER
VICE PRESIDENT

ACKNOWLEDGMENT:

STATE OF)
COUNTY OF) SS

I HEREBY CERTIFY: THAT ON THIS DAY [ ] PERSONALLY APPEARED OR [ ] APPEARED BY MEANS OF ONLINE NOTARIZATION BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, BRITTON WINTERER, AS VICE PRESIDENT OF GPT NW 42ND AVENUE OWNER II LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, A.D. 202__.

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

_____
NOTARY PUBLIC – STATE OF

PRINT NAME: _____

IN WITNESS WHEREOF:

THAT SAID GPT NW 42ND AVENUE OWNER III LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY BRITTON WINTERER, ITS VICE PRESIDENT, IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, A.D. 202__.

WITNESS: _____

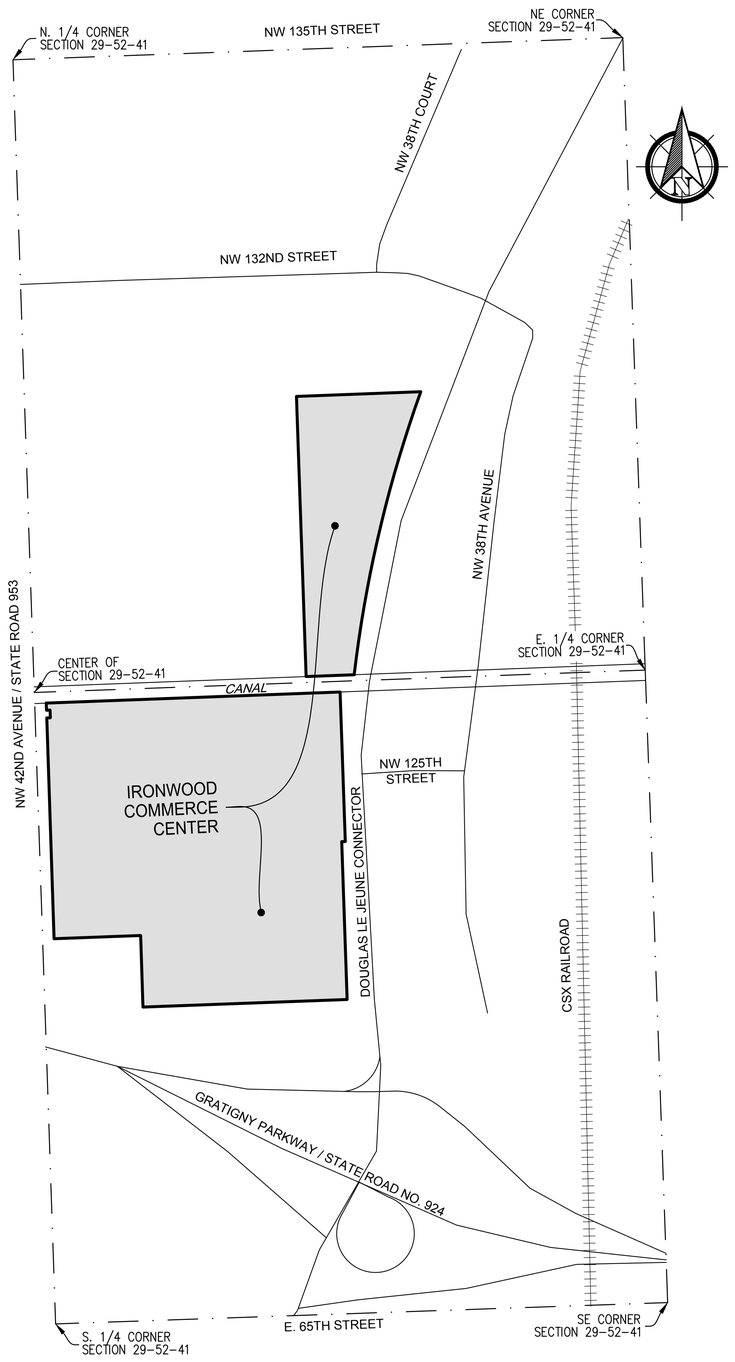
PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

GPT NW 42ND AVENUE OWNER III LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
BRITTON WINTERER
VICE PRESIDENT



LOCATION MAP
(SCALE: 1"=300')
THE E. 1/2 OF SECTION 29,
TOWNSHIP 52 SOUTH, RANGE 41 EAST

ACKNOWLEDGMENT:

STATE OF)
COUNTY OF) SS

I HEREBY CERTIFY: THAT ON THIS DAY [ ] PERSONALLY APPEARED OR [ ] APPEARED BY MEANS OF ONLINE NOTARIZATION BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, BRITTON WINTERER, AS VICE PRESIDENT OF GPT NW 42ND AVENUE OWNER III LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, A.D. 202__.

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

_____
NOTARY PUBLIC – STATE OF

PRINT NAME: _____

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CITY OF OPA-LOCKA APPROVALS:

THIS PLAT WAS APPROVED FOR ADOPTION BY THE CITY OF OPA-LOCKA, FLORIDA, PLANNING COUNCIL THIS _____ DAY OF _____, 202_ BY AUTHORIZATION OF RESOLUTION NO. _____.

BY: _____
CHAIRMAN

THIS PLAT WILL NOT RESULT IN THE REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAN; THEREFORE, IT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. _____ PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, THIS ___ DAY OF _____, A.D. 202__.

BY: _____
JOHN H. TAYLOR, JR.
MAYOR

ATTEST: _____
JOANNA FLORES
CITY CLERK

THIS PLAT HAS BEEN REVIEWED BY THE FOLLOWING PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF OPA-LOCKA, IN ACCORDANCE WITH SECTION 177.081(1), FLORIDA STATUTES. THE LOTS, TRACTS, AND OTHER FEATURES, AS SHOWN ON THIS PLAT, CONFORM TO CHAPTER 177, FLORIDA STATUTES.

CERTIFIED THIS _____ DAY OF _____, A.D. 202__.

SIGNED: _____
NAME:
PROFESSIONAL SURVEYOR AND MAPPER #LS_____
STATE OF FLORIDA

MIAMI-DADE COUNTY APPROVALS:

THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES CERTIFIES THAT THIS PLAT APPEARS TO CONFORM TO ALL OF THE REQUIREMENTS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE.
CERTIFIED THIS _____ DAY OF _____, A.D. 202__.

SIGNED: _____
DIRECTOR

THIS PLAT WAS APPROVED BY THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS THIS _____ DAY OF _____, A.D. 202__.

SIGNED: _____
DIRECTOR

SIGNED: _____
COUNTY ENGINEER

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT NW 42ND AVENUE (STATE ROAD NO. 953), GRATIGNY PARKWAY (STATE ROAD NO. 924), AND DOUGLAS LE JEUNE CONNECTOR, AS SHOWN HEREON, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON, ARE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW.

THAT THE CANAL RIGHT-OF-WAY AS SHOWN HEREON IS HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR CANAL AND RELATED PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDERGROUND.

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED ON ANY TRACT WITHIN THIS SUBDIVISION EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS, AND/OR AIR CONDITIONERS.

THAT THE USE OF SEPTIC TANKS SHALL NOT BE PERMITTED ON ANY TRACT WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED "IRONWOOD COMMERCE CENTER" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES; AND THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

_____
JOHN F. PULICE DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS2691
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB3870
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, A.D. 202__, AT _____ __.M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

IRONWOOD COMMERCE CENTER

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2 SHEETS

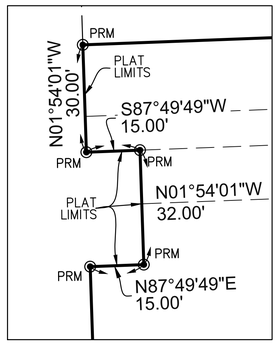
A REPLAT OF TRACT "B" AND PORTION OF TRACT "A", "REPLAT OF GOLDEN GATE MEMORIAL PARK SECTION NO. 1" (P.B. 65, PG. 80), AND PORTION OF THE NW 1/4 OF THE SE 1/4, AND OF THE S. 1/2 OF THE NE 1/4, ALL IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:

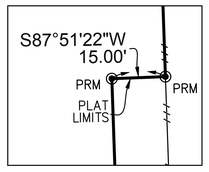
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE NO. 954-572-1777
CERTIFICATE OF AUTHORIZATION NO. LB3870

OCTOBER 2023



DETAIL A
1"=20'

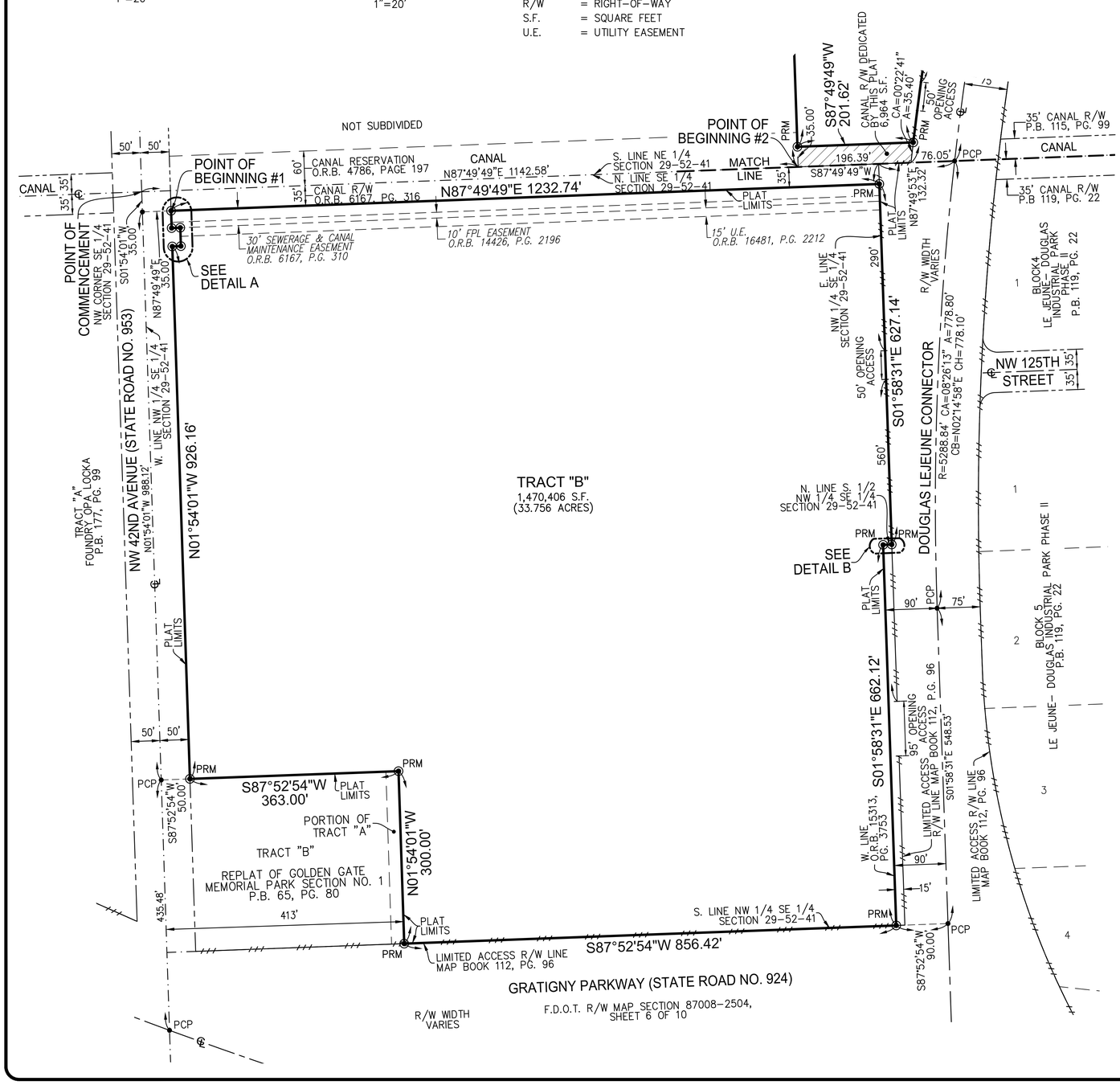


DETAIL B
1"=20'

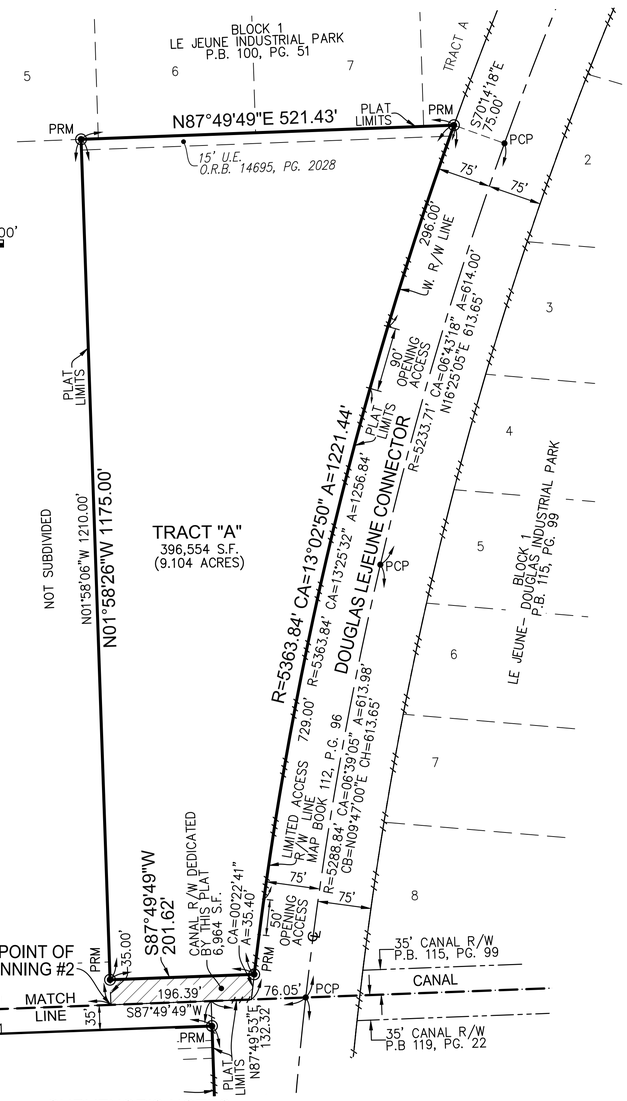
LEGEND AND ABBREVIATIONS:

◉ PRM	=	SET PERMANENT REFERENCE MONUMENT
• PCP	=	SET PERMANENT CONTROL POINT
——//——	=	LIMITED ACCESS R/W LINE
℄	=	CENTERLINE
A	=	ARC DISTANCE
CA	=	CENTRAL ANGLE
CB	=	CHORD BEARING
CH	=	CHORD DISTANCE
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
ID.	=	IDENTIFICATION
LB	=	LICENSED BUSINESS
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
S.F.	=	SQUARE FEET
U.E.	=	UTILITY EASEMENT

GRAPHIC SCALE
0' 50' 100' 200' 300'
FEET
SCALE: 1"=100'



GRAPHIC SCALE
0' 50' 100' 200' 300'
FEET
SCALE: 1"=100'



SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF THE NE 1/4 OF SECTION 29-52-41 BEING N8749'49"W.
2. RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

GENERAL EXCEPTIONS:

THIS PLAT IS SUBJECT TO THE FOLLOWING DESCRIBED DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS MAY BE AMENDED:

- AVIGATION EASEMENT IN O.R.B. 3498, PG. 209
- COVENANT IN O.R.B. 12178, PG. 3044
- COVENANT IN O.R.B. 32725, PG. 1255

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, A.D. 202__, AT _____ _.M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

PREPARED BY:

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE NO. 954-572-1777
CERTIFICATE OF AUTHORIZATION NO. LB3870

OCTOBER 2023

IRONWOOD COMMERCE CENTER

A REPLAT OF TRACT "B" AND PORTION OF TRACT "A", "REPLAT OF GOLDEN GATE MEMORIAL PARK SECTION NO. 1" (P.B. 65, PG. 80), AND PORTION OF THE NW 1/4 OF THE SE 1/4, AND OF THE S. 1/2 OF THE NE 1/4, ALL IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

KNOW ALL MEN BY THESE PRESENTS:

THAT GPT NW 42ND AVENUE OWNER II LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND GPT NW 42ND AVENUE OWNER III LLC, A DELAWARE LIMITED LIABILITY COMPANY, COMPANIES DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAVE CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED "IRONWOOD COMMERCE CENTER" THE SAME BEING A REPLAT OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET, THE SOUTH 300 FEET OF THE WEST 413 FEET, AND THE WEST 50 FEET THEREOF, AND LESS THE EAST 15 FEET OF THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, AND LESS A 15 FOOT STRIP PER OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL INCLUDES TRACT "B" AND PORTION OF TRACT "A", "REPLAT OF GOLDEN GATE MEMORIAL PARK SECTION NO. 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGE 80, OF SAID PUBLIC RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 29; THENCE SOUTH 01°54'01" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 29 FOR 35.00 FEET; THENCE NORTH 87°49'49" EAST ALONG A LINE 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 29 FOR 50.00 FEET TO POINT OF BEGINNING #1; THENCE CONTINUE NORTH 87°49'49" EAST ALONG SAID PARALLEL LINE 1232.74 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE SOUTH 01°58'31" EAST ALONG SAID EAST LINE 627.14 FEET; THENCE SOUTH 87°51'22" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 15.00 FEET; THENCE SOUTH 01°58'31" EAST ALONG A LINE 15 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 662.12 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE SOUTH 87°52'54" WEST ALONG SAID SOUTH LINE 856.42 FEET; THENCE NORTH 01°54'01" WEST ALONG A LINE 413 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 300.00 FEET; THENCE SOUTH 87°52'54" WEST ALONG A LINE 300 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 363.00 FEET; THENCE NORTH 01°54'01" WEST ALONG SAID LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 29 FOR 926.16 FEET; THENCE NORTH 87°49'49" EAST 15.00 FEET; THENCE NORTH 01°54'01" WEST 32.00 FEET; THENCE SOUTH 87°49'49" WEST 15.00 FEET; THENCE NORTH 01°54'01" WEST ALONG SAID PARALLEL LINE 30.00 FEET TO POINT OF BEGINNING #1.

TOGETHER WITH:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 87°49'49" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 29 FOR 1132.58 FEET TO POINT OF BEGINNING #2; THENCE NORTH 01°58'26" WEST 1210.00 FEET; THENCE NORTH 87°49'49" EAST ALONG A LINE PARALLEL TO SAID SOUTH LINE 521.43 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE EASTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 70°14'17" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND THE WEST RIGHT-OF-WAY LINE OF THE DOUGLAS LEJEUNE CONNECTOR, HAVING A RADIUS OF 5363.84 FEET, A CENTRAL ANGLE OF 13°25'32", FOR AN ARC DISTANCE OF 1256.84 FEET; THENCE SOUTH 87°49'49" WEST ALONG SAID SOUTH LINE 196.39 FEET TO POINT OF BEGINNING #2.

SAID LANDS LYING AND BEING IN THE CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 42.860 ACRES, MORE OR LESS.

IN WITNESS WHEREOF:

THAT SAID GPT NW 42ND AVENUE OWNER II LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY BRITTON WINTERER, ITS VICE PRESIDENT, IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, A.D. 202__.

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

GPT NW 42ND AVENUE OWNER II LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
BRITTON WINTERER
VICE PRESIDENT

ACKNOWLEDGMENT:

STATE OF)
COUNTY OF) SS

I HEREBY CERTIFY: THAT ON THIS DAY [ ] PERSONALLY APPEARED OR [ ] APPEARED BY MEANS OF ONLINE NOTARIZATION BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, BRITTON WINTERER, AS VICE PRESIDENT OF GPT NW 42ND AVENUE OWNER II LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, A.D. 202__.

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

_____
NOTARY PUBLIC – STATE OF

PRINT NAME: _____

IN WITNESS WHEREOF:

THAT SAID GPT NW 42ND AVENUE OWNER III LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY BRITTON WINTERER, ITS VICE PRESIDENT, IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, A.D. 202__.

WITNESS: _____

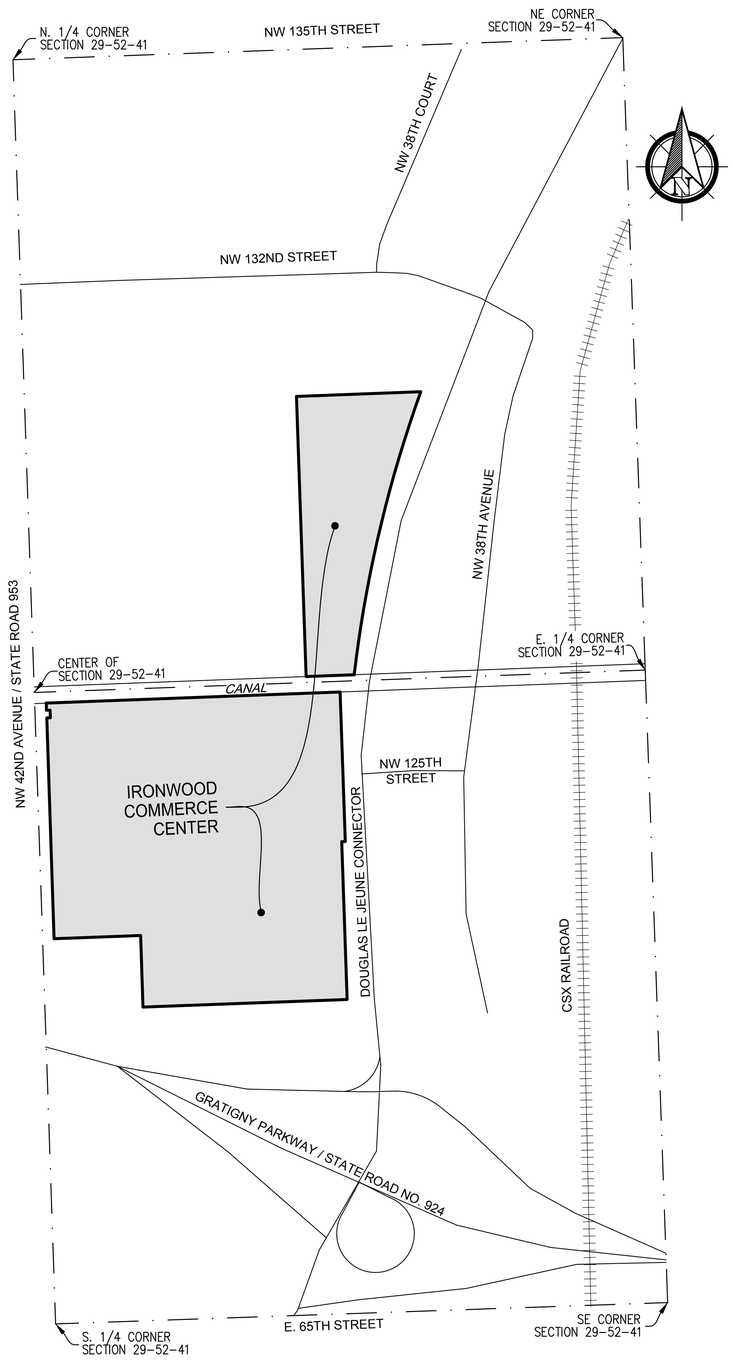
PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

GPT NW 42ND AVENUE OWNER III LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
BRITTON WINTERER
VICE PRESIDENT



LOCATION MAP
(SCALE: 1"=300')
THE E. 1/2 OF SECTION 29,
TOWNSHIP 52 SOUTH, RANGE 41 EAST

ACKNOWLEDGMENT:

STATE OF)
COUNTY OF) SS

I HEREBY CERTIFY: THAT ON THIS DAY [ ] PERSONALLY APPEARED OR [ ] APPEARED BY MEANS OF ONLINE NOTARIZATION BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, BRITTON WINTERER, AS VICE PRESIDENT OF GPT NW 42ND AVENUE OWNER III LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, A.D. 202__.

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

_____
NOTARY PUBLIC – STATE OF

PRINT NAME: _____

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CITY OF OPA-LOCKA APPROVALS:

THIS PLAT WAS APPROVED FOR ADOPTION BY THE CITY OF OPA-LOCKA, FLORIDA, PLANNING COUNCIL THIS _____ DAY OF _____, 202_ BY AUTHORIZATION OF RESOLUTION NO. _____.

BY: _____
CHAIRMAN

THIS PLAT WILL NOT RESULT IN THE REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAN; THEREFORE, IT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. _____ PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, THIS ___ DAY OF _____, A.D. 202__.

BY: _____
JOHN H. TAYLOR, JR.
MAYOR

ATTEST: _____
JOANNA FLORES
CITY CLERK

THIS PLAT HAS BEEN REVIEWED BY THE FOLLOWING PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE CITY OF OPA-LOCKA, IN ACCORDANCE WITH SECTION 177.081(1), FLORIDA STATUTES. THE LOTS, TRACTS, AND OTHER FEATURES, AS SHOWN ON THIS PLAT, CONFORM TO CHAPTER 177, FLORIDA STATUTES.

CERTIFIED THIS _____ DAY OF _____, A.D. 202__.

SIGNED: _____
NAME:
PROFESSIONAL SURVEYOR AND MAPPER #LS_____
STATE OF FLORIDA

MIAMI-DADE COUNTY APPROVALS:

THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES CERTIFIES THAT THIS PLAT APPEARS TO CONFORM TO ALL OF THE REQUIREMENTS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE. CERTIFIED THIS _____ DAY OF _____, A.D. 202__.

SIGNED: _____
DIRECTOR

THIS PLAT WAS APPROVED BY THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS THIS _____ DAY OF _____, A.D. 202__.

SIGNED: _____
DIRECTOR

SIGNED: _____
COUNTY ENGINEER

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT NW 42ND AVENUE (STATE ROAD NO. 953), GRATIGNY PARKWAY (STATE ROAD NO. 924), AND DOUGLAS LE JEUNE CONNECTOR, AS SHOWN HEREON, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON, ARE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW.

THAT THE CANAL RIGHT-OF-WAY AS SHOWN HEREON IS HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR CANAL AND RELATED PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDERGROUND.

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED ON ANY TRACT WITHIN THIS SUBDIVISION EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS, AND/OR AIR CONDITIONERS.

THAT THE USE OF SEPTIC TANKS SHALL NOT BE PERMITTED ON ANY TRACT WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED "IRONWOOD COMMERCE CENTER" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES; AND THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

_____
JOHN F. PULICE DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS2691
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB3870
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, A.D. 202__, AT _____ __.M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

IRONWOOD COMMERCE CENTER

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2 SHEETS

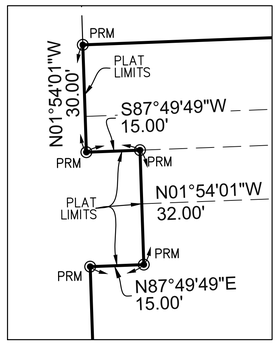
A REPLAT OF TRACT "B" AND PORTION OF TRACT "A", "REPLAT OF GOLDEN GATE MEMORIAL PARK SECTION NO. 1" (P.B. 65, PG. 80), AND PORTION OF THE NW 1/4 OF THE SE 1/4, AND OF THE S. 1/2 OF THE NE 1/4, ALL IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:

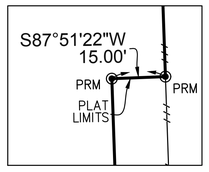
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE NO. 954-572-1777
CERTIFICATE OF AUTHORIZATION NO. LB3870

OCTOBER 2023



DETAIL A
1"=20'

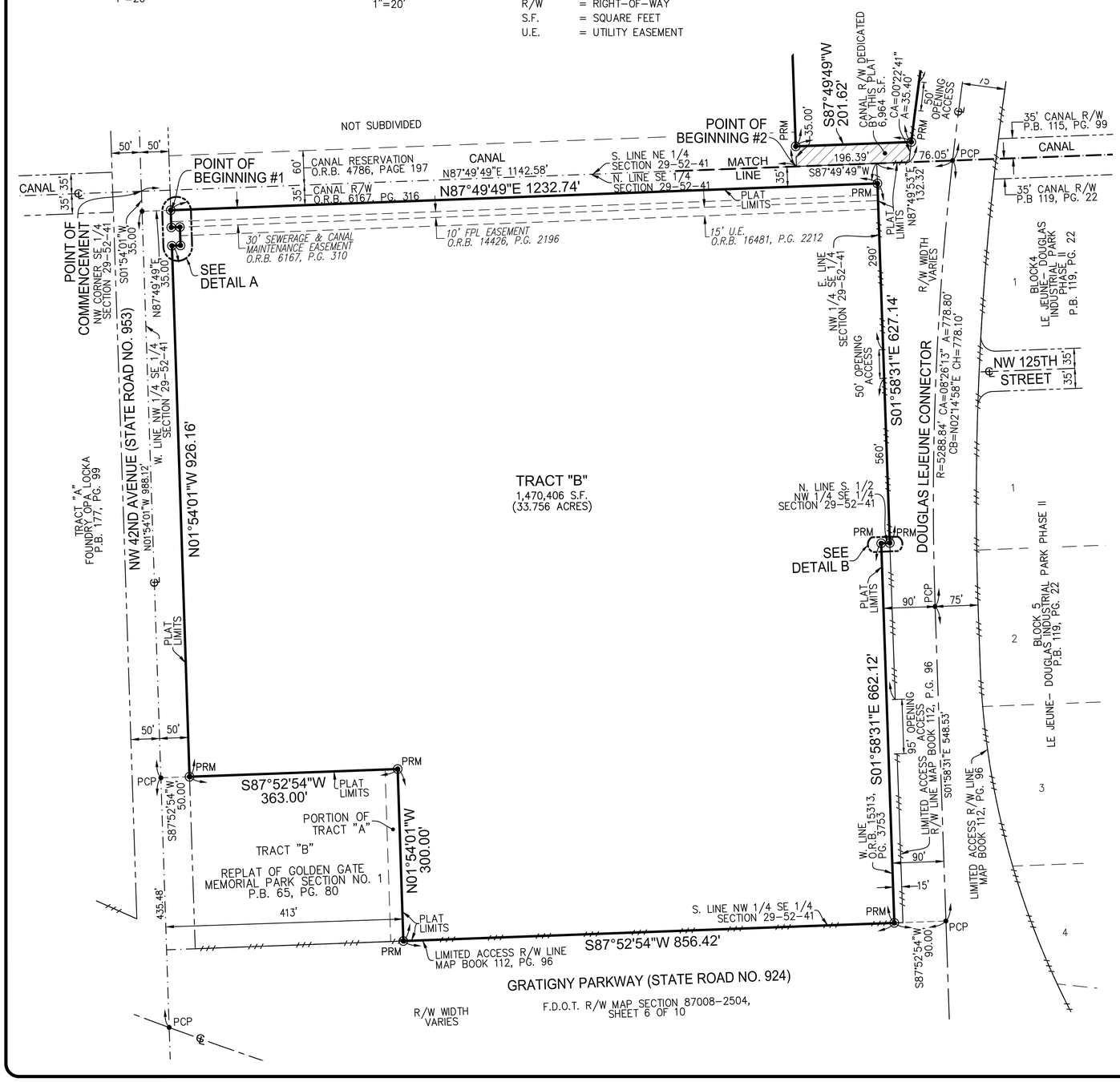


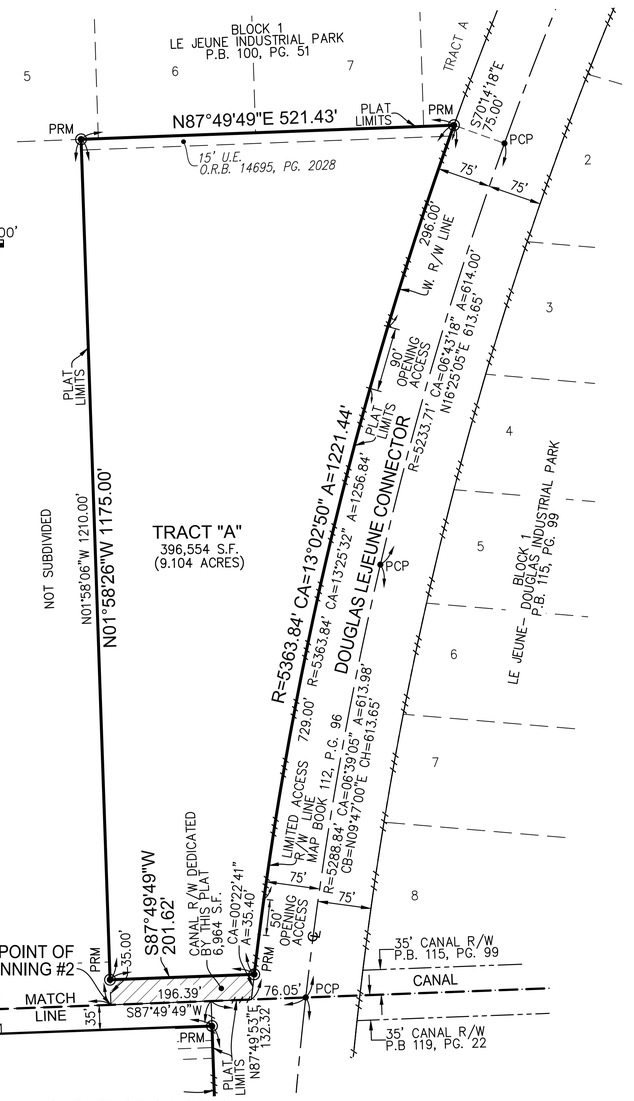
DETAIL B
1"=20'

LEGEND AND ABBREVIATIONS:

◉ PRM	=	SET PERMANENT REFERENCE MONUMENT
• PCP	=	SET PERMANENT CONTROL POINT
——//——	=	LIMITED ACCESS R/W LINE
℄	=	CENTERLINE
A	=	ARC DISTANCE
CA	=	CENTRAL ANGLE
CB	=	CHORD BEARING
CH	=	CHORD DISTANCE
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
ID.	=	IDENTIFICATION
LB	=	LICENSED BUSINESS
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
S.F.	=	SQUARE FEET
U.E.	=	UTILITY EASEMENT

GRAPHIC SCALE
0' 50' 100' 200' 300'
FEET
SCALE: 1"=100'





SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF THE NE 1/4 OF SECTION 29-52-41 BEING N8749'49"W.
2. RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

GENERAL EXCEPTIONS:

THIS PLAT IS SUBJECT TO THE FOLLOWING DESCRIBED DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS MAY BE AMENDED:

- AVIGATION EASEMENT IN O.R.B. 3498, PG. 209
- COVENANT IN O.R.B. 12178, PG. 3044
- COVENANT IN O.R.B. 32725, PG. 1255

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, A.D. 202__, AT _____ _.M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

Sponsored by: City Manager

RESOLUTION NO. 24-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING APPROVAL OF THE CONDITIONAL USE REQUEST TO OPERATE AN INDOOR SHOOTING RANGE FOR THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08- 2129-016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, THE ARMORY I, LLC, desires to make interior renovations to the building for an indoor shooting range or armory and gun shop on the property at 13449 NW 42nd Avenue and identified by folio 08-2129-016-0010 in the Liberal Industrial (I-3) Zoning District and within the Corridor Mixed Use Overlay; and

WHEREAS, in accordance with the City of Opa-Locka's Land Development Regulations ("City LDR"), Ordinance 15-31, Section 22-81 requires conditional use review approval to permit the operation of an indoor shooting range or armory in the I-3 zoning district; and

WHEREAS, the Applicant, has submitted a request for conditional use review and provided documentation to meet the approval criteria as required by City LDR Section 22-60, to consider the conditional use review; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of THE ARMORY I, LLC and has determined that the Applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on June 4, 2024 and recommended approval of this request for conditional use review by a 4 —0 vote and a copy of the site plan is provided herein as Exhibit "A".

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

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL/DENIAL.
Approval/Denial of Conditional Use Review. The City Commission of the City of Opa-Locka, Florida hereby approves / denies this request for Conditional Use review approval for the operation of an Indoor Shooting Range or Armory and Gun Shop on the property at 13449 NW 42nd Avenue and identified by folio 08-2129-016-0010 in the Liberal Industrial (I-3) Zoning District and within the Corridor Mixed Use Overlay as shown on the site plan as Exhibit "A" attached herein.

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 Interim City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.
This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka's Code of Ordinances, Land Development Regulations 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 Kelley _____

Commissioner Williams _____

Commissioner Bass _____

Vice-Mayor Irvin _____

Mayor John Taylor _____

Docusign Envelope ID: F5C9EFC7-290E-43A6-93E0-C94E8E642536

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	Signed by: Gregory Gay DocuSigned by: DCFBED63852C45C...		
City Manager:	Darvin E. Williams			**CM Signature**	D E Wil C46C07C1E8DE492...		
Commission Meeting Date:	September 11, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING APPROVAL OF THE CONDITIONAL USE REQUEST TO OPERATE AN INDOOR SHOOTING RANGE OR ARMORY ON THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08-2129-016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The applicant, THE ARMORY I, LLC, desires to make interior renovations to the building for an indoor shooting range or armory and gun shop on the property at 13449 NW 42nd Avenue and identified by folio 08-2129-016-0010 in the Liberal Industrial (I-3) Zoning District and within the Corridor Mixed Use Overlay. This use, in accordance with the City of Opa-locka's Land Development Regulations (City LDR), Ordinance 15-31, (recently amended) Section 22-81 requires conditional use review approval to permit the operation of an indoor shooting range or armory in the I-3 zoning district. The Planning & Community Development staff has reviewed the application of The Armory I, LLC and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-locka's Land Development Code for proper

Docusign Envelope ID: F5C9EFC7-290E-43A6-93E0-C94E8E642536

consideration by the Planning and Zoning Board. The applicant has submitted a request for conditional use review and provided documentation to meet the approval criteria as required by the City LDR Section 22-60, to consider the conditional use review. When the Planning & Zoning Board reviewed this request at a public hearing on June 4, 2024, the Board recommended approval of this conditional use by a 4 to 0 vote.

City Land Development Regulations permit gun shops in I-1, Light Industrial and I-3, Liberal Industrial zoning districts. City Staff has reviewed Florida House Bill 45 and agrees with the firearm regulations. City Staff agrees that it is important to balance the rights of gun enthusiasts with the safety and well-being of residents as provided by F.S. 790 (3) and F.S. 790.33. City Land Development Regulations amendment to permit this use in the I-3 zoning district was reviewed at the July 24, 2024, City Commission meeting. The City has determined that an indoor shooting range should be permitted in the I-3 zoning district after conditional use review. A Conditional Use is a use that is not permitted by right but is a use subject to conditions would not impact the zoning district. The Land Development Regulations Amendment, Article V, Sec. 22-142 does include regulations for zoning & land use; site plan review; location and distance; safety measures; environmental; security and storage; hours of operation; community engagement; and reporting and compliance.

Financial Impact

The approval of this legislation will have no negative financial impact. On the contrary, the City stands to benefit financially through permitting fees and other taxes generated by the shooting range's operations, which will contribute to enhancing the General Fund annually.

Proposed Action:

Planning and Community Development staff recommends approval of this Shooting Range Conditional Use.

Attachment:

Draft Resolution
PZAB Meeting Minutes-June 4, 2024
PZAB Application Package
Site Plan Package
Survey
Florida House Bill 45 – 10-1-2011
F.S. 790.25(3) & F.S. 790.33

Sponsored by: City Manager

RESOLUTION NO. 24-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING APPROVAL OF THE CONDITIONAL USE REQUEST TO OPERATE AN INDOOR SHOOTING RANGE OR ARMORY ON THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08-2129-016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, in accordance with the City of Opa-Locka's Land Development Regulations ("City LDR"), Ordinance 15-31, Section 22-81 requires conditional use review approval to permit the operation of an indoor shooting range or armory in the I-3 zoning district; and

WHEREAS, the Applicant, has submitted a request for conditional use review and provided documentation to meet the approval criteria as required by City LDR Section 22-60, to consider the conditional use review; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of THE ARMORY I, LLC and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on June 4, 2024 and recommended approval of this request for conditional use review by a __—__ vote and a copy of the site plan is provided herein as Exhibit "A".

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

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL/DENIAL.
Approval/Denial of Conditional Use Review. The City Commission of the City of Opa-Locka, Florida hereby approves / denies this request for Conditional Use review approval for the operation of an Indoor Shooting Range or Armory and Gun Shop on the property at 13449 NW 42nd Avenue and identified by folio 08-2129-016-0010 in the Liberal Industrial (I-3) Zoning District and within the Corridor Mixed Use Overlay as shown on the site plan as Exhibit "A" attached herein.

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 Interim City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.
This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka's Code of Ordinances, Land Development Regulations 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 Kelley	_____
Commissioner Williams	_____
Commissioner Bass	_____
Vice-Mayor Irvin	_____
Mayor John Taylor	_____

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2023-2024

TOTAL FEES: $_____ New Fees as of October 1, 2015

FY 2023-2024 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 3, 2023	August 18, 2023
November 7, 2023	September 15, 2023
December 5, 2023	October 13, 2023
January 2, 2024	November 17, 2023
February 6, 2024	December 15, 2023
March 5, 2024	January 12, 2024
April 2, 2024	February 16, 2024
May 7, 2024	March 15, 2024
June 4, 2024	April 12, 2024
July 2, 2024	May 17, 2024
August 6, 2024	June 14, 2024
September 3, 2024	July 19, 2024

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: RND HEADQUARTERS, LLC

PROPERTY OWNER'S ADDRESS: 13449 NW 42 Ave Opa-Locka Florida 33054
Number/Street City State/Zip Code

APPLICANT'S NAME: THE ARMORY I LLC

APPLICANT'S ADDRESS: 4250 Biscayne Blvd Miami Florida 33137
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE _____ HOME _____ OTHER 305-610-9923

SUBJECT PROPERTY ADDRESS: 13449 NW 42 Ave
Number/Street

TAX FOLIO NUMBER: 08-2129-016-0010 PRESENT ZONING: I-3 Liberal/Planned Industrial

LEGAL DESCRIPTION: TRACT A, OF "AVANTI", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 33, OF THE PUBLIC RECORDS OF CITY OF OPA-LOCKA LYING AND BEING IN MIAMI-DADE COUNTY FLORIDA

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
___Final Site Plan Review
___Conditional Use Permit – No Plans
✓ Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
___Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:

_____

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

_____Completed application form

_____Application fee payable to the City of Opa-locka by check, cashier's check or money order

_____Copy of property owner's and/or applicant's photo not including a driver's license also provide Incorporation Documents (Inc., LLC, ...)

_____Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

_____All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

_____Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

_____Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)

_____Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

_____Narrative concept must be submitted with application

AFFIDAVIT

I, Daniel S. Whitebook on behalf of RND HEADQUARTERS, LLC, being first duly sworn, depose and say that I am the **OWNER** of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

Daniel S. Whitebook
Signature

05/02/2024
Date

ERIC ANDREW GREENWALD
Notary Public - State of Florida
Commission # HH 271030
My Comm. Expires Sep 25, 2026
Bonded through National Notary Assn.

Sworn to and subscribed before me:

This 2nd day of May 2024

Eric Greenwald
Notary Public

My commission expires 9/25/26

Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

_____Completed application form

_____Application fee payable to the City of Opa-locka by check, cashier's check or money order

_____Copy of property owner's and/or applicant's photo not including a driver's license also provide Incorporation Documents (Inc., LLC, ...)

_____Affidavit **(see below)**, and power of attorney of the property owner **(page 3) (Both must be Notarized)**

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

_____All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

_____Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

_____Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)

_____Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

_____Narrative concept must be submitted with application

AFFIDAVIT

I, Eric Greenwald on behalf of THE ARMORY I LLC, being first duly sworn, depose and say that I am the APPLICANT of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

Eric Greenwald
Signature

5/2/24
Date

Sworn to and subscribed before me:

This 2 day of MAY, 2024

Notary Public

LIZBETH BUENO
MY COMMISSION # HH 328244
EXPIRES: December 12, 2026

My commission expires 12/12/26

Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Daniel S. Whitebook on behalf of RND HEADQUARTERS, LLC

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Daniel S. Whitebook on behalf of RND HEADQUARTERS, LLC, being first duly sworn, depose and say that I am the owner of the property legally described as:

TRACT A, OF "AVANTI", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 33, OF THE PUBLIC RECORDS OF CITY OF OPA-LOCKA LYING AND BEING IN MIAMI-DADE COUNTY FLORIDA

I do give to THE ARMORY I LLC, and its authorized representatives the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize THE ARMORY I LLC, and its authorized representatives to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Daniel S. Whitebook
Signature

05/02/2024
Date

ERIC ANDREW GREENWALD
Notary Public - State of Florida
Commission # HH 271030
My Comm. Expires Sep 25, 2026
Bonded through National Notary Assn.

Sworn to and subscribed before me:

This 2nd day of May 2024

Eric Greenwald
Notary Public

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From: Daniel S. Whitebook on behalf of RND HEADQUARTERS, LLC

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Daniel S. Whitebook on behalf of RND HEADQUARTERS, LLC, being first duly sworn, depose and say that I am the owner of the property legally described as:

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I do give to Tracy Slavens Esq. and Wesley Hevia Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Tracy Slavens Esq. and Wesley Hevia Esq. to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Daniel S. Whitebook
Signature

05/02/2024
Date

ERIC ANDREW GREENWALD
Notary Public - State of Florida
Commission # HH 271030
My Comm. Expires Sep 25, 2026
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Sworn to and subscribed before me:

This 2nd day of May 2024

Notary Public

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POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Eric Greenwald on behalf of THE ARMORY I LLC

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Eric Greenwald on behalf of THE ARMORY I LLC, being first duly sworn, depose and say that I am the applicant of the property legally described as:

TRACT A, OF "AVANTI", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 33, OF THE PUBLIC RECORDS OF CITY OF OPA-LOCKA LYING AND BEING IN MIAMI-DADE COUNTY FLORIDA

I do give to Tracy Slavens Esq. and Wesley Hevia Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Tracy Slavens Esq. and Wesley Hevia Esq. to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Eric Greenwald
Signature

5/2/24
Date

LIZBETH BUENO
MY COMMISSION # HH 328244
EXPIRES: December 12, 2026

Sworn to and subscribed before me:

This 2 day of MAY 2024

Notary Public

My commission expires: 12/12/26

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

LIST OF PROPERTY OWNERS WITNIN 400’ RADIUS OF THE SUBJECT PROPERTY (Subject property is shown in BOLD)

LEGAL DESCRIPTION, SITE ADDRESS, FOLIO NUMBER	NAME, MAILING ADDRESS
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 14 BLDG 10 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 14-10 OPA LOCKA, FL 33054 0821290090370	CARLA VALERO TEODORA LAMADRID 36 3O 3A BARCELONA, SPAIN
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 8 BLDG 10 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 8-10 OPA LOCKA, FL 33054 0821290090320	4050 LLC 12595 SW 137 AVE STE 204 MIAMI, FL 33186 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 18 BLDG 9 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 18-9 OPA LOCKA, FL 33054 0821290090170	4050 NW 135 ST LLC 924 W 64 ST HIALEAH, FL 33012 USA
20 29 52 41 .367 AC BEG 152.82FTE OF NE COR OF TR A OF PB 142-33 TH CONT E106.67FT S150.48FT W106.67FT N150.48FT TO POB LOT SIZE 16002 SQ FT 4110 NW 135TH ST OPA LOCKA, FL 33054 0821290000084	AFFAR ENTERPRISES INC 4137 NW 135 ST OPA LOCKA, FL 33054 USA
20 29 52 41 .475 AC BEG 150.48FTS & 183.35FTE OF NE COR OF TR A OF PB 142-33 CONT E75.65FT S272.05FT W75.03FT N278.54FT TO POB LOT SIZE 20707 SQ FT UNAVAILABLE OPA LOCKA, FL 33054 0821290000088	AFFAR ENTERPRISES INC 4137 NW 135 ST OPA LOCKA, FL 33054 USA
20 29 52 41 1 AC BEG 259.49FTE OF NE COR OF TR A OF PB 142-33 CONT E104.28FT S422.53FT W104.28FT N422.53FT TO POB LOT SIZE 43502 SQ FT 4100 NW 135TH ST OPA LOCKA, FL 33054 0821290000080	AFFAR ENTERPRISES INC 4137 NW 135 ST OPA LOCKA, FL 33054-4658 USA
LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 6 UNDIV 8.43% INT IN COMMON ELEMENTS OFF REC 21777-4422 13065 NW 42ND AVE 6 OPA LOCKA, FL 33054 0821290210060	AMADO VENEGAS MARTHA VENEGAS 13065 NW 42 AVE 6 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 9 BLDG 10 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 9-10 OPA LOCKA, FL 33054 0821290090330	AMALIA & MARTA RIVAS 4050 NW 135 ST UNIT 9 BLDG 10 OPA LOCKA, FL 33054-4640 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 15 BLDG 11 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 15-11 OPA LOCKA, FL 33054 0821290090620	ANDRES MORALES 85 NW 45 AVE MIAMI, FL 33126 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 17 BLDG 11 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 17-11 OPA LOCKA, FL 33054 0821290090640	ANDRES MORALES 85 NW 45 AVE MIAMI, FL 33126 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 10 BLDG 11 UNDIV 1.693% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 10-11 OPA LOCKA, FL 33054 0821290090580	ANDRES VERONA REM JOSE LUIS VERONA 4050 NW 135 ST BLDG 11 #10 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 7 BLDG 10 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 7-10 OPA LOCKA, FL 33054 0821290090310	ANGEL PENA 4050 NW 135 ST #7-10 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 15 BLDG 10 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R225755 4050 NW 135TH ST 15-10 OPA LOCKA, FL 33054 0821290090380	AQUILES A MALENO &W ANA M 10365 SW 23 CT MIRAMAR, FL 33025 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 4 BLDG 9 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 4-9 OPA LOCKA, FL 33054 0821290090040	AQUILES A MALENO &W ANA M 10365 SW 23 CT MIRAMAR, FL 33025-1770 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 25 BLDG 9 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 25-9 OPA LOCKA, FL 33054 0821290090240	ARTURO T GONZALEZ 4050 NW 135 ST 25 9 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 6 BLDG 9 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 6-9 OPA LOCKA, FL 33054 0821290090060	BASILIO VALDES 4050 NW 135 ST #6-9 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 11 BLDG 11 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 11-11 OPA LOCKA, FL 33054 0821290090590	BERNALDO ORO &W DELFINA 4050 NW 135 ST #11-11 OPA LOCKA, FL 33054-4646 USA
29 52 41 2.373 AC M/L INCOME GARDENS SEC 4 PB 31-8 PORT OF BLK 207 DESC BEG 159.96FTW OF SE COR OF N1/4 OF NW1/4 OF SEC CONT S 86 13350 LE JEUNE RD OPA LOCKA, FL 33054 0821200040041	CALICO SUNSHINE 163 LLC CORAL COASTAL LLC DCM LIFESTYLE LLC 13350 NW 42 AVE OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 22 BLDG 11 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-	CANDIDO R ACEVEDO

225755
4050 NW 135TH ST 22-11
OPA LOCKA, FL 33054
0821290090690

6548 NW 171 ST
HIALEAH, FL 33015 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 1 BLDG 9 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 1-9
OPA LOCKA, FL 33054
0821290090010

CARLOS MARTINEZ &W CARMEN
4050 NW 135 ST #1-9
OPA LOCKA, FL 33054-0000 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 20 BLDG 11 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 20-11
OPA LOCKA, FL 33054
0821290090670

CARLOS MONTESINO
KEILA NUNEZ
1431 NW 87 WAY
PEMBROKE PINES, FL 33024 USA

S & F INDUSTRIAL SITES PB 130-7 LOT 9 & 10 BLK 1 LOT SIZE 52082 SQ FT OR 20220-4623 0202 5 (5)
4097 NW 135TH ST
OPA LOCKA, FL 33054
0821200050091

CARMELA RAFFA (TR)
% TMC COMMERCIAL CENTER
4137 NW 135 ST
OPA LOCKA, FL 33054-4658 USA

S & F INDUSTRIAL SITES PB 130-7 LOTS 11 & 12 BLK 1 LOT SIZE 55774 SQ FT OR 20220-4623 0202 5 (5)
4119 NW 135TH ST
OPA LOCKA, FL 33054
0821200050110

CARMELA RAFFA (TR)
% TMC COMMERCIAL CENTER
4137 NW 135 ST
OPA LOCKA, FL 33054-4658 USA

S & F INDUSTRIAL SITES PB 130-7 LOT 13 BLK 1 LOT SIZE 48131 SQ FT OR 20220-4623 0202 5 (5)
4147 NW 135TH ST
OPA LOCKA, FL 33054
0821200050130

CARMELA RAFFA (TR)
% TMC COMMERCIAL CENTER
4137 NW 135 ST
OPA LOCKA, FL 33054-4658 USA

NORTH DADE COMMERCIAL PARK PB 126-29 LOTS 2 THRU 5 BLK 1 LOT SIZE 90000 SQ FT OR 19576-2767 0301 1
13200 NW 42ND AVE
OPA LOCKA, FL 33054
0821290120020

CMCC VENTURES LTD
9050 NW 27 AVE
MIAMI, FL 33147 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 17 BLDG 10 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 17-10
OPA LOCKA, FL 33054
0821290090400

DANIEL R DIAZ
4050 NW 135 ST #17-10
OPA LOCKA, FL 33054-4622 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 1 BLDG 10 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 1-10
OPA LOCKA, FL 33054
0821290090250

DANIEL RIOS DIAZ
4050 NW 135 ST #1-10
OPA LOCKA, FL 33054-4634 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 3 BLDG 10 UNDIV 1.693% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 3-10
OPA LOCKA, FL 33054
0821290090270

DAVID TORRADO &W CONCEPCION
6521 W 8 AVE
HIALEAH, FL 33012 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 10 BLDG 10 UNDIV 1.693% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 10-10 OPA LOCKA, FL 33054 0821290090340	DAYLIN FARINAS EDUARDO M AGUILILLA JR 4050 NW 135 ST UNIT 10 BLDG 10 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 12 BLDG 11 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 11 OPA LOCKA, FL 33054 0821290090600	DOUGLAS GUTIERREZ 4050 NW 135 ST #12-11 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 16 BLDG 11 UNDIV 1.693% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 16-11 OPA LOCKA, FL 33054 0821290090630	DOUGLAS VIDEA &W LISETH 4050 NW 135 ST #16-11 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 2 BLDG 9 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 2-9 OPA LOCKA, FL 33054 0821290090020	EDUARDO JOSE GUTIERREZ 4050 NW 135 ST UNIT #2-9 OPA LOCKA, FL 33054-4637 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 23 BLDG 9 UNDIV 1.694% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 23-9 OPA LOCKA, FL 33054 0821290090220	ELISEA CRESPO LE REM GRETTER FERNANDEZ 4050 NW 135 ST #23-9 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 18 BLDG 11 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 18-11 OPA LOCKA, FL 33054 0821290090650	ENGRACIA NUNEZ KEILA NUNEZ 1431 NW 87 WAY PEMBROKE PINES, FL 33024 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 11 BLDG 9 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 11-9 OPA LOCKA, FL 33054 0821290090110	ESTEBAN ISRAEL HERNANDEZ MIRIAM MELBA HERNANDEZ 4050 NW 135 ST 11-9 OPA LOCKA, FL 33054 USA
INCOME GARDENS SEC 4 PB 31-8 PT OF LOTS 21 & 22 BLK 207 DESC - E205.36FT OF W1079.08FT OF N1/2 OF N1/2 OF NE1/4 OF NW1/4 OF SEC 20-52-41 LOT SIZE 67769 SQUARE FEET 4250 NW 135TH ST OPA LOCKA, FL 33054 0821200040046	EWE WAREHOUSE INVEST XII LTD 10165 NW 19 ST MIAMI, FL 33172-2529 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 14 BLDG 9 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 14-9 OPA LOCKA, FL 33054 0821290090130	FATIMA GARCIA 4050 NW 135 ST #14-9 OPA LOCKA, FL 33054-0000 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 4 BLDG 10 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-	FELIPA CORRECHET TRS

225755
4050 NW 135TH ST 4-10
OPA LOCKA, FL 33054
0821290090280

16 MCKINLEY AVE
LEHIGH ACRES, FL 33936 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 21 BLDG 10 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 21-10
OPA LOCKA, FL 33054
0821290090440

FRANK RUIZ
18145 NW 89 CT
HIALEAH, FL 33018 USA

LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 1 UNDIV 6.98% INT IN COMMON ELEMENTS OFF REC 21777-4422
13055 NW 42ND AVE 1
OPA LOCKA, FL 33054
0821290210010

GABRIELA MARIN
GILMAR WILFREDO DE LEON PASCUAL
13055 NW 42 AVE
OPA LOCKA, FL 33054 USA

LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 2 UNDIV 8.43% INT IN COMMON ELEMENTS OFF REC 21777-4422
13057 NW 42ND AVE 2
OPA LOCKA, FL 33054
0821290210020

GAVACOM INVESTMENTS LLC
4700 NW 128 ST
OPA LOCKA, FL 33054 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 2 BLDG 10 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 2-10
OPA LOCKA, FL 33054
0821290090260

GILBERTO DIAZ &W
MARILYN DIAZ
PO BOX 523
EL CAMPO, TX 77437 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 23 BLDG 10 UNDIV 1.693% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 23-10
OPA LOCKA, FL 33054
0821290090460

HALOGEN DESIGN LLC
748 SAND CREEK CIR
WESTON, FL 33327 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 21 BLDG 9 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 21-9
OPA LOCKA, FL 33054
0821290090200

ISAURA GOMEZ RAMIREZ
4050 NW 135 ST #21-9
OPA LOCKA, FL 33054-4638 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 3 BLDG 11 UNDIV 1.693% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 3-11
OPA LOCKA, FL 33054
0821290090510

JOEL RODRIGUEZ
NOEMI GUERRA RIVERO
285 SEAMAN AVE
OPA LOCKA, FL 33054 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 5 BLDG 9 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 5-9
OPA LOCKA, FL 33054
0821290090050

JORGE BRITO
MARIA BRITO
4050 NW 135 ST #5-9
OPA LOCKA, FL 33054-4622 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 2 BLDG 11 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755

JORGE QUINTANA
4050 NW 135 ST UNIT #2 BLDG #11

4050 NW 135TH ST 2-11 OPA LOCKA, FL 33054 0821290090500	OPA LOCKA, FL 33054-4637 USA
LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 8 UNDIV 8.43% INT IN COMMON ELEMENTS OFF REC 21777-4422 13069 NW 42ND AVE 8 OPA LOCKA, FL 33054 0821290210080	JOSE GOMEZ & EULALIA O GOMEZ TRS 1221 E 9 CT HIALEAH, FL 33010-3723 USA
LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 9 UNDIV 8.43% INT IN COMMON ELEMENTS OFF REC 21777-4422 13071 NW 42ND AVE 9 OPA LOCKA, FL 33054 0821290210090	JOSE GOMEZ & EULALIA O GOMEZ TRS 1221 E 9 CT HIALEAH, FL 33010-3723 USA
LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 10 UNDIV 25.58% INT IN COMMON ELEMENTS OFF REC 21777-4422 13073 NW 42ND AVE 10 OPA LOCKA, FL 33054 0821290210100	JOSE GOMEZ TRS JOSE GOMEZ AND EULALIA O GOMEZ REVOCABLE TRUST 10490 NW 134 ST HIALEAH GARDENS, FL 33018 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 25 BLDG 11 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 25-11 OPA LOCKA, FL 33054 0821290090720	JOSE LUIS VERONA 12915 NW 10 AVE MIAMI, FL 33168 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 7 BLDG 9 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 7-9 OPA LOCKA, FL 33054 0821290090070	JUAN A INFANTE 210 FONTAINEBLEAU BLVD 510 MIAMI, FL 33172 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 24 BLDG 9 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 24-9 OPA LOCKA, FL 33054 0821290090230	JUAN JURADO &W YIDAH 233 WHISTLE WAY LOCUST GROVE, GA 30248 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 24 BLDG 11 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 24-11 OPA LOCKA, FL 33054 0821290090710	KADIR HOWARD MONTEAGUDO LISET CASTRO RODRIGUEZ 4050 NW 135 ST 24-11 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 16 BLDG 9 UNDIV 1.694% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 16-9 OPA LOCKA, FL 33054 0821290090150	LAURA E MEJIA 4050 NW 135 ST #16-9 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 5 BLDG 11 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 5-11	LAZARO VITOS JR 7610 STIRLING RD F202 DAVIE, FL 33024 USA

OPA LOCKA, FL 33054 0821290090530	
29 52 41 .65 AC E190.47FT OF W240.47FT OF N186.39FT OF NE1/4 LESS S51.89FT OF W208.42FT & S8FT OF E205.47FT OF W240.47FT OF SE1/4 OF SEC 20-52-41 4190 NW 135TH ST OPA LOCKA, FL 33054 0821290000100	LE JEUNE GAS & FOOD INC 4190 NW 135 ST OPA LOCKA, FL 33054 USA
29 52 41 .29 AC S75FT OF N209.5FT OF W240.47FT OF NW1/4 OF NE1/4 LESS W50FT & LESS N51.89FT OF E32.05FT LOT SIZE 12814 SQ FT 4180 NW 135TH ST OPA LOCKA, FL 33054 0821290000090	LE JEUNE GAS & FOOD INC 4190 NW 135 ST OPA LOCKA, FL 33054 USA
LEJEUNE INDUSTRIAL SITES PB 135-6 LOT 1 BLK 1 LOT SIZE 73367 SQ FT OR 19487-0036-38-40-43-46 0201 6 13101 NW 42ND AVE OPA LOCKA, FL 33054 0821290140010	LEJEUNE-DOUGLAS INDUSTRIAL PK LLC 13105 NW 42 AVE OPA LOCKA, FL 33054-4435 USA
LEJEUNE IND PARK PB 100-51 LOT 4 BLK 1 LOT SIZE 103400 SQ FT OR 19487-0036 0201 6 (3) 4140 NW 132ND ST OPA LOCKA, FL 33054 0821290070040	LEJEUNE-DOUGLAS INDUSTRIAL PK LLC 13105 NW 42 AVE OPA LOCKA, FL 33054-4435 USA
LEJEUNE IND PARK PB 100-51 LOT 3 BLK 1 LOT SIZE 103400 SQ FT OR 19487-0036 0201 6 (3) 4160 NW 132ND ST OPA LOCKA, FL 33054 0821290070030	LEJEUNE-DOUGLAS INDUSTRIAL PK LLC 13105 NW 42 AVE OPA LOCKA, FL 33054-4435 USA
LEJEUNE IND PARK PB 100-51 LOT 2 BLK 1 LOT SIZE 72850 SQ FT OR 19487-0036 0201 6 (3) 4162 NW 132ND ST OPA LOCKA, FL 33054 0821290070020	LEJEUNE-DOUGLAS INDUSTRIAL PK LLC 13105 NW 42 AVE OPA LOCKA, FL 33054-4435 USA
29-52-41 1.63 AC M/L BEG 1750FTN & 350 FTE OF CENTER OF SEC TH N457.33FT E155FT S457.58FT W155FT TO POB LOT SIZE 71003 SQ FT OR 19487-0036-38-40-43-46 0201 6 4165 NW 132ND ST OPA LOCKA, FL 33054 0821290000130	LEJEUNE-DOUGLAS INDUSTRIAL PK LLC 13105 NW 42 AVE OPA LOCKA, FL 33054-4435 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 3 BLDG 9 UNDIV 1.694% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 3-9 OPA LOCKA, FL 33054 0821290090030	LEONARDO YERO &W MARIA G 4050 NW 135 ST #3 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 7 BLDG 11 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 7-11 OPA LOCKA, FL 33054 0821290090550	LOIDA NAVARRO &H VLADIMIR MENDOZA 4050 NW 135 ST #7-11 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 6 BLDG 11 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755	LUIS MANUEL NICOLA LEOPOLDINA NICOLA

4050 NW 135TH ST 6-11 OPA LOCKA, FL 33054 0821290090540	7310 NW 5 ST MIAMI, FL 33126 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 14 BLDG 11 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 14-11 OPA LOCKA, FL 33054 0821290090610	MANUEL EMILIO CASTILLO MARTA V CASTILLO OBED CASTILLO 4050 NW 135 ST 14 11 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 20 BLDG 10 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 20-10 OPA LOCKA, FL 33054 0821290090430	MANUEL VARGAS EST OF 4050 NW 135 ST #20-10 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 6 BLDG 10 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 6-10 OPA LOCKA, FL 33054 0821290090300	MARIA GANNON 610 W LAS OLAS BLVD 1412 FORT LAUDERDALE, FL 33312 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 12 BLDG 10 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 12-10 OPA LOCKA, FL 33054 0821290090360	MARIA I MORERA 4050 NW 135 ST #12-10 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 19 BLDG 10 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 19-10 OPA LOCKA, FL 33054 0821290090420	MARIA J TORRALBAS 4050 NW 135 ST UNIT 19-10 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 25 BLDG 10 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R225755 4050 NW 135TH ST 25-10 OPA LOCKA, FL 33054 0821290090480	MARIA NIEVES LUGO 4050 NW 135 ST BLDG 10 UNIT 25 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 12 BLDG 9 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 12-9 OPA LOCKA, FL 33054 0821290090120	MARVELIS RODRIGUEZ 4050 NW 135 ST #12-9 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 23 BLDG 11 UNDIV 1.693% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 23-11 OPA LOCKA, FL 33054 0821290090700	MASTER EMPIRE LLC PO BOX 155 DANIA, FL 33004 USA
20 29 52 41 .26 AC BEG NE COR OF TR A OF PB 142-33 TH E76.41FT S150.48FT W76.41FT N150.48FT TO POB LOT SIZE 11462 SQ FT F/A/U 08-2129-000-0080 4130 NW 135TH ST	MAYA CENTER INC 4137 NW 135 ST OPA LOCKA, FL 33054 USA

OPA LOCKA, FL 33054
0821290000087

20 29 52 .263 AC BEG 76.41FTE OF NE COR OF TR A OF PB 142-33 TH CONT E76.41FT S150.48FT W76.41FT N150.48FT TO POB LOT SIZE 11462 SQ FT
4120 NW 135TH ST
OPA LOCKA, FL 33054
0821290000086

MAYA CENTER INC
4137 NW 135 ST
OPA LOCKA, FL 33054-4658 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 11 BLDG 10 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 11-10
OPA LOCKA, FL 33054
0821290090350

MAYLEN LEYVA
4050 NW 135 ST BLDG 10 UNIT 11
OPA LOCKA, FL 33054 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 20 BLDG 9 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 20-9
OPA LOCKA, FL 33054
0821290090190

MAYRE RODRIGUEZ
5430 W 7 CT
HIALEAH, FL 33012 USA

NORTH DADE COMMERCIAL PARK PB 126-29 LOT 6-7 & 8 BLK 1 LOT SIZE 69480 SQ FT OR 13722-3600 0688 1
13000 NW 42ND AVE
OPA LOCKA, FL 33054
0821290120060

MENDEZ BROTHERS LLC
13000 NW 42 AVE
OPA LOCKA, FL 33054 USA

INCOME GARDENS SEC 4 PB 31-8 LOTS 45 & 46 LESS E15FT BLK 207 LOT SIZE 5490 SQ FT COC 24544-3346 04 2006 1
13300 LE JEUNE RD
OPA LOCKA, FL 33054
0821200040100

MERJENVAL LLC
841 E 18 ST
HIALEAH, FL 33013 USA

29 52 41 PORT OF NE1/4 BEG 1750FTN & 505FTE OF CENTER OF SEC TH N457.58FT E455FT S458.28FT W455FT TO POB LOT SIZE 208121 SQ FT
4111 NW 132ND ST
OPA LOCKA, FL 33054
0821290000150

MIAMI CENTRAL TRADE PARK LLC
13449 NW 42 AVE
OPA LOCKA, FL 33054 USA

INCOME GARDENS SEC 4 PB 31-8 LOT 19 TO 22 INC BLK 208 LOT SIZE IRREGULAR
UNAVAILABLE
OPA LOCKA, FL 33054
0821200040150

MIAMI-DADE COUNTY
AVIATION DEPARTMENT - FINANCE
PO BOX 526624
MIAMI, FL 33152 USA

INCOME GARDENS SEC 4 PB 31-8 LOT 43 TO 45 INC BLK 208 LOT SIZE 9335 SQUARE FEET
UNAVAILABLE
OPA LOCKA, FL 33054
0821200040280

MIAMI-DADE COUNTY
AVIATION DEPARTMENT - FINANCE
PO BOX 526624
MIAMI, FL 33152 USA

INCOME GARDENS SEC 4 PB 31-8 LOTS 33 THRU 38 INC BLK 208 LOT SIZE 18920 SQUARE FEET
UNAVAILABLE
OPA LOCKA, FL 33054
0821200040180

MIAMI-DADE COUNTY
AVIATION DEPARTMENT - FINANCE
PO BOX 526624
MIAMI, FL 33152 USA

INCOME GARDENS SEC 4 PB 31-8 LOTS 39 THUR 42 INC BLK 208 LOT SIZE 12515 SQUARE FEET
UNAVAILABLE
OPA LOCKA, FL 33054

MIAMI-DADE COUNTY
AVIATION DEPARTMENT - FINANCE
PO BOX 526624

0821200040240	MIAMI, FL 33152 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 24 BLDG 10 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 24-10 OPA LOCKA, FL 33054 0821290090470	MICHAEL LUGO 4050 NW 135 ST 25 10 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 5 BLDG 10 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 5-10 OPA LOCKA, FL 33054 0821290090290	MIGUEL MARTINEZ GOMEZ 4050 NW 135 ST UNIT 5-10 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 22 BLDG 9 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 22-9 OPA LOCKA, FL 33054 0821290090210	MIRTILA TABORA 4050 NW 135 ST #22-9 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 1 BLDG 11 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 1-11 OPA LOCKA, FL 33054 0821290090490	MOISES VIDAL &W AURORA I 4050 NW 135 ST #1-11 OPA LOCKA, FL 33054-4634 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 22 BLDG 10 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 22-10 OPA LOCKA, FL 33054 0821290090450	NANCY ALBERNIS 4050 NW 135 ST UNIT 22-10 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 21 BLDG 11 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 21-11 OPA LOCKA, FL 33054 0821290090680	NESTOR F CHAVIANO 4050 NW 135 ST #21-11 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 9 BLDG 11 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 9-11 OPA LOCKA, FL 33054 0821290090570	OBED ARIAS CRISTINA SANCHEZ 4050 NW 135 ST #9 11 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 19 BLDG 9 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 19-9 OPA LOCKA, FL 33054 0821290090180	OBED ARIAS CHRISTINA SANCHEZ 4050 NW 135 ST 19 9 OPA LOCKA, FL 33054 USA
20 52 41 .69 AC BEG SW COR OF SE1/4 TH E ALG S/L OF SE1/4 185FT NE278FT W185FT TO W/L OF SE1/4 SW278FT TO POB LESS LEJEUNE RD & S78FT LOT SIZE 30000 SQ FT 13505 LE JEUNE RD OPA LOCKA, FL 33054 0821200000020	OPA LOCKA CORP 4591 NW 9 ST STE 32A MIAMI, FL 33126-2324 USA

20-52-41 1.31 AC E205.47FT OF W240.47FT OF SW1/4 OF SW1/4 OF SE1/4 LYING S OF OPA LOCKA CANAL LESS W185FT OF S 278FT THEREOF LOT SIZE 96703 SQUARE FEET 4175 NW 135TH ST OPA LOCKA, FL 33054 0821200000021	OPA LOCKA CORP 4591 NW 9 ST STE 32A MIAMI, FL 33126-2324 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 18 BLDG 10 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 18-10 OPA LOCKA, FL 33054 0821290090410	ORQUIDEA LARA 4050 NW 135 ST 18 10 OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 17 BLDG 9 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 17-9 OPA LOCKA, FL 33054 0821290090160	RAFAEL RODRIGUEZ 1301 NW 174 ST MIAMI, FL 33169 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 16 BLDG 10 UNDIV 1.693% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 16-10 OPA LOCKA, FL 33054 0821290090390	RAMONA CASTILLO 4050 NW 135 ST #16-10 OPA LOCKA, FL 33054-4622 USA
LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 7 UNDIV 8.43% INT IN COMMON ELEMENTS OFF REC 21777-4422 13067 NW 42ND AVE 7 OPA LOCKA, FL 33054 0821290210070	RENE J LEONARD II 10788 SW 75 TER MIAMI, FL 33173 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 15 BLDG 9 UNDIV 1.520% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 15-9 OPA LOCKA, FL 33054 0821290090140	RICARDO MOISES VALDES PEREZ LE REM NOEL HERNANDEZ 4050 NW 135 ST BLDG 9 APT 15 OPA LOCKA, FL 33054 USA
AVANTI PB 142-33 T-17646 TR A LOT SIZE 5.72 AC M/L F/A/U 08-2129-000-0083 & 0160 13449 NW 42ND AVE OPA LOCKA, FL 33054 0821290160010	**RND HEADQUARTERS LLC 13449 NW 42 AVE OPA LOCKA, FL 33054 USA**
INCOME GARDENS SEC 4 PB 31-8 E40.92FT OF LOT 22 LESS S300.70F & LESS N171.63FT & S5FT LOT 29 & ALL LOTS 30 THRU 34 BLK 207 LOT SIZE 21352 SQ FT OR 15591-0312 0792 5 UNAVAILABLE OPA LOCKA, FL 33054 0821200040060	RND HEADQUARTERS LLC 13449 NW 42 AVE OPA LOCKA, FL 33054 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 10 BLDG 9 UNDIV 1.694% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 10-9 OPA LOCKA, FL 33054 0821290090100	ROSHAN DAMODARAN SAFIN KASTURI 5709 WILMINGTON CT RICHARDSON, TX 75082 USA
LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 3 UNDIV 8.43% INT IN COMMON ELEMENTS OFF REC	ROYAL SECURITY ARMORED RENT CORP

21777-4422 13059 NW 42ND AVE 3 OPA LOCKA, FL 33054 0821290210030	16192 COASTAL HWY LEWES, DE 19958 USA
LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 4 UNDIV 8.43% INT IN COMMON ELEMENTS OFF REC 21777-4422 13061 NW 42ND AVE 4 OPA LOCKA, FL 33054 0821290210040	ROYAL SECURITY ARMORED RENT CORP 16192 COASTAL HWY LEWES, DE 19958 USA
LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO UNIT 5 UNDIV 8.43% INT IN COMMON ELEMENTS OFF REC 21777-4422 13063 NW 42ND AVE 5 OPA LOCKA, FL 33054 0821290210050	ROYAL SECURITY ARMORED RENT CORP 16192 COASTAL HWY LEWES, DE 19958 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 4 BLDG 11 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 4-11 OPA LOCKA, FL 33054 0821290090520	RY 1 INVESTMENTS LLC 4050 NW 135 ST 4-11 OPA LOCKA, FL 33054 USA
INCOME GARDENS SEC 4 PB 31-8 E40.92FT OF LOT 22 LESS S430.7FT & ALL LOTS 23 THRU 28 & N20FT OF LOT 29 & 30FT EASEMENT LYG N & ADJ THEREOF BLK 207 LOT SIZE 33337 SQUARE FEET 4200 NW 135TH ST OPA LOCKA, FL 33054 0821200040050	SUNSHINE REAL ESTATE HOLDINGS LLLP 1650 NW 87 AVE MIAMI, FL 33172 USA
NORTH DADE COMMERCIAL PARK PB 126-29 LOT 1 BLK 1 LOT SIZE 28368 SQ FT M/L OR 18291-4820 0998 4 COC 26234-2681 11 2007 5 13290 NW 42ND AVE OPA LOCKA, FL 33054 0821290120010	TCCI OPA LOCKA LLC 4300 BISCAYNE BLVD 207 MIAMI, FL 33137 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 8 BLDG 11 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755 4050 NW 135TH ST 8-11 OPA LOCKA, FL 33054 0821290090560	TERESA HIRLAND 4050 NW 135 ST #8-11 OPA LOCKA, FL 33054-4622 USA
VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 8 BLDG 9 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R225755 4050 NW 135TH ST 8-9 OPA LOCKA, FL 33054 0821290090080	VICTORIA H ENGLISH 4050 NW 135 ST #8-9 OPA LOCKA, FL 33054-4622 USA
29 52 41 1.00 AC M/L BEG 168.60FTW & 35FTS OF NE COR OF SEC TH 171.79FTW N85 DEG W78.41FT S179.73FT E250FT N173FT TO POB N/A/AS REC/AREA FOR VILLA BISCAYA JARINES CONDO UNAVAILABLE OPA LOCKA, FL 33054 0821290000081	VILLA BISCAYA JARDINES CONDO PHASE 2 INC 1431 NW 87 WAY PEMBROKE PINES, FL 33024 USA
20 29 52 41 .306 AC M/L BEG 1898.80FTW & 35FTS OF NE COR OF SEC 29 CONT W21.59FT S413.57FT E40.79FT N232FT W18.94FT N179.72FT TO POB F/A/U 08-2129-000-0080	VILLA BISCAYA JARDINES CONDO PH II INC

UNAVAILABLE
OPA LOCKA, FL 33054
0821290000085

1431 NW 87 WAY
PEMBROKE PINES, FL 33024 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 9 BLDG 9 UNDIV 1.300% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 9-9
OPA LOCKA, FL 33054
0821290090090

VIRGENMINA CRUZ
4050 NW 135 ST #9-9
OPA LOCKA, FL 33054-4640 USA

VILLA BISCAYA JARDINES CONDO PHASE 2 UNIT 19 BLDG 11 UNDIV 1.000% INT IN COMMON ELEMENTS CLERKS FILE 74R-225755
4050 NW 135TH ST 19-11
OPA LOCKA, FL 33054
0821290090660

YAMILE PEREZ
JULIO ROMEU
4050 NW 135 ST 19 11
OPA LOCKA, FL 33054 USA

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ARTICLES OF ORGANIZATION
FOR
RND HEADQUARTERS, LLC
(A Florida limited liability company)

ARTICLE I – NAME

The name of this limited liability company shall be: **RND HEADQUARTERS, LLC**

ARTICLE II - DURATION

The period of duration for the limited liability company shall commence on the date on which these Articles of Organization are filed with the Department of State of the State of Florida, and shall be perpetual.

ARTICLE III - PURPOSE

The limited liability company is formed to engage in any lawful act or activity for which limited liability companies may be organized under the Florida Limited Liability Act (Section 608.401, et seq., Florida Statutes).

ARTICLE IV - MAILING ADDRESS

The mailing address of the principal office of this limited liability company shall be 4700 N.W. 132nd Street, Miami, Florida 33054.

ARTICLE V - MANAGEMENT

The management of this limited liability company is reserved to the managing member. The managing member of this limited liability company is:

Daniel S. Whitebook, MGMB
4700 N.W. 132nd Street
Miami, Florida 33054

ARTICLE VI - REGISTERED AGENT

The Registered Agent for service of process on this limited liability company shall be Myriam K. Louis, Esquire, Smoler, Lerman, Bente & Whitebook, P.A., 2611 Hollywood Boulevard, Hollywood, Florida 33020.

08 JUN 30 AM 9:57

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IN WITNESS WHEREOF, in accordance with section 608.408(3), Florida Statutes, the undersigned hereby affirms that the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true and have executed this instrument as of this 30th day of July, 2008.

Myriam K. Louis, Authorized Representative
of Managing Member

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

By:
Myriam K. Louis, Esquire
Registered Agent

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Detail by Entity Name

Florida Limited Liability Company
RND HEADQUARTERS, LLC

Filing Information

Document Number	L08000073133
FEI/EIN Number	26-3160194
Date Filed	07/30/2008
State	FL
Status	ACTIVE

Principal Address

13449 N. W. 42ND AVENUE
OPA LOCKA, FL 33054

Changed: 01/11/2010

Mailing Address

13449 N. W. 42ND AVENUE
OPA LOCKA, FL 33054

Changed: 01/11/2010

Registered Agent Name & Address

LOUIS, MYRIAM KESQ
2611 HOLLYWOOD BLVD
HOLLYWOOD, FL 33020

Authorized Person(s) Detail

Name & Address

Title MGRM

WHITEBOOK, DANIEL S
13449 N. W. 42ND AVENUE
OPA LOCKA, FL 33054

Annual Reports

Report Year	Filed Date
2022	03/18/2022
2023	03/30/2023
2024	04/17/2024

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Florida Department of State, Division of Corporations

Sec. 22-60. Conditional Use and Special Exception Applications

The purpose of a conditional use is to allow uses not permitted by right but which may provide for an individual or community-serving need and which, subject to conditions, would not negatively impact the integrity of the zoning district. Special Exception uses are permitted in a zoning district but only after public hearing. Conditional Uses and Special Exceptions may be approved by the City Commission after recommendation from the Planning Council as further provided for in this Article.

A. General Criteria. Applications for a Conditional Use or Special Exception may require the submission of a site plan in accordance with the provisions of this Chapter. No certificate(s) of occupancy shall be issued for any use unless said use has been approved by the Department. An application for a Conditional Use or Special Exception shall be made to the Department prior to an application for a building permit and will only be accepted if all other ordinances and provisions of the City have been complied with. Except as may otherwise be required by law or administrative procedures, all required county, regional, state, or federal agency approvals shall be obtained prior to the approval of an application.

B. Approval Criteria. The Planning Council and City Commission shall use the following criteria in making their decision regarding approval or disapproval of a Conditional Use or Special Exception application:

1. Compliance with the City's Comprehensive Plan.
2. Consistent with the "character and purpose" of the zoning district.
3. The size, shape and character of the property are suited for the proposed use.
4. Compatibility with the existing uses near the property.
5. Will not adversely affect the development of the general neighborhood or district.
6. Will not generate vehicular traffic or create vehicular circulation or ingress/egress problems or parking demands that have an unfavorable impact on surrounding properties when compared with uses permitted by right in the same district.

7. Potential for fire and/or other equally or greater dangerous hazards.

8. Create an unfavorable environment impacts on surrounding uses (e.g. noise, glare, smoke, dust, odor, fumes, water pollution, or general nuisance).

9. Consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property.

10. Site is adequately served by essential public services and facilities not requiring additional public expense in infrastructure improvements.

11. Will not adversely affect any site or feature of historical, cultural, natural or scenic importance.

12. Will not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicitly findings regarding the way in which granting the special exception would be contrary to the public health, safety and welfare.

C. Application. Any application for a Conditional Use or Special Exception shall include the following information, if determined by the Director to be applicable:

1. The location and size of the site, including its legal description and a current certified survey.
2. The recorded ownership interests including liens and encumbrances and the nature of the developer's interest if the developer is not the owner.
3. The relationship of the site to existing development in the area including streets, utilities, residential and commercial development, and physical features of the land including pertinent ecological structures.
4. The density or intensity of land use to be allocated, all parts of the site to be developed, together with tabulations by acreage and percentage thereof.

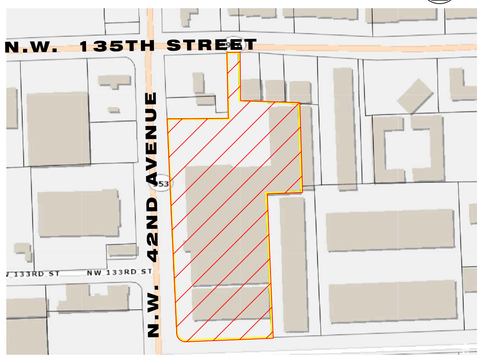
5. The location, size, and character of any open space, common or otherwise.
6. The use and the number of stories and height, bulk, and location of all buildings and other structures.
7. The requirements as set forth in this Chapter and other Chapters, including the necessary documentation for providing required improvements such as streets, water supply, storm drainage, parking, landscaping, and sewage collection as well as the provisions for all other appropriate public and private services such as police or security protection, fire protection, and refuse collection.
8. The substance of covenants, grants of easements, or other restrictions proposed to be imposed upon the use of the land, buildings, and structures including proposed easements or grants for public utilities.
9. Any additional data, plans, or specifications which the applicant believes is pertinent and will assist in clarifying his application.
10. A demonstration that the proposed conditional use does not degrade adopted levels of service in the City.

D. Planning Council Recommendation. The Department's written recommendations shall be transmitted to the Planning Council and a public hearing shall be conducted. The Planning Council shall make a recommendation to the City Commission for approval, denial or approval subject to conditions.

E. City Commission Approval. The Department's written recommendations along with the recommendations of the Planning Council shall be transmitted to the City Commission and a public hearing shall be conducted before the Commission, who shall deny; approve; or approve the use subject to conditions. Violation of the conditions and safeguards, when made a part of the terms under which the Conditional Use is granted, shall be deemed a violation of this Chapter.

BOUNDARY SURVEY

LOCATION SCKETCH:
NOT TO SCALE



NORTH
SCALE: 1"=30'

LEGEND

ABBREVIATIONS:

A = ARC DISTANCE
A/C = AIR CONDITIONER PAD
BCR =BROWARD COUNTY RECORDS
BLDG= BUILDING
BM = BENCH MARK
BOB = BASIS OF BEARINGS
CBS = CONCRETE BLOCK & STUCCO
(C) = CALCULATED
CB = CATCH BASIN
CHB = CHORD BEARING
C&G = CURB & GUTTER
CLF = CHAIN LINK FENCE
COL = COLUMN
CONC = CONCRETE
DE = DRAINAGE EASEMENT
DME = DRAINAGE & MAINTENANCE EASEMENT
D/W = DRIVE-WAY
EB = ELECTRIC BOX
ENC = ENCROACHMENT
EP = EDGE OF PAVEMENT
EW = EDGE OF WATER
FDH = FOUND DRILL HOLE
FF = FINISHED FLOOR ELEVATION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FN = FOUND NAIL (NO ID)
FND = FOUND NAIL & DISK
FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
LE = LANDSCAPE EASEMENT
LME = LAKE MAINTENANCE EASEMENT
(M) = MEASURED
MDCR=MIAMI-DADE COUNTY RECORDS
MH =MAN HOLE
ML = MONUMENT LINE
ORB = OFFICIAL RECORDS BOOK
O/S = OFF-SET
(P) = PLAT
PBC = PALM BEACH COUNTY
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PE = POOL EQUIPMENT PAD
PG = PAGE
PI = POINT OF INTERSECTION
PK = PARKER KAELON (SURVEY NAIL)
PL = PLANTER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
R = RADIUS DISTANCE
(R) = RECORD
R/W = RIGHT OF WAY
RES. = RESIDENCE
SIP = SET IRON PIPE
SND = SET NAIL & DISK (PK)
STL = SURVEY TIE LINE
SWK = SIDEWALK
(TYP)= TYPICAL
UB = UTILITY BOX
UE = UTILITY EASEMENT
W/F = WOOD FENCE
WMDE = WALL MAINTENANCE DRAINAGE EASEMENT

SYMBOLS:

= HAND HOLE
= ELECTRIC BOX
= TELEPHONE RISER
= CABLE TV RISER
= WATER METER
= WATER VALVE
= CURB INLET
= FIRE HYDRANT
= LIGHT POLE
= DRAIN
= VALVE
= GAS VALVE
= OVERHEAD UTILITY WIRE
= LIMITED ACCESS RIGHT-OF-WAY LINE
= BOUNDARY LINE
x 0.00 = ELEVATION
= BACKFLOW PREVENTER
= BOLLARDS
(00') = ORIGINAL LOT DISTANCE
Δ = CENTRAL ANGLE
℄ = CENTER LINE
= CATCH BASIN
= UTILITY POLE
= CONC. POLE
= DRAINAGE MANHOLE
= SEWER MANHOLE
= COMMUNICATION MANHOLE
= FPL MANHOLE
= SIGN
= ANCHOR
= GUARD RAIL
= POST & WIRE FENCE
= WOOD FENCE
= CHAIN LINK FENCE

SURFACE:

ASPHALT | CONCRETE | PAVERS | BUILDING | TILES | WOOD | COVER

BENCHMARK REFERENCE:

NAME: N-560
ELEV(NGVD29): 6.17

LOCATION1: NW 135 ST --- 640' NORTH OF C/L
LOCATION2: NW 42 AVE --- 34.2' EAST OF C/L
LOCATION3: OPA-LOCKA CANAL --- 21.5' NORTH OF C/L OF CANAL.
DESCRIPTION1: PK NAIL AND BRASS WASHER IN FLOW LINE OF CONC CURB AND GUTTER.

FLOOD ZONE INFORMATION:

BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY REVISED ON 09/11/09 AND INDEX MAP REVISED ON 09/11/09 THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE AH BASE FLOOD ELEVATION 8' COMMUNITY NAME & NUMBER CITY OF OPA-LOCKA 120657 MAP & PANEL NUMBER 12086C0119 SUFFIX L

PROPERTY ADDRESS:

13449 NW 42ND AVENUE OPA-LOCKA, FL, 33054
FOLIO # 08-2129-016-0010

LEGAL DESCRIPTION:

TRACK A, OF " AVANTI ", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 142, PAGE 33, OF THE PUBLIC RECORDS OF CITY OF OPA-LOCKA LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

DATE OF SURVEY : 03/09/2023

CERTIFIED TO:
RND HEADQUARTERS LLC

JOB NUMBER: # 23266

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. IMPROVEMENTS SHOWN HAVE BEEN MEASURED TO THE NEAREST 10TH OF A FOOT. TIES SHOWN HAVE BEEN MEASURED TO THE NEAREST 100TH OF A FOOT.
7. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB# 7104.
8. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY CLIENT OR ITS REPRESENTATIVE.
9. FENCE OWNERSHIP NOT DETERMINED.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON MIAMI-DADE TOWNSHIP MAP, THE THE CENTERLINE OF 222nd AVENUE(EAST LINE OF SW 1/4 OF SEC. 32-56-38) BEARS N 01°03'44" W.

VIZCAYA SURVEYING & MAPPING, INC.

13217 S.W. 46th LANE
MIAMI, FLORIDA 33175

PHONE: (305) 223-6060
E-Mail. RVIZCAYA.13@GMAIL.COM LB.# 8000

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY: THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION,
AND THAT THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ARTURO R. TOIRAC P.L.S. 03/08/2023
PROFESSIONAL SURVEYOR AND MAPPER # 3102

SURVEYOR'S SEAL

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LISTENED SURVEYOR AND MAPPER.

F.S. 790.25(3)

(3) CONSTRUCTION.—This act shall be liberally construed to carry out the declaration of policy herein and in favor of the constitutional right to keep and bear arms for lawful purposes. This act is supplemental and additional to existing rights to bear arms now guaranteed by law and decisions of the courts of Florida, and nothing herein shall impair or diminish any of such rights. This act shall supersede any law, ordinance, or regulation in conflict herewith.

F.S. 790.33

790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void.

(2) POLICY AND INTENT.—

(a) It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.

(b) It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

(3) PROHIBITIONS; PENALTIES.—

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or causing to be enforced any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field shall be liable as set forth herein.

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. It is no defense

that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.

(c) If the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination of employment or contract or removal from office by the Governor.

(f)1. A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy, whether written or unwritten, promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

a. Reasonable attorney fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

b. The actual damages incurred, but not more than $100,000.

2. If after the filing of a complaint a defendant voluntarily changes the ordinance, regulation, measure, directive, rule, enactment, order, or policy, written or unwritten, promulgated or caused to be enforced in violation of this section, with or without court action, the plaintiff is considered a prevailing plaintiff for purposes of this section.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

(4) EXCEPTIONS.—This section does not prohibit:

(a) Zoning ordinances that encompass firearms businesses along with other businesses, except that zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited;

(b) A duly organized law enforcement agency from enacting and enforcing regulations pertaining to firearms, ammunition, or firearm accessories issued to or used by peace officers in the course of their official duties;

(c) Except as provided in s. 790.251, any entity subject to the prohibitions of this section from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee's official duties;

(d) A court or administrative law judge from hearing and resolving any case or controversy or issuing any opinion or order on a matter within the jurisdiction of that court or judge; or

(e) The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the commission.

(5) SHORT TITLE.—As created by chapter 87-23, Laws of Florida, this section may be cited as the "Joe Carlucci Uniform Firearms Act."

A bill to be entitled

An act relating to the regulation of firearms and ammunition; amending s. 790.33, F.S.; clarifying and reorganizing provisions that preempt to the state the entire field of regulation of firearms; prohibiting the knowing and willful violation of the Legislature's occupation of the whole field of regulation of firearms and ammunition by the enactment or causation of enforcement of any local ordinance or administrative rule or regulation; providing additional intent of the section; eliminating provisions authorizing counties to adopt an ordinance requiring a waiting period between the purchase and delivery of a handgun; providing injunctive relief from the enforcement of an invalid ordinance, regulation, or rule; providing a civil penalty for knowing and willful violation of prohibitions; providing that public funds may not be used to defend or reimburse the unlawful conduct of any person charged with a knowing and willful violation of the act; providing for termination of employment or contract or removal from office of a person acting in an official capacity who knowingly and willfully violates any provision of the act; providing for declaratory and injunctive relief for specified persons or organizations; providing for specified damages and interest; providing exceptions to prohibitions of the section; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

CODING: Words stricken are deletions; words underlined are additions.

Section 1. Section 790.33, Florida Statutes, is amended to read:

790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void. ~~This subsection shall not affect zoning ordinances which encompass firearms businesses along with other businesses. Zoning ordinances which are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited.~~

~~(2) LIMITED EXCEPTION; COUNTY WAITING-PERIOD ORDINANCES.—~~

~~(a) Any county may have the option to adopt a waiting-period ordinance requiring a waiting period of up to, but not to exceed, 3 working days between the purchase and delivery of a handgun. For purposes of this subsection, "purchase" means payment of deposit, payment in full, or notification of intent~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~to purchase. Adoption of a waiting-period ordinance, by any county, shall require a majority vote of the county commission on votes on waiting-period ordinances. This exception is limited solely to individual counties and is limited to the provisions and restrictions contained in this subsection.~~

~~(b) Ordinances authorized by this subsection shall apply to all sales of handguns to individuals by a retail establishment except those sales to individuals exempted in this subsection. For purposes of this subsection, "retail establishment" means a gun shop, sporting goods store, pawn shop, hardware store, department store, discount store, bait or tackle shop, or any other store or shop that offers handguns for walk-in retail sale but does not include gun collectors shows or exhibits, or gun shows.~~

~~(c) Ordinances authorized by this subsection shall not require any reporting or notification to any source outside the retail establishment, but records of handgun sales must be available for inspection, during normal business hours, by any law enforcement agency as defined in s. 934.02.~~

~~(d) The following shall be exempt from any waiting period:~~

~~1. Individuals who are licensed to carry concealed firearms under the provisions of s. 790.06 or who are licensed to carry concealed firearms under any other provision of state law and who show a valid license;~~

~~2. Individuals who already lawfully own another firearm and who show a sales receipt for another firearm; who are known to own another firearm through a prior purchase from the retail establishment; or who have another firearm for trade-in;~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~3. A law enforcement or correctional officer as defined in s. 943.10;~~

~~4. A law enforcement agency as defined in s. 934.02;~~

~~5. Sales or transactions between dealers or between distributors or between dealers and distributors who have current federal firearms licenses; or~~

~~6. Any individual who has been threatened or whose family has been threatened with death or bodily injury, provided the individual may lawfully possess a firearm and provided such threat has been duly reported to local law enforcement.~~

(2)~~(3)~~ POLICY AND INTENT.—

(a) It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.

(b) It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

(3) PROHIBITIONS; PENALTIES.—

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or causing to be enforced any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field shall be liable as set forth herein.

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. It is no defense that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.

(c) If the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination

of employment or contract or removal from office by the Governor.

(f) A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

1. Reasonable attorney's fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

2. The actual damages incurred, but not more than $100,000.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

(4) EXCEPTIONS.—This section does not prohibit:

(a) Zoning ordinances that encompass firearms businesses along with other businesses, except that zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited;

(b) A duly organized law enforcement agency from enacting and enforcing regulations pertaining to firearms, ammunition, or

firearm accessories issued to or used by peace officers in the course of their official duties;

(c) Except as provided in s. 790.251, any entity subject to the prohibitions of this section from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee's official duties;

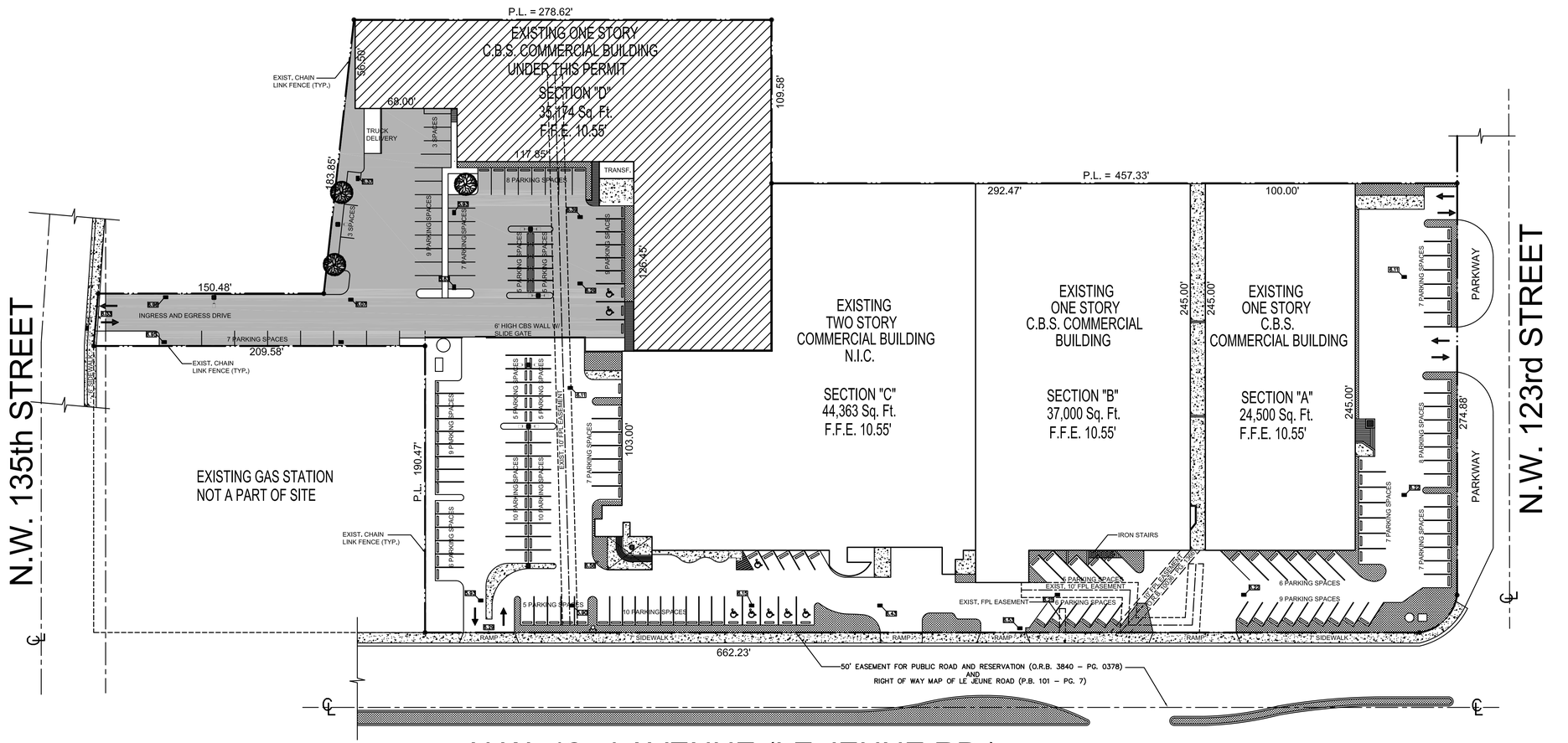
(d) A court or administrative law judge from hearing and resolving any case or controversy or issuing any opinion or order on a matter within the jurisdiction of that court or judge; or

(e) The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the commission.

(5) ~~(b)~~ SHORT TITLE.—As created by chapter 87-23, Laws of Florida, this section ~~shall be known and~~ may be cited as the "Joe Carlucci Uniform Firearms Act."

Section 2. This act shall take effect October 1, 2011.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.



SITE PLAN

SCALE 1" = 40'

NORTH

TM DESIGN ASSOCIATES P.A.

ARCHITECTURE ◆ CONSTRUCTION ◆ MANAGEMENT

7800 WEST 20th AVENUE, SUITE #219 · PHONE (305) 557-3400 · HIALEAH, FLORIDA 33016

APC CERTIFICATE NO. AA26001381

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OWNER/CONTRACTOR SHALL SUBMIT THREE (3) COPIES OF ALL DETAILED SHOP DRAWINGS TO THIS OFFICE FOR REVIEW DRAWINGS NOT TO BE SCALED—USE WRITTEN DIMENSIONS ONLY. NO DEVIATIONS TO BE MADE FROM THESE PLANS WITHOUT ARCHITECTS WRITTEN PERMISSION

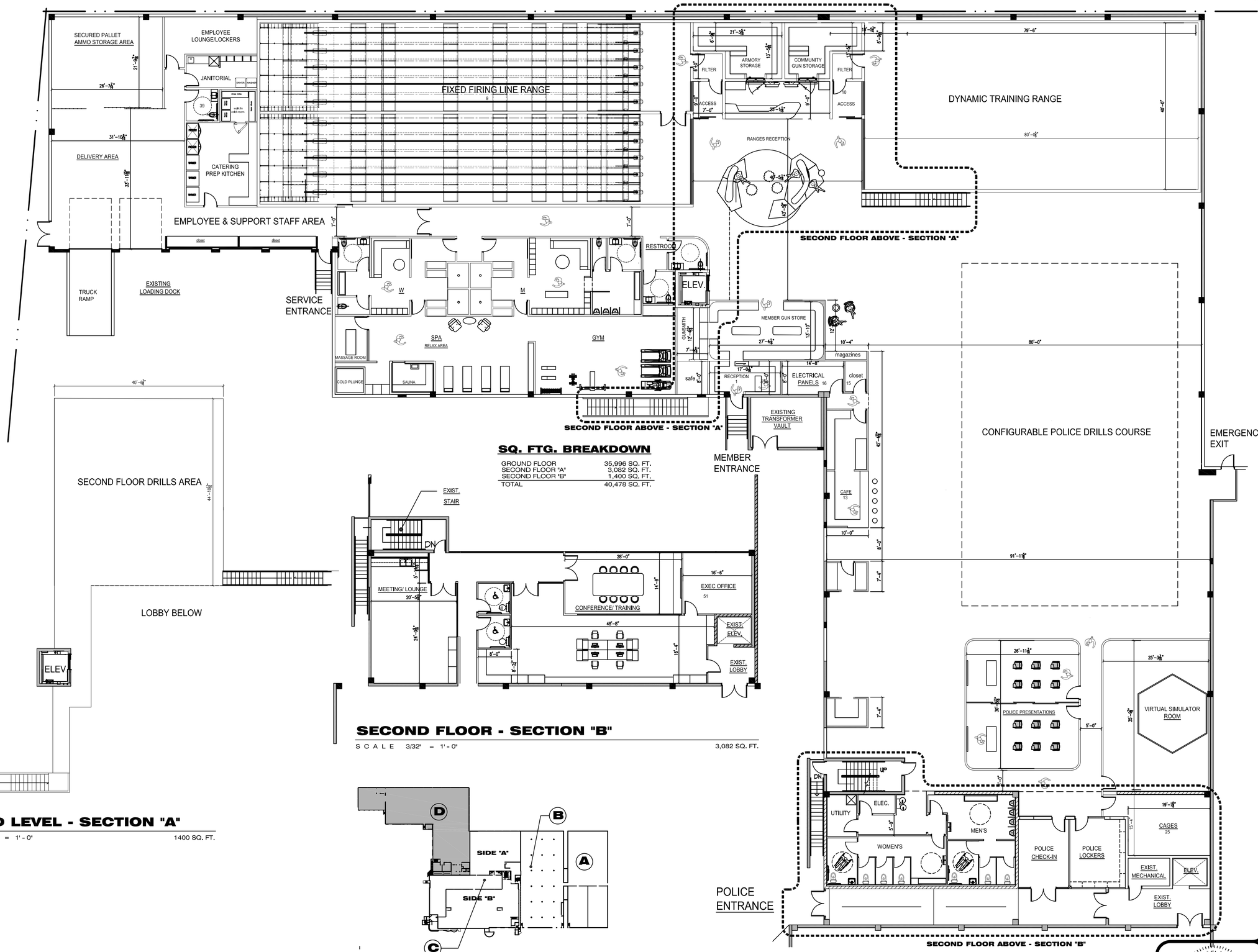
PROJECT NAME:
PROPOSED INTERIOR REMODELING FOR:
THE ARMORY LLC
13449 NW 42 AVENUE
OPA LOCKA, FL

DRAWN BY:
DATE:
REVISIONS:
contact email: marc@scavuzzoassociates.com

STATE OF FLORIDA
M. A. SCAVUZZO
No. 004956
LICENSED PROFESSIONAL ARCHITECT

Sheet No.
A-1.0

COMMISSION NUMBER
E-06-21



SQ. FTG. BREAKDOWN

GROUND FLOOR	35,996 SQ. FT.
SECOND FLOOR "A"	3,082 SQ. FT.
SECOND FLOOR "B"	1,400 SQ. FT.
TOTAL	40,478 SQ. FT.

SECOND FLOOR - SECTION "B"

SCALE 3/32" = 1'-0" 3,082 SQ. FT.

SECOND LEVEL - SECTION "A"

SCALE 3/32" = 1'-0" 1400 SQ. FT.

KEY PLAN

N.T.S.

PROPOSED FLOOR PLAN - SECTION "D"

SCALE 3/32" = 1'-0" 35,996 SQ. FT.

TM DESIGN ASSOCIATES P.A.
ARCHITECTURE ◆ CONSTRUCTION ◆ MANAGEMENT
7600 WEST 20th AVENUE, SUITE #219 · PHONE (305) 557-3400 · HIALEAH, FLORIDA 33016
APC CERTIFICATE NO. AA26001381

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PROJECT NAME:
PROPOSED INTERIOR REMODELING FOR:
THE ARMORY LLC
13449 NW 42 AVENUE
OPA LOCKA, FL

DRAWN BY:
DATE:
REVISIONS:
contact email: marc@scavuzzoassociates.com

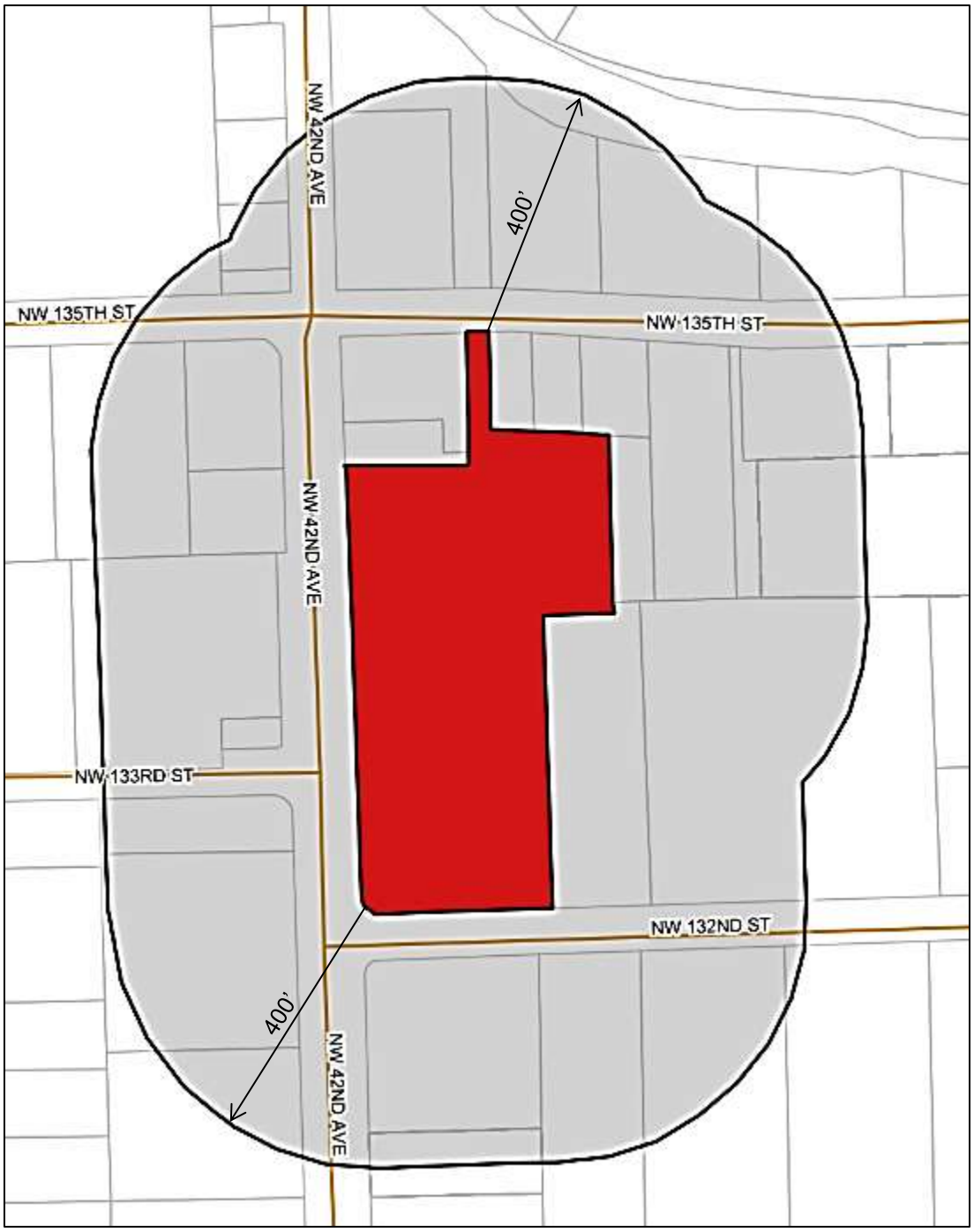
STATE OF FLORIDA
M. A. SCAVUZZO
No. 004956
LICENSED PROFESSIONAL ARCHITECT

Sheet No.
A-2.0

COMMISSION NUMBER
E-06-21

rdr miami | public hearing notification services
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

400' RADIUS MAP (N.T.S.)



SUBJECT: 13449 NW 42 Avenue, Opa-Locka, FL 33054
FOLIO NUMBER: 08-2129-016-0010

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored by: City Manager

ORDINANCE NO. 24-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2023-2024 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 23-16 (re-adopted by Ordinance 2024-04) and amended by Ordinances 2023-23, 2024-05, 2024-12 and 2024-13; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

WHEREAS, the City Commission desires to amend its 2023-2024 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2023, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2023-2024, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2023-2024.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2023, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2023, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, in the

appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this_____ day of _____, 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)

Docusign Envelope ID: F5C3613C-74EC-41FE-9751-DAD131D3CE14

City of Opa-locka
Agenda Cover Memo

Department Director:	Robert Anathan			**Department Director Signature:**	ROBERT ANATHAN DocuSigned by:			
City Manager:	Darvin Williams			**CM Signature:**	C46C07C1E8DE492...			
Commission Meeting Date:	Sept. 11, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
					X			
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					x			
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X		**X**	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* See Attachments		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X						
Sponsor Name	City Manager		**Department:** City Manager's Office		City Manager			

Short Title:

FY 24 Budget Amendment #5 – First Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 24 Budget Amendment #5 on first hearing.

History: The City Commission adopted the City FY 24 Budget on September 27, 2023 (Ordinance 2023-15) which was approved by the State. This budget was composed of $70.9 million of expenditures and $24.1 million of funding being transferred between various Funds, resulting in a total budget of $95.0 million.

On November 8, 2023 the City Commission approved Budget Amendment #1with Ordinance 2023-23. The primary function of this budget amendment was to move projects not completed in FY 23 into FY 24. This budget amendment added $5,077,317 of additional expenditures, primarily CIP projects being moved into FY 24. Interfund Transfers were also increased by $3,986,297, reflecting the transfer of funds from Operating Funds to the CIP Funds to complete these projects.

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On February 28, 2024, the Commission approved Budget Amendment #2 which increased expenditures by $150,115 while reducing Interfund Transfers by $1,333,621. The larger items included Burling Canal ($639,255), completion of the new Police Station ($225,500), an HE Consultant ($140,000) and the removal of two underground tanks ($102,000). Saving of $1,270,395 the use of $235,000 of Continency offset most of the new expenditures.

On April 10, 2024, the Commission approved Budget Amendment #3 which increased expenditures by $498,000 offset by $450,000 in additional revenue and $48,000 of available fund balance from Special Law Enforcement Fund. The biggest increase in expense was for Police Off Duty Service - $300,000 (paid through the City payroll due to IRS requirements) offset by payments made by the external parties requesting their services. The second biggest expenditure ($150,000) was for outdoors security cameras for areas of the City within the CRA to be monitored by the Police Department and funded by a donation from the CRA.

On July 10, 2024, Budget Amendment #4 was approved which increased expenditures by $2,466,6000 offset by ($3,934,481) in savings for a net expense/(savings) of ($1,467,881). The largest expenses are as follows: Historic City Hall additional repairs of $560,000; replacing the 135th Water Main $500,000; New Water-Sewer Debt schedule $330,000; Main Line relocation near Sesame $313,775. Many expenses were offset by a $1,251,483 in savings from Commerce North Stormwater Project which is being deferred until FY 25.

Current Activity: The current budget amendment includes 10 line items presented at the first hearing. The key factors influencing this amendment are the Water-Sewer Fund, Police Overtime, and the Gateways project. Major expenses include: $50,000 for purchasing water, $50,000 for police overtime, $45,000 for the Gateways project, and $20,000 for Sewer Contracted Services for Pumpstation 2. As outlined below, total expenditures, result in a net of $62,000, which is balanced by $62,000 in interest revenue, ensuring no impact on Fund Balance.

Financial Impact: This budget amendment Citywide can be summarized financially as follows:

Funding

Revenue / Loans / Grants	$	62,000
Use Of Fund Balance		-
Total Funding – Excluding Transfers-In	$	62,000
Transfers-In		-
Total Funding	$	61,999

Expenditure

Expenditure – Excluding Transfers-Out	$	62,000
Transfers-Out	$	-
Total Expenditure	$	62,000

Additional details on the financial impact are provided in the attachments, Summary By Fund and Detail By Line Item, which contain accounting information for the State review which is a highly detailed accounting version of what is presented in the Overview and Summary by Line-Item attachments.

Docusign Envelope ID: F5C3613C-74EC-41FE-9751-DAD131D3CE14

Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on first hearing.

Attachment:

1. Budget Amendment Overview
2. Budget Amendment Summary By Line Item
3. Budget Amendment Summary By Fund
4. Budget Amendment Detail By Line Item
5. Ordinance

FY 24 Budget Amendment #5 - Summary By Fund - First Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
Budget Thru Amendment #3				
Funding				
Revenue/Loans	35,799,702	19,040,073	300,000	55,139,775
Use Of / (Add To) Fund Bal	11,879,550	1,257,209	6,752,539	19,889,298
Total Funding Ex Trans-In	47,679,252	20,297,282	7,052,539	75,029,073
Transfer-in	18,059,800	7,299,856	-	25,359,656
Total Funding	65,739,052	27,597,138	7,052,539	100,388,729
Expenditure				
Expenditure - Ex Trans-Out	49,748,330	25,014,978	265,764	75,029,072
Transfer-Out	15,990,722	2,582,159	6,786,778	25,359,659
Total Expenditure	65,739,052	27,597,137	7,052,542	100,388,731
Amendment #4				
Funding				
Revenue/Loans	-	62,000	-	62,000
Use Of / (Add To) Fund Bal	-	-	-	-
Total Funding Ex Trans-In	-	62,000	-	62,000
Transfer-in	-	-	-	-
Total Funding	-	62,000	-	62,000
Expenditure				
Expenditure - Ex Trans-Out	-	62,000	-	62,000
Transfer-Out	-	-	-	-
Total Expenditure	-	62,000	-	62,000
Budget Thru Amendment #4				
Funding				
Revenue/Loans	35,799,702	19,102,073	300,000	55,201,775
Use Of / (Add To) Fund Bal	11,879,550	1,257,209	6,752,539	19,889,298
Total Funding Ex Trans-In	47,679,252	20,359,282	7,052,539	75,091,073
Transfer-in	18,059,800	7,299,856	-	25,359,656
Total Funding	65,739,052	27,659,138	7,052,539	100,450,729
Expenditure				
Expenditure - Ex Trans-Out	49,748,330	25,076,978	265,764	75,091,072
Transfer-Out	15,990,722	2,582,159	6,786,778	25,359,659
Total Expenditure	65,739,052	27,659,137	7,052,542	100,450,731

Exhibit "A"

FY 24 Budget Amendment #5 - Summary By Fund - First Hearing

General Fund

		Budget Thru Amend #4	Amendment #5	Budget Thru Amend #5
Funding				
Revenue/Loans		24,118,756	-	24,118,756
Use Of / (Add To) Fund Bal		11,427,789	-	11,427,789
Total Funding - Ex Transfer-In		35,546,545	-	35,546,545
Transfer-In		4,764,289	-	4,764,289
Total Funding		40,310,834	-	40,310,834
Expenditure	**Div**			
Commission	10	147,535	-	147,535
City Manager	12	1,196,740	-	1,196,740
General Fund Non-Depart - Ex Trans Out	19	5,377,976	-	5,377,976
Human Resources	13	629,799	(49,500)	580,299
Clerk	16	453,782	-	453,782
Attorney	28	643,500	-	643,500
Finance	17	1,636,499	5,000	1,641,499
Planning & Community Dev	37	1,394,861	(15,500)	1,379,361
Building & Licenses	30	839,005	-	839,005
Parks & Recreation	72	2,184,267	-	2,184,267
Police	26	9,481,723	72,000	9,553,723
Code Enforcement	23	663,789	(21,000)	642,789
Building & Grounds Maintenance	39	1,891,528	-	1,891,528
Public Works - Admin	32	522,515	(11,000)	511,515
Public Works - Streets	41	571,206	20,000	591,206
Public Works - Trash	50	148,116	-	148,116
Public Works - Vehicle Maintenance	49	831,282	-	831,282
Housing & Social Services	70	47,911		47,911
Total Expenditure - Ex Transfer-Out		28,662,034	-	28,662,034
Transfer-Out	19	11,648,799	-	11,648,799
Total Expenditure		40,310,833	-	40,310,833

Exhibit "A"

FY 24 Budget Amendment #5 - Summary By Fund - First Hearing

Governmental Funds										
	General Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Law Enforcement Training Trust Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
Budget Thru Amendment #4										
Funding										
Revenue/Loans	24,118,756	4,471,000	1,500,000	331,746	5,115,700	260,000	2,500	-	-	35,799,702
Use Of / (Add To) Fund Bal	11,427,789	-	39,500	-	-	364,761	47,500	-	-	11,879,550
Total Funding Ex Trans-In	35,546,545	4,471,000	1,539,500	331,746	5,115,700	624,761	50,000	-	-	47,679,252
Transfer-in	4,764,289	7,110,296	-	772,309	144,385	-	-	3,889,983	1,378,538	18,059,800
Total Funding	40,310,834	11,581,296	1,539,500	1,104,055	5,260,085	624,761	50,000	3,889,983	1,378,538	65,739,052
Expenditure										
Expenditure - Ex Trans-Out	28,662,034	11,581,296	1,539,500	670,695	1,351,522	624,761	50,000	3,889,983	1,378,538	49,748,330
Transfer-Out	11,648,799	-	-	433,360	3,908,563	-	-	-	-	15,990,722
Total Expenditure	40,310,833	11,581,296	1,539,500	1,104,055	5,260,085	624,761	50,000	3,889,983	1,378,538	65,739,052
Amendment #5										
Funding										
Revenue/Loans	-	-	-	-	-	-	-	-	-	-
Use Of / (Add To) Fund Bal	-	-	-	-	-	-	-	-	-	-
Total Funding Ex Trans-In	-	-	-	-	-	-		-	-	-
Transfer-in	-	-	-	-	-	-		-	-	-
Total Funding	-	-	-	-	-	-		-	-	-
Expenditure										
Expenditure - Ex Trans-Out	-	-	-	-	-	-	-	-	-	-
Transfer-Out	-	-	-	-	-	-		-	-	-
Total Expenditure	-	-	-	-	-	-		-	-	-
Budget Thru Amendment #5										
Funding										
Revenue/Loans	24,118,756	4,471,000	1,500,000	331,746	5,115,700	260,000	2,500	-	-	35,799,702
Use Of / (Add To) Fund Bal	11,427,789	-	39,500	-	-	364,761	47,500	-	-	11,879,550
Total Funding Ex Trans-In	35,546,545	4,471,000	1,539,500	331,746	5,115,700	624,761	50,000	-	-	47,679,252
Transfer-in	4,764,289	7,110,296	-	772,309	144,385	-	-	3,889,983	1,378,538	18,059,800
Total Funding	40,310,834	11,581,296	1,539,500	1,104,055	5,260,085	624,761	50,000	3,889,983	1,378,538	65,739,052
Expenditure										
Expenditure - Ex Trans-Out	28,662,034	11,581,296	1,539,500	670,695	1,351,522	624,761	50,000	3,889,983	1,378,538	49,748,330
Transfer-Out	11,648,799	-	-	433,360	3,908,563	-	-	-	-	15,990,722
Total Expenditure	40,310,833	11,581,296	1,539,500	1,104,055	5,260,085	624,761	50,000	3,889,983	1,378,538	65,739,052

Exhibit "A"

FY 24 Budget Amendment #5 - Summary By Fund - First Hearing

Enterprise Funds										
	Water-Sewer Operating Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer Operating Divisions (Expense)									
	Water Division 64	Sewer Division 35	Water-Sewer Finan Div 61	Water Lines Div 63	Water-Sewer CIP Div 75	Total Water-Sewer Op Fund	Storm Water Op Fund 43	Total Water-Sewer CIP Fund 86	Storm Water CIP Fund 87	Total Enterprise Funds
Budget Thru Amendment #4										
Funding										
Revenue/Loans						11,650,605	2,450,368	3,085,724	1,853,376	19,040,073
Use Of / (Add To) Fund Bal						792,002	465,207	-	-	1,257,209
Total Funding Ex Trans-In						12,442,607	2,915,575	3,085,724	1,853,376	20,297,282
Transfer-in						224,271	-	5,336,775	1,738,810	7,299,856
Total Funding	-	-	-	-	-	12,666,878	2,915,575	8,422,499	3,592,186	27,597,138
Expenditure										
Expenditure - Ex Trans-Out	2,363,836	4,866,094	3,658,327	158,752	297,904	11,344,913	1,655,380	8,422,499	3,592,186	25,014,978
Transfer-Out	-	-	1,321,964	-	-	1,321,964	1,260,195	-	-	2,582,159
Total Expenditure	2,363,836	4,866,094	4,980,291	158,752	297,904	12,666,877	2,915,575	8,422,499	3,592,186	27,597,137
Amendment #5										
Funding										
Revenue/Loans						62,000	-	-	-	62,000
Use Of / (Add To) Fund Bal						-	-	-	-	-
Total Funding Ex Trans-In						62,000	-	-	-	62,000
Transfer-in						-	-	-	-	-
Total Funding	-	-	-	-	-	62,000	-	-	-	62,000
Expenditure										
Expenditure - Ex Trans-Out	21,000	39,000	-	2,000	-	62,000	-	-	-	62,000
Transfer-Out	-	-	-	-	-	-	-	-	-	-
Total Expenditure	21,000	39,000	-	2,000	-	62,000	-	-	-	62,000
Budget Thru Amendment #5										
Funding										
Revenue/Loans						11,712,605	2,450,368	3,085,724	1,853,376	19,102,073
Use Of / (Add To) Fund Bal						792,002	465,207	-	-	1,257,209
Total Funding Ex Trans-In						12,504,607	2,915,575	3,085,724	1,853,376	20,359,282
Transfer-in						224,271	-	5,336,775	1,738,810	7,299,856
Total Funding	-	-	-	-	-	12,728,878	2,915,575	8,422,499	3,592,186	27,659,138
Expenditure										
Expenditure - Ex Trans-Out	2,384,836	4,905,094	3,658,327	160,752	297,904	11,406,913	1,655,380	8,422,499	3,592,186	25,076,978
Transfer-Out	-	-	1,321,964	-	-	1,321,964	1,260,195	-	-	2,582,159
Total Expenditure	2,384,836	4,905,094	4,980,291	160,752	297,904	12,728,877	2,915,575	8,422,499	3,592,186	27,659,137

Exhibit "A"

FY 24 Budget Amendment #5 Overview - First Hearing

Summary		
Funding		Notes
Revenue / Loans / Grants	$ 62,000	(a)
Use Of Fund Balance	-	(b)
Total Funding – Excluding Transfers-In	62,000	
Transfer-In	-	
Total Funding	$ 62,000	
Expenditure		
Expenditure – Excluding Transfers-Out	$ 62,000	(c)
Transfers-Out	-	
Total Expenditure	$ 62,000	

Notes

		Bgt. Amend #3	Incr/(Decr)	Bgt. Amend #4
(a)	**Revenue / Loans / Grants**			
	Interest Revenue		$ 62,000	
	Total Revenue / Loans / Grants		$ 62,000	
(b)	**Use Of/(Addition To) Fund Balance**			
	General Fund	$ 11,971,164	-	$ 11,971,164
	Water-Sewer Operating Fund	792,002	-	792,002
	Stormwater Operating Fund	465,207	-	465,207
	People's Transportation Plan	39,500	-	39,500
	Special Law Enforcement	364,761	-	364,761
	Law Enforcement Training Fund	47,500	-	47,500
	American Recovery Plan Act (ARPA)	7,742,045		7,742,045
	Total Use Of / (Addition To) Fund Balance	$ 21,422,179	$ -	$ 21,422,179
(c)	**Expenditures**			
	Purchase Water		50,000	
	Police Overtime		50,000	
	Gateways		45,000	
	Lateral Repairs Water		20,000	
	Pumpstation 2 BEC Replacement		20,000	
	Tripping Hazards Sidewalks		10,000	
	Eco-Tech Consulting Services		10,000	
	Airhart Park Connection		8,000	
	10 Additional Miscel expenses average 4,750		126,000	
	Expenditures - Gross - Ex Compensation		$ 339,000	
	Compensation		(102,500)	
	Savings - Ex Compensation		(174,500)	
	Contingency		-	
	Expenditures - Net		$ 62,000	

FY 24 Budget Amendment #5- Detail - First Hearing

#				Amendment Details	Budget	Adj	Revised	
1	**Water-Sewer - Water Division**							
	WS-Wtr	Exp	64-533312	Other Professional Services	63,000	20,000	83,000	Eco-Tech Counsulting & Services; Interest Revenue; Water Bill; Annual Flush needs some OT
	WS-Wtr	Exp	64-533340	Other Contract Services	24,000	10,000	34,000	
	WS	Rev	440-361100	Interest Earned	33,000	62,000	95,000	
	WS-Wtr	Exp	64-533433	Purchase of Water	1,683,477	50,000	1,733,477	
	WS-Wtr	Exp	64-533140	Salaries-Overtime	3,500	1,000	4,500	
	WS-Swr	Exp	35-535432	Sewage Disposal	3,885,476	(19,000)	3,866,476	
							-	
2	**General Fund - Small Miscellaneous Expenditures**						-	
	PW-Veh	Exp	49-541640	Machinery & Equipment	49,000	5,000	54,000	Lifting Hoist for motor-pool; Additional Tripping Hazard mitigation; Small misc. items
	PW-Strt	Exp	41-541340	Other Contracted Services	91,625	10,000	101,625	
	Code	Exp	23-521520	Operating Expense	2,000	1,000	3,000	
	PW-Adm	Exp	32-541120	Salaries - Regular	347,291	(11,000)	336,291	
	PW-Veh	Exp	49-541450	Gas, Oil, Grease	386,450	(8,000)	378,450	
	PW-Veh	Exp	49-541340	Other Contract Services	75,000	3,000	78,000	
	Fin	Exp	17-513340	Other Contract Services	61,450	5,000	66,450	
	PW-Strt	Exp	41-541430	Electicity, Gas & Water	198,500	10,000	208,500	
	HR	Exp	13-513120	Salaries - Regular	169,066	(15,000)	154,066	
							-	
3	**General Fund Revenue**						-	
	GF	Rev	001-366999	Other Contributions & Donations	-	(150,000)	(150,000)	Accounting adjustement movement from one acct to another; with no effect
	GF	Rev	001-366200	CRA Funds to City	-	150,000	150,000	
							-	
4	**Safe Neighborhood - Gateways**						-	
	SF-Neigh	Exp	44-541845	PW HQ Renovation	205,000	(45,000)	160,000	Phase 1 of the Gateways Project
	SF-Neigh	Exp	44-541847	Gateways	218,900	45,000	263,900	
							-	
5	**NOT BEING USED**							

FY 24 Budget Amendment #5- Detail - First Hearing

#				Amendment Details	Budget	Adj	Revised	
							-	
6	**WS - Sewer**						-	
	WS -Swr	Exp	35-535312	Other Professional Services	161,750	20,000	181,750	Consulting Services for DERM compliance; Lateral Repairs
	WS-Wtr	Exp	64-533210	FICA	16,438	(8,000)	8,438	
	WS-Wtr	Exp	64-533230	Life & Health Insurance	24,687	(10,000)	14,687	
	WS-Wtr	Exp	64-533220	Retirement	19,161	(6,000)	13,161	
	WS -Swr	Exp	35-535210	FICA	19,287	(4,000)	15,287	
	WS -Swr	Exp	35-535220	Retirement	31,083	(4,000)	27,083	
	WS-Mtr	Exp	63-533210	FICA	11,994	(4,000)	7,994	
	WS-Swr	Exp	35-535140	Salaries - Overtime	8,000	2,000	10,000	
	WS-Swr	Exp	35-535440	Rentals & Leases	5,000	4,000	9,000	
	WS-Swr	Exp	35-535640	Machinery & Equipment	120,000	20,000	140,000	
	WS-Wtr	Exp	64-533120	Salaries - Regular	120,090	(26,000)	94,090	
	WS-Swr	Exp	35-535430	Electric, Gas, Water	113,200	20,000	133,200	
	WS-Mtr	Exp	63-533230	Life & Health Insurance	14,858	(4,000)	10,858	
7	**Police - Redlight Camera - Operating - Safety Equipment**							
	Pol	Exp	26-512497	Red Light Camera	528,873	22,000	550,873	Accounting adjustment for Annual PO- Additional funding needed for Operations
	Pol	Exp	26-521520	Operating Expense	28,500	5,000	33,500	
	Pol	Exp	26-521644	Public Safety Equipment	13,000	3,500	16,500	
	Pol	Exp	26-521400	Travel & Per Diem	10,000	(5,000)	5,000	
	Pol	Exp	26-521645	Canine Unit	7,500	(3,500)	4,000	
	Pol	Exp	26-521140	Overtime	320,000	50,000	370,000	
	Comm Dev	Exp	37-515530	Advertising	13,500	(7,000)	6,500	
	Comm Dev	Exp	37-515210	FICA	29,816	(6,000)	23,816	
	Comm Dev	Exp	37-515400	Travel & Per Diem	3,500	(2,500)	1,000	
	Code	Exp	23-521312	Other Professional Services	37,000	(22,000)	15,000	
	HR	Exp	13-513230	Life & Health	22,668	(9,500)	13,168	
	HR	Exp	13-515530	Advertising	11,500	(10,000)	1,500	
	HR	Exp	13-513542	EmployeeTraining	23,925	(15,000)	8,925	

FY 24 Budget Amendment #5- Detail - First Hearing

#				Amendment Details	Budget	Adj	Revised	
8	**IT-Phone**							
	IT	Exp	85-512411	Telephone	211,000	5,000	216,000	Additional Telephone expenses
	IT	Exp	85-512340	Other Contracted Services	40,000	(5,000)	35,000	
9	**WS-Service Lines**							
	WS- SL	Exp	63-533340	Other Contracted Services	6,000	8,000	14,000	Airhart Park Connection and Curbstop for Water Meters
	WS- SL	Exp	63-533462	Repair & Maintenance	20,770	2,000	22,770	
	WS-Wtr	Exp	64-533120	Salaries-Regular	94,090	(10,000)	84,090	
							-	
10	**Beautification**						-	
	Bldg & Grnd	Exp	39-541140	Salaries - OT	11,500	10,000	21,500	Increase in work load amounted to additional Overtime
	Bldg & Grnd	Exp	39-541461	Bldg & Repairs	120,000	7,500	127,500	
	Bldg & Grnd	Exp	39-541620	Bldg Improvements	121,000	(17,500)	103,500	

FY 24 Budget Amendment #5 Summary By Line Item
First Hearing

#	Amount	Purpose	Funding Source
1	$81,000	Eco-Tech Consulting; Additional Water Purchases and annual Flush requires Overtime; this item requested by Mr. Austin	Interest Revenue and Sewage Disposal
2	$34,000	Motor-pool Lift Host for OHSA compliance; Sidewalk tripping hazard mitigation; small GF items; item requested by Mr. Austin	Vacancies and Gas, Oil, Grease
3	$0	Adjustment for Accounting	None needed
4	$45,000	Safe Neighborhood Gateways: item requested by Ms. Gross	Savings from PW Headquarter Renovation Project
5	$0	Not being used	
6	$66,000	Consulting services for DERM and Lateral Line repairs; item requested by Mr. Austion	Vacancies
7	$80,500	Police need additional Overtime Salaries and additional Operational funds; item requested by Chief Otten	Vacancies; Advertising, Police Travel
8	$5,000	Telephone needed additional funding	IT – Other Contracted Services
9	$10,000	Airhart Park Connection and Curbstop for Water Meter; item request by Mr. Austin	Vacancies
10	$17,500	Increase in workload amounting to additional overtime; Additional repairs required as well	Bldg Improvements

Sponsored by: City Manager

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN TO INCORPORATE THE ADOPTED 2022 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE AND TO STRENGTHEN THE COORDINATION BETWEEN WATER SUPPLY PLANNING AND LOCAL LAND USE PLANNING BY AMENDING CERTAIN OBJECTIVES AND POLICIES IN THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6)), FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall address water supply planning by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments; and

WHEREAS, Florida Statutes also require improving coordination between the local land use planning and water supply planning; and

WHEREAS, Section 163.3177(6), Florida Statutes, requires local governments to assess their current as well as projected water needs and sources for at least a ten-year planning period, considering the approved regional and county water supply plan for the respective local government; and

WHEREAS, Section 163.3177(4)(a), Florida Statutes, requires coordination of the local comprehensive plan with the water management district's regional water supply plan; and

WHEREAS, City residents receive potable water from the Miami-Dade County Water and Sewer Department (M-D WASD) which is the water supplier; and

WHEREAS, Miami-Dade County adopted its 10-Year Water Supply Facilities Work Plan Update on January 19, 2023; and

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions including those relating to Water Supply Planning and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 2.5 of the City Charter of the City of Opa-Locka ("City") empowers the City Commission to adopt, amend, or repeal such ordinances as may be required for the proper governing of the Commission; and

WHEREAS, the City of Opa-Locka City Commission recognizes that, every 5 years, it is necessary to amend the City's Water Supply Facilities Work Plan (the "Plan") and water supply plan related text amendments, attached hereto as Exhibit "A", and incorporated herein by reference in order to ensure that the Plan is current and consistent with the City's planning and regulatory needs; and

WHEREAS, the City Commission desires to comply with state law and adopt the City's Water Supply Facilities Work Plan (the "Plan") and water supply plan related text amendments in the form prescribed by law; and

WHEREAS, notice was publicly advertised as required by City and State regulations regarding text amendments to the Comprehensive Plan; and,

WHEREAS, on December 12, 2023, the Planning and Zoning Appeals Board, as the local planning agency for the City held its hearing on this proposed Ordinance with due public notice and input, and recommended its adoption; and

WHEREAS, on January 10, 2024, the City Commission held a first reading and public hearing of this proposed Ordinance; and

WHEREAS, the City Commission voted to transmit the proposed water supply plan related text amendments to the Comprehensive Plan to state agencies, after first reading, for review pursuant to Section 163.3177(6), Florida Statutes; and

WHEREAS, on XXXXX XX, 2024, the City Commission held a second reading and public reading of this proposed Ordinance with due public notice and input; and

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The above recitals are true and correct and incorporated into this Ordinance by reference.

SECTION 2. AMENDING THE CITY OF OPA-LOCKA COMPREHENSIVE PLAN.

The City of Opa-Locka, Florida, Comprehensive Plan is hereby amended to incorporate by reference the 2022 10-Year Water Supply Facilities Work Plan Update (Exhibit "A") and proposed water supply plan related text amendments, pursuant to Section 163.3177(6), Florida Statutes, as follows:

Infrastructure Element

Policy I-1.1: To assure adequate level of service, the following LOS standards are hereby adopted, and shall be used as the basis for determining the facility capacity and the demand generated by a development.

FACILITY	LEVEL OF SERVICE STANDARDS
Sanitary Sewer Facilities	The ~~system shall maintain the~~ wastewater treatment plants shall operate with a physical capacity of no less than ~~to collect and dispose of 102 percent of~~ the average daily influent sewage flow for the ~~system demand for the~~ preceding ~~five years~~ 12 months. Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards. The system shall collectively maintain the capacity to collect and dispose of no less than 102 percent of the average daily influent sewage system flow for the preceding five years accounting for reserved capacity. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. The annual average daily influent sewage flow shall be calculated as the average of the daily volume received at the facility over a 12-month period. ~~All treatment plants shall maintain the capacity to treat no less than the average daily sewage flow.~~

<table>
<tr><td></td><td>~~Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards.~~

The per capita Level of Service standard for sanitary sewer shall be 122 gallons per capita per day.</td></tr>
<tr><td>Fire Flow</td><td>Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Rescue Department, minimum fire flows based on the land use served shall be maintained as follows:

<table>
<tr><td>Land Use:</td><td>Min. Fire Flow (gpm)
~~Gallons Per Minute~~</td></tr>
<tr><td>Single Family Residential Estate</td><td>~~750~~
500</td></tr>
<tr><td>Single Family and Duplex; Residential on minimum lots of 7,500 sf</td><td>750</td></tr>
<tr><td>Multi-Family Residential (Low Medium Density), Semiprofessional Offices</td><td>1,500</td></tr>
<tr><td>Multi-Family Residential (Medium and High Density)</td><td>2,000</td></tr>
<tr><td>Hospitals, Schools, Business and Industry</td><td>~~2~~3,000</td></tr>
<tr><td>~~Commercial/Industrial~~</td><td>~~3,000~~</td></tr>
</table>
</td></tr>
<tr><td colspan="2">* * *</td></tr>
</table>

Potable Water	Regional treatment. System shall operate with a maximum daily rated capacity that is no less than 2% above maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. User LOS. Maintain capacity to produce and deliver ~~126.82~~ 120.26 gallons per capita per day systemwide. Water Quality. Shall meet all county, state and federal primary potable water standards. Countywide Storage. Storage capacity for finished water shall equal no less than 15% of countywide average daily demand.

Objective I-5 Monitoring Measures:

1. Achievement of regional water conservation goals.
2. The City's Work Plan Update shall remain consistent with the County's ~~2~~1 0-Year Supply Facilities Work Plan Update, which is compatible with the Miami Dade County Water Use Permit renewals and with projects as listed in the South Florida Water Management District's 201~~3~~8 Lower East Coast Regional Water Supply Plan Update. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

Policy I-5.4: The City of Opa-Locka must adopt by reference into its Comprehensive Plan the City of Opa-Locka 20~~15~~22 ~~2~~10-year Water Supply Facilities Work Plan Update (Work Plan Update) adopted ~~May 25, 2016~~ XXXX, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approves its 201~~3~~8 Lower East Coast Water Supply Plan Update. The Work Plan will be updated, at a minimum, every 5 years. The City of Opa-Locka 20~~15~~22 ~~2~~10-year Water Supply Facilities Work Plan Update is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the City's water demands for a 20-year period.

Policy I-5.5: Comply with the 20~~15~~22 ~~2~~10-year Water Supply Facilities Work Plan Update adopted on ~~May 25, 2016~~ XXXX and incorporate such Work Plan Update into the City of Opa-Locka Comprehensive Plan.

Conservation Element

Policy C-3.5: The implementation of the 20~~15~~22 ~~2~~10-year Water Supply Facilities Work Plan Update will ensure that adequate water supplies and public facilities are available to serve the water supply demands of the City's growing population.

Policy C-3.7: By July 1, 2024, the City shall adopt conservation measures by ordinance in conformance with the SFWMD's Mandatory Year-Round Landscape Irrigation Conservation Measures (as detailed in 40E-24, Florida Administrative code). Specifically, the City ordinance shall prohibit landscape irrigation during those periods of the day when irrigation efficiency significantly decreases, and limit landscape irrigation water use to two days per week. The City ordinance shall further encourage users to apply no more than 3/4 -inch to 1-inch of water per week on their lawns and landscape areas and only as needed to supplement rainfall.

Intergovernmental Coordination

Objective IC-1 Monitoring Measures:

1. Demonstrated compliance with policies IC-1.1 – IC1.8 (ongoing participation in intergovernmental coordination efforts).

Policy IC-1.6: The City shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards within the Miami-Dade County Water and Sewer Department, Department of Regulatory and Economic Resources, the South Florida Water Management District, and the 201~~3~~8 Lower East Coast Water Supply Plan Update.

Policy IC-1.7: The City will coordinate with the South Florida Water Management District concerning its jurisdictional authority as necessary and support its efforts concerning the *201~~3~~8 Lower East Coast Water Supply Plan Update*, ACCELER8 Everglades and CERP and the Biscayne Bay Coastal Wetlands Project to protect an Outstanding Florida Water – Biscayne Bay. The City hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted ~~February 4, 2015~~ January 19, 2023, the Miami-Dade Water and Sewer Department ~~2~~10-year Water Supply Facilities Work Plan ~~(2014-2033) Support Data (November 2014)~~, the *201~~3~~8 Lower East Coast Water Supply Plan Update* (LEC) approved by

the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on ~~February 9, 2015~~ March 8, 2022, will now expire on ~~February 9, 2035~~ December 27, 2065.

Capital Improvements

Policy CI-3.1: The City shall utilize the following level of service standards as the basis for determining facility capacity and the demand generated by development.

FACILITY	LEVEL OF SERVICE STANDARDS
Sanitary Sewer Facilities	The ~~system shall maintain the~~ wastewater treatment plants shall operate with a physical capacity of no less than ~~to collect and dispose of 102 percent of~~ the average daily influent sewage flow for the ~~system demand for the~~ preceding ~~five years~~ 12 months. Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards. The system shall collectively maintain the capacity to collect and dispose of no less than 102 percent of the average daily influent sewage system flow for the preceding five years accounting for reserved capacity. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. The annual average daily influent sewage flow shall be calculated as the average of the daily volume received at the facility over a 12-month period. ~~All treatment plants shall maintain the capacity to treat no less than the average daily sewage flow.~~

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SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. CONFLICT AND REPEALER.

Any provision of any City of Opa-Locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION.

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.

That pursuant to Florida Law, the Comprehensive Plan amendment(s) adopted by this Ordinance shall not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to comply.

PASSED FIRST READING this 10th day of January, 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:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by: Gregory Gay DCEBED63852C45C...	
City Manager:	Darvin E. Williams			**CM Signature**	DocuSigned by: C46C07C1E8DE492...	
Commission Meeting Date:	July 24, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
					X	
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
					X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No** X	**Yes** / **No** X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes** X	**No**
ILA 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:** Planning & Community Development		City Manager	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN TO INCORPORATE THE ADOPTED 2022 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE AND TO STRENGTHEN THE COORDINATION BETWEEN WATER SUPPLY PLANNING AND LOCAL LAND USE PLANNING BY AMENDING CERTAIN OBJECTIVES AND POLICIES IN THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6)), FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions

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including those relating to Comprehensive Planning, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law. Section 2.5 of the City Charter of the City of Opa-Locka ("City") empowers the City Commission to adopt, amend, or repeal such ordinances as may be required for the proper governing of the City of Opa-locka.

Changes to the City's 10-Year Water Supply Facilities Work Plan Update and associated amendments to the Comprehensive Plan were last adopted May 25, 2016. Florida Statutes require a review every five years.

Florida Statute 163.3191(1) requires that at least once every 7 years ("Evaluation and Appraisal Cycle"), each municipality must evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements, reflect changes in conditions, be consistent with the City's planning and regulatory needs and vision.

The last major update to the Comprehensive Plan occurred in 2015 (adoption date July 22, 2015). The proposed Comprehensive Plan Update is attached with changes shown as new wording (<u>underlined</u>) and deletions (~~strikethrough~~).

The changes were based on some of the challenges and opportunities the City of Opa-locka faces based on Commission, HEPB, PZAB, CRA, Ten North Group, Community and Staff Inpput and addresses: Florida Statute Changes, Sustainability and Resiliency, Housing, Water Supply Planning, Infrastructure, Economic Development and Redevelopment, Property Rights, Current and Future Growth.

<u>HISTORY / BACKGROUND AND ANALYSIS</u>

The City is subject to the jurisdiction of the South Florida Water Management District (SFWMD) regarding State requirements for local water supply planning. The SFWMD has concluded that traditional water supply sources will not be sufficient to meet the water needs of the growing South Florida population. As a result, the Florida Legislature enacted seven (7) bills in Sessions between 2002 and 2016 to address the State's water supply needs, as potential limitations on the continued use of traditional water supplies became increasingly apparent.

Chapter 163, F.S. requires all local municipalities to update their Water Supply Facilities Work Plan and adopt that plan into the comprehensive plan within 18 months of the SFWMD's approval of the Lower East Coast Water Supply Plan. The work plan and the comprehensive plan amendments must address the development of traditional and alternative water supplies and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. The Lower East Coast Water Supply Plan was approved on November 8, 2018. Therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans to adopt a Work Plan Update was May 2020. This deadline could not be achieved because Miami-Dade County did not adopt their water supply plan until January 19, 2023.

The previous LOS as established by the City and based on Miami-Dade County data was 126.82 gallons per capita per day. With conservation and leak detection efforts the per capita per day demand has now been lowered to 120.26 gallons. Therefore, the recommended LOS is 120.26 gallons per capita per day.

A copy of the draft Work Plan Update and the related Comprehensive Plan amendments are attached.

After recommendation by the Planning and Zoning Appeals Board to the City Commission and first reading by the Commission the proposed water supply plan related amendments to the Comprehensive Development Master Plan will be transmitted to the Florida Commerce Department

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and other review agencies. Once agency reviews are completed the item will be scheduled for second reading (adoption).

Financial Impact: There is no financial impact for this item and therefore will have no impact on the future of the General Fund sustainability.

Proposed Action:

PCD Staff recommends approval of this Comprehensive Plan Amendment.

Attachment:

Draft Ordinance -Adopting 2022 Water Supply facilities Work Plan Update
Draft "The 2022 10-Year Water Supply facilities Work Plan Update
PZAB/City Commission PowerPoint Presentation

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

☐ **Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☒ **Miami-Dade Office** · 2103 Coral Way · Suite 810 · Miami, FL 33145 · 786.485.5200(p)

Memorandum

TO: Planning and Zoning Appeals Board
(Local Planning Agency)
City of Opa-Locka

VIA: Gregory D. Gay, AIA-NAM, Director
Planning & Community Development Department
City of Opa-Locka

FROM: Alex A. David, AICP
Calvin, Giordano & Associates
City Planning Consultant

CC: Karla Ebenbach
Ebenbach Consulting

Antonio Augello
Clavin, Giordano & Associates

SUBJECT: 2022 10-Year Water Supply Facilities Work Plan Update, including all text and map amendments

DATE: November 14, 2023

Changes to the City's 10-Year Water Supply Facilities Work Plan Update and associated amendments to the Comprehensive Plan were last adopted May 25, 2016. Florida Statutes require a review every five years.

BACKGROUND AND ANALYSIS

The City is subject to the jurisdiction of the South Florida Water Management District (SFWMD) in regard to State requirements for local water supply planning. The SFWMD has concluded that traditional water supply sources will not be sufficient to meet the water needs of the growing South Florida population. As a result, the Florida Legislature enacted seven (7) bills in Sessions between 2002 and 2016 in order to address the State's water supply needs, as potential limitations on the continued use of traditional water supplies became increasingly apparent.

Chapter 163, F.S. requires all local municipalities to update their Water Supply Facilities Work Plan and adopt that plan into the comprehensive plan within 18 months of the SFWMD's approval of the Lower East Coast Water Supply Plan. The work plan and the comprehensive plan amendments must address the development of traditional and alternative water supplies and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. The Lower East Coast Water Supply Plan was approved on November 8, 2018. Therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans to adopt a Work Plan Update was May 2020. This deadline could not be achieved because Miami-Dade County did not adopt their water supply plan until January 19, 2023.

The previous LOS as established by the City and based on Miami-Dade County data was 126.82 gallons per capita per day. With conservation and leak detection efforts the per capita per day demand has now been lowered to 120.26 gallons. Therefore, the recommended LOS is 120.26 gallons per capita per day.

A copy of the draft Work Plan Update and the related Comprehensive Plan amendments are attached.

After recommendation by the Planning and Zoning Appeals Board to the City Commission and first reading by the Commission the proposed water supply plan related amendments to the Comprehensive Development Master Plan will be transmitted to the Florida Commerce Department and other review agencies. Once agency reviews are completed the item will be scheduled for second reading (adoption).

RECOMMENDATION

Recommendation of approval to the City Commission of "2022 10-Year Water Supply Facilities Work Plan Update", including all text and map amendments.

Attachments

Draft 2022 10-Year Water Supply Facilities Work Plan Update
Draft Ordinance - adopting 2022 Water Supply Facilities Work Plan Update
PZAB PowerPoint Presentation

CITY OF OPA-LOCKA

2022 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE



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Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica J. Williams

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ATTACHMENTS

Miami-Dade County Final Recommendations Report to Amend the CDMP (Adopted January 19, 2023)

Miami-Dade County 10-Year Water Supply Facilities Work Plan (April 2022)

MDWASD Water Conservation Plan (November 2020)

1.0 INTRODUCTION

The City of Opa-Locka (City) acknowledges the importance of water conservation and reuse and has included policies in its Comprehensive Plan ~~in order~~ to assist in implementing related strategies. The City also recognizes that ~~in order~~ to maintain a proactive water conservation program there must be an effective coordination program with Miami-Dade County Water and Sewer Department (MDWASD) to ensure the success of the program. In addition, the City maintains an excellent working relationship with MDWASD as a wholesale customer to ensure compliance with all applicable regulations and guidelines. Since the City is a wholesale customer, City residents and businesses buy their water from the City at a determined rate. Under this arrangement, the City's Public Works Department coordinates with WASD to ensure that enough capacity is available for existing and future customers and supporting infrastructure such as the water lines are adequately maintained.

The City of Opa-Locka ~~2015~~ 2022 ~~2~~10-Year Water Supply Facilities Work Plan Update (hereinafter the Work Plan Update) adopted on ~~May 25, 2016~~ XXXX will reference the initiatives already identified in the Miami-Dade County's ~~2~~10-year Water Supply Facilities Work Plan Update, which was adopted on ~~February 4, 2015~~ January 19, 2023, since the City is a wholesale customer obtaining 100% of its water needs from MDWASD. According to state guidelines, the Work Plan Update and the Comprehensive Plan elements must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period.

The purpose of the City's ~~new 2015~~ 2022 ~~2~~10-Year Water Supply Facilities Work Plan Update is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. The City's first Work Plan was adopted on September 14, 2011 with a 10-year planning horizon while the second Work Plan was adopted on May 25, 2016 with a 20-year planning horizon. This Work Plan Update will be adopted with a ~~2~~10-year planning horizon to be consistent with both the Miami-Dade County and South Florida Water Management District Water Facilities Work Plans. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Water Supply Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. Updates to the original Work Plan are required every five years. The City is located in the South Florida Water Management District region in southeast Florida (Figure 1). The 201~~3~~8 *Lower East Coast Water Supply Plan Update* (LEC) was approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018. Therefore, local governments within the South Florida Water Management District Lower East Coast jurisdiction should amend their comprehensive plans to adopt a Work Plan Update ~~by March 12, 2015~~ within the referenced timeframe. As stated previously,

MDWASD provides wholesale potable water service to its customers in the City (Figure 2).

The City's Work Plan is divided into six sections:
Section 1 – Introduction
Section 2 – Background Information
Section 3 – Data and Analysis
Section 4 – Intergovernmental Coordination
Section 5 -- Capital Improvement Elements
Section 6 – Goals, Objectives, Policies

1.1 Statutory History

The Florida Legislature has enacted bills in the 2002, 2004, 2005, ~~and~~ 2011, 2012, 2015 and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning.

1.2 Statutory Requirements

The City of Opa-Locka has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the South Florida Water Management District's Regional Water Supply Plan, [163.3177(6)(a), F.S.].

2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure that adequate water supplies and facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2)(a), F.S.].

4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated SFWMD Regional Water Supply Plan or the alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];

b. Identify the traditional and alternative water supply projects, and the conservation and reuse programs necessary to meet water needs identified in the SFWMD Regional Water Supply Plan [s. 163.3177(6)(c), F.S.]; and,

c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c), F.S.].

5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the SFWMD Regional Water Supply Plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6)(d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use and demand for the established planning period, considering the SFWMD Regional Water Supply Plan [s.163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the SFWMD Regional Water Supply Plan [s.163.3177(6)(h)1., F.S.].

8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3181(3), F.S.].

9. A local government that does not own, operate, or maintain its own water supply facilities, including, but not limited to, wells, treatment facilities, and distribution infrastructure, and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or to maintain a work plan if any such local government's usage of water constitutes less than 1 percent of the public water utility's total permitted allocation. However, any such local government is required to cooperate with, and provide relevant data to, any local government or utility provider that provides and natural groundwater aquifer recharge element updated in accordance with

s. 163.3191. Any local government may verify its qualifications for the exemption with the Florida Department of Economic Opportunity (DEO) [s. 163.3177(6)(c)4., F.S.].

2.0 BACKGROUND INFORMATION

2.1 Overview

The City of Opa-locka, incorporated in 1926, ~~and~~ is located in northwestern Miami-Dade County. The City has an ~~combined~~ area of approximately 4.4 square miles. The City is bounded by NW 151 Street to the north, NW 119 Street to the south, NW 17 Avenue to the east and NW 47 Avenue to the west. The City is located near major transportation roadways including State Road 9, NW 37 Avenue, Gratigny Parkway, NW 27 Avenue, NW 22 Avenue, and NW 135 Street.

The City had a 2010 Census population of ~~14,886~~ 16,463. The Miami-Dade Water and Sewer Department Wholesale Customers Report reflects a 20~~16~~20 population of ~~15,507~~ 16,631 persons living in Opa-Locka. For the purposes of this Update, the data found in the Miami-Dade County 10-Year Water Supply Facilities Work Plan (April 2022) will be utilized.

~~Nearly 14% of Opa-Locka's gross acreage is vacant and, as indicated by the current economy, it is unlikely that t~~The City will experience a population ~~boom in the next several years unless development of mixed-use projects within the downtown is realized~~ increase during this planning period. ~~The~~ A potential expansion of the City's current boundaries through annexations is another factor which might result in a ~~significant~~ population increase during the planning period. ~~The Commission has actively sought to annex several mostly commercial/industrial areas.~~

~~The City of Opa-Locka Sustainable Communities Challenge Initiative: Current Conditions Report dated September 2012 provided~~ aAn evaluation of land uses by gross acreage~~.~~ ~~This report~~ has revealed the following approximate breakdown: Industrial (34~~8~~ %); Vacant (~~21~~6%); Residential (1~~5~~7 %); Government (~~1~~5%); Commercial (~~11~~3%); Institutional (~~2~~6%); Roads/ROW (20%) and, ~~Other~~ Water (~~3~~4%).

2.2 Relevant Regional Issues

Regional issues that affect the City of Opa-Locka include minimizing pressure on the Everglades and Biscayne Bay ecosystems and, Biscayne and Florida Aquifers. To that end, the Comprehensive Everglades Restoration Plan (CERP) is providing the foundation for one of the largest ecosystem restoration projects in the world. The SFWMD and the US Army Corps of Engineers have partnered in order to restore, protect and preserve the water resources of central and southern Florida, including the Everglades. Various projects under CERP help ensure the proper quantity, quality, timing, and distribution of

waters to the Everglades and all of South Florida. The goal of CERP is to capture fresh water that now flows unused to the Atlantic Ocean and the Gulf of Mexico redirect it to areas that need it most.

The SFWMD's priorities have focused on creating Water reservation rules to facilitate construction of CERP project components. The City is in support of CERP and other restoration projects listed in the 2018 Lower East Coast (LEC) Water Supply Plan Update that further the Northern/Southern Everglades 20-year commitment to Everglades restoration, including the C-111 South Dade, C-111 Spreader, Biscayne Bay Coastal Wetland BBCW L-31 East Floway, BBCW Deering Estate and BBCW Cutler Wetlands projects.

The South Florida Water Management District is the state agency responsible for water supply in the Lower East Coast planning area which includes the jurisdictional boundaries of Opa-Locka. SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rulemaking to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007, as part of the SFWMD's water use permit program. This reduced reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

Even with an ever-increasing population, withdrawals from the Aquifers will be limited, greater conservation will be required to reduce per capita use; and, reclaimed water must continue to be an important alternative water source per the 2008 Leah G. Schad Ocean Outfall Program. The City does not have any domestic wastewater facilities which discharge to the ocean. But supports Miami-Dade County efforts in reducing wastewater outflows and providing for reuse.

The 2013~~3~~8 Lower East Coast Water Supply Plan Update notes that a number of utilities have diversified their water supplies, including treatment and storage technologies, and water conservation programs. These alternatives include constructing brackish Floridan aquifer wells and reverse osmosis treatment plants, reclaimed water treatment and distribution facilities, and aquifer storage and recovery systems. ~~Between 2007 and 2009, 41 MGD of potable water supply capacity was added. From 2010 to 2013, nine utilities built potable water supply (PWS) projects with a capacity of 49 MGD. Approximately 14 percent of the current PWS allocation is now from an alternative water source, primarily brackish groundwater.~~

From FY2013 to FY2018, the SFWMD provided more than $3 million in alternative water supply funding for 11 projects in the LEC Planning Area. Funded projects created 9.25 million gallons per day (mgd) of new reclaimed water capacity and 4.19 mgd of additional reclaimed water distribution or storage in the LEC Planning Area.

The 2018 Lower East Coast Water Supply Plan Update water supply major issues are as follows: 1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed. 2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria. 3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee. 4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law. 5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

Through Infrastructure Objective AR-1 and Policy AR-1.1 the City supports protecting the integrity of groundwater. Additionally, Conservation Objective C-2 and its implementing policies protects ground and surface resources.

As further outlined in Section 3.~~6~~7 of this Plan the City will support and assist in disseminating information on water conservation related programs and incentives from Miami-Dade County and SFWMD.

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan Update is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and/or intensity.

3.1 Population Information

The City's existing and future population figures were derived from the MDWASD Wholesale Customers Report estimate. Below is a comparison in tabular format. As stated previously, for the purpose of water supply planning the ~~LEC~~ MDWASD projections will be utilized. As shown in Table 1, the ~~LEC~~ MDWASD ~~Update~~ Plan states that the MDWASD Service Area has a 2020 population of ~~2,239,773~~ 2,533,548.

For informational purposes, the total 201~~0~~6 population of Miami-Dade County, in which the City's population is included, was ~~2,496,435~~ 2,700,794 (Table ~~A-7~~ B-1. PWS and DSS population projections for the Miami-Dade LEC Planning Area, *201~~3~~8 LEC Water Supply Plan Update*). Of that total the Miami-Dade WASD serviced ~~2,141,885~~ 2,351,064 residents.

Table 1.
City vs. Miami-Dade County Population Comparison

	~~2016~~	~~2020~~	~~2025~~	~~2030~~	~~2035~~
~~City of Opa-locka~~	~~15,507~~	~~15,631~~	~~16,004~~	~~16,376~~	~~16,748~~
~~Unincorporated Area Served by Opa-locka~~	~~1,033~~	~~1,048~~	~~1,063~~	~~1,079~~	~~1,095~~
~~Miami Gardens Served by Opa-Locka~~	~~2,929~~	~~3,036~~	~~3,144~~	~~3,251~~	~~3,359~~
~~MDWASD Service Area~~	~~2,239,773~~	~~2,337,660~~	~~2,435,548~~	~~2,533,436~~	~~2,684,800~~
~~Miami-Dade County Total Pop.~~	~~2,610,526~~	~~2,724,618~~	~~2,838,709~~	~~2,952,800~~	~~3,172,405~~

	2020	2025	2030	2035	2040
City of Opa-locka	16,631	17,372	18,114	18,855	19,596
Unincorporated Area Served by Opa-locka	1,094	1,108	1,121	1,135	1,149
Miami Gardens Served by Opa-Locka	3,262	3,373	3,483	3,594	3,705
Opa-locka Service Area Total	20,987	21,853	22,719	23,585	24,451
MDWASD Service Area	2,407,121	2,533,548	2,659,975		
Miami-Dade County Total Pop.	2,777,310	2,924,743	3,072,175		

Sources: Exhibit C-3, MDWASD Wholesale Customers – Water Service Area Population by Utility Served, MDWASD 10-Year Water Supply Facilities Work Plan (April 2022) and Table 4-2 Population Projections to be Served by WASD.

The City does not have additional data on domestic self-supply systems. After review of City records it has been determined they are incomplete with respect to self-supply systems.

3.2 Maps of Current and Future Areas Served

The City of Opa-locka is located in the MDWASD Hialeah-Preston Subarea.

Figure 3 depicts current and future water service areas of the City. MDWASD is the only service provided to customers within the City's municipal boundaries. There are no areas anticipated to be annexed.

3.3 Potable Water Level of Service Standard

Policy ~~I-1.1~~ CI-3.1 of the ~~Potable Water~~ Capital Improvements Element in the adopted Comprehensive Plan sets the level of service (LOS) standard for potable water at ~~155~~ 120.26 gallons per capita per day. This policy also requires water delivered at a rate between 20 and 100 pounds per square inch. Using population and water demand figures provided by the Miami-Dade Water and Sewer Department, the ~~2014~~ 2022 actual LOS for the City is ~~126.82~~ 120.26 gallons per capita per day. WASD uses ~~137.2~~ 139 gallons per capita systemwide.

The Miami-Dade Water and Sewer Department (WASD) is in charge of maintaining the water distribution and treatment facilities which it wholesales to the City of Opa-Locka. Water service is provided through the John E. Preston Water Plant. Currently the potable water system serves all non-residential and residential land uses in Opa-Locka.

The City will also revise Policy I-1.1 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water & Natural Groundwater Aquifer Recharge Element, setting the level of service standard to deliver ~~126.82~~ 120.26 gallons per capita per day. The proposed policy change matches the recommendation by WASD to deliver ~~126.82~~ 120.26 gallons of potable water per capita per day to the residents of Opa-Locka.

3.4 Sanitary Sewer Level of Service Standard

Policy CI-3.1 of the Capital Improvements Element in the adopted Comprehensive Plan sets the level of service (LOS) standard for sanitary sewer at 122 gallons per capita per day.

The Miami-Dade Water and Sewer Department (WASD) is in charge of maintaining the wastewater collection and treatment facilities for the City of Opa-Locka through the North District Wastewater Treatment Plant.

The City will also revise Policy I-1.1 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water & Natural Groundwater Aquifer Recharge Element, setting the level of service standard to collect 122 gallons per capita per day. The proposed policy changes match the LOS Standard by WASD.

3.45 Population and Potable Water Demand Projections for the City

The South Florida Water Management District *2013~~8~~ Lower East Coast Water Supply Plan Update* (LEC) details the projected potable water demand for MDWASD, which includes the City of Opa-Locka. Since MDWASD provides water to a number of Miami-Dade County municipalities and most of the unincorporated area, the analysis of the City's water needs is determined by the City's percentage of the overall population of the MDWASD service area population (Table 2).

Table 2.
MDWASD – Including Opa-Locka
Current and Projected Water Supply
(MDWASD) Water Use Permit No. 13-00017-W

	~~**ACTUAL**~~	~~**PROJECTED**~~			
	~~2016~~	~~2020~~	~~2025~~	~~2030~~	~~2035~~
~~Population of Opa-Locka Service Area~~	~~19,469~~	~~19,716~~	~~20,211~~	~~20,706~~	~~21,201~~
~~OPL Per Capita (126.82 gallons per day finished water)~~ ~~120.26~~	~~126.82~~	~~126.82~~	~~126.82~~	~~126.82~~	~~126.82~~
~~Potable Water Demands (daily average annual) – City of Opa-Locka service area~~	~~2.47~~	~~2.50~~	~~2.56~~	~~2.63~~	~~2.59~~

~~Notes~~

~~1. Population projections MDWASD Wholesale Customers~~
~~2. Per Capita data from LEC Chapter 6: Water Supply Development Projects, p. 248~~

	ACTUAL	**PROJECTED**			
	2020	2025	2030	2035	2040
Population of Opa-Locka Service Area	20,987	21,853	22,719	23,585	24,451
OPL Per Capita (126.82 gallons per day finished water)	120.26	120.26	120.26	120.26	120.26

Potable Water Demands (daily average annual) – City of Opa-Locka service area	2.52	2.63	2.73	2.84	2.94

Notes:

1. Population projections MDWASD Wholesale Customers
2. Per Capita data from ~~LEC Chapter 6: Water Supply Development Projects, p. 248~~ MDWASD 10-Year Water Supply Facilities Work Plan, Appendix C, Exhibit C-2, p. 368 (April 2022)

3.~~5~~6 Water Supply Distribution Provided by the City of Opa-Locka

MDWASD is a regional water and wastewater utility that furnishes potable water service to approximately ~~2.2~~ 2.5 million inhabitants and tens of thousands of commercial establishments. The service area covers numerous municipalities and most of the unincorporated areas of Miami-Dade County. The City is a wholesale customer and distributes potable water to the City's residents or businesses. Additionally, potable water is supplied to portions of the City of Miami Gardens and unincorporated Miami-Dade County. In August 2014 the City, through the Florida Department of Environmental Protection Drinking Water State Revolving Fund Program, commissioned a study entitled Potable Water Infrastructure Improvements. This study reviewed Alternatives to upgrade the City's potable water distribution system. To date and due to funding shortfalls work has not ~~been~~ begun. The City continues to evaluate its funding options, including grants.

3.~~6~~7 Water Supply Provided by Miami-Dade County WASD

As stated above, the MDWASD System supplies potable water to over 2.~~2~~5 million persons, including residents and businesses within the City, and is an interconnected system of three subareas. Other water suppliers within Miami-Dade County include: North Miami Beach, North Miami, Homestead and Florida City. Currently within the MDWASD Service Area there are 15 municipal wholesale customers (including the City of Opa-Locka).

The information contained in the City's Comprehensive Development Master Plan ~~Amendments~~ adopted February 4, 2015 and the Miami-Dade WASD ~~2~~10-year Water Supply Facilities Work Plan ~~(2014-2033) Support Data~~ (~~November 2014~~ April 2022), the *Lower East Coast Water Supply Plan Update* (LEC) approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018, and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on ~~February 9, 2015~~ March 8, 2022, will now expire on ~~February 9, 2035~~ December 27, 2065.

The following Miami-Dade County CDMP Policy supports the coordination with the SFWMD LEC Update:
WS-6D. In the development of its future potable water supplies, Miami-Dade County shall,

to the maximum extent feasible, utilize methods which preserve the integrity of the Biscayne Aquifer, protect the quality of surface water and related ecosystems, consider and are compatible with the South Florida Water Management District's ~~2013~~ Lower East Coast Regional Water Supply Plan Update and the current Water Use Permit, and comply with the land use and environmental protection policies of the Miami-Dade County CDMP, the Strategic Regional Policy Plan for South Florida, and the State Comprehensive Plan.

The City of Opa-Locka is served by the Hialeah-Preston sub-area water treatment plant. The Hialeah-Preston (H-P) subarea is comprised of dedicated low-pressure pipelines, remote storage tanks, pumping facilities and high pressure systems. This system delivers water to Hialeah, Miami Springs, the City of Miami and other portions of northeastern Miami-Dade County, generally north of Flagler Street. The Hialeah Reverse Osmosis (R.O.) plant was completed in October 2013 and is providing water to the City of Hialeah and unincorporated Miami-Dade County.

The Hialeah-Preston subarea water treatment plants are supplied by four water supply wellfields which extract water from the Biscayne Aquifer. The total designed installed capacity from the four wellfields in the Hialeah-Preston subarea is approximately 295 million gallons per day (MGD). The Hialeah-Preston subarea also accesses water from the Floridan Aquifer by ~~five~~ six wells that have a finished water supply capacity of 10 MGD, 7.5 MGD well capacity has been completed with the remaining 2.5 MGD well capacity to be completed by the end of ~~2016~~ 2022. In addition to these wellfields, WASD's plans for ASR include the Southwest and West Wellfield.

WASD anticipates using these wells for storage of fresh Biscayne Aquifer water during the wet season (when operating water levels in the canal allows) for extraction and use in the dry season. In order to use the Upper Floridan Aquifer wells, the WASD designed an ultra-violet (UV) light disinfection system for each ASR site to treat the Biscayne Aquifer water before injecting it into the Floridan Aquifer. M-D WASD Capital Improvements Projects impacting the City are referenced in **Section 5.0** of this Plan Update.

3.~~7~~8 Conservation

Water conservation is the key to maintaining the health and productivity of the Surifical and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields (Figure 3.) through conservation and reuse, recharge enhancement, limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality.

The City of Opa-Locka works in coordination with MDWASD, SFWMD and state efforts aimed at promoting conservation through a variety of means including:

- Water Use Efficiency requirements included in the Code of Miami-Dade County

- Limiting Irrigation Hours
- Florida-Friendly Landscape Ordinance
- Rain Sensor Ordinance
- Water Conservation Rate Structure
- Leak Detection and Repair Program
- Public education
- Offering low-cost kits to its customers to reduce water use in their homes (High-Efficiency Fixtures).

For more information about WASD's Water Conservation Program visit http://www.miamidade.gov/conservation/home.asp

3.~~7~~8.1 County-wide Efforts

Section 4.5 Water Conservation and Reuse of the Miami-Dade WASD ~~2~~10-year Water Supply Facilities Work Plan (~~2014-2033~~ April 2022) ~~Support Data (November 2014)~~ outlines additional MDWASD efforts (pages 4-~~6~~7 and ~~7~~8).

Presently, water utilities are saving substantial amounts of water through strategic water-efficiency programs and Best Management Practices (BMP) included in their Water Use Efficiency Plan. The savings from water conservation often translate into more potable water available for residential and non-residential use, capital and operating savings, which allow systems to defer or avoid significant expenditures for water supply facilities and wastewater facilities. As a result of these efforts, the County has achieved 16.19 MGD of water saving through fiscal year 2021.

The City continues to remain in full support of the water conservation initiatives adopted by the SFWMD and Miami-Dade County.

While the City is not responsible for the Comprehensive Everglades Restoration Project, it is supportive of the regional water conservation efforts related to this regional rehydration of the Florida Everglades. The City is also supportive of mandating yard water restrictions that have been directed by the South Florida Regional Water Management District. There are no water conservation projects identified in the City's Capital Improvements Element or Capital Improvements Schedule.

The City will continue to coordinate future water conservation efforts with WASD and SFWMD to ensure that proper techniques are applied. In addition, the City will continue to support and expand existing goals, objectives and policies in the ~~GMP~~ City's Comprehensive Development Master Plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The City will continue to actively support SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water.

Reuse

For the past several years, the State of Florida ~~is leading~~ has led the nation in water reuse. The water reuse effort in the state is primarily led by utilities, local governments, the water management districts and state agencies. The intent of ~~their efforts~~ this is to implement water reuse programs that increase the volume of reclaimed water used and promotes public acceptance of reclaimed water. ~~The City is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 117.5 mgd of water reuse as noted in the County's 20-year water use permit.~~

The County's projected finished water demands are now markedly lower than anticipated when the first 20-year water use permit application was submitted. As such, wastewater reuse to address water supply demands is no longer required, and other alternative water supplies (Floridan aquifer, water conservation, C-51 reservoir, etc.) have been determined to be more viable and shall be considered in the future. WASD is currently implementing a total of 16.49 MGD of reuse at each of the Wastewater Treatment Plants, primarily for in-plant (process water) use. In addition, WASD will be providing up to 15 MGD of reclaimed water from the South District Wastewater Treatment Plant to the FPL facilities at Turkey Point, per Miami-Dade County Resolution No. R-579-20 approved by the BCC on June 16, 2020.

3.~~7~~8.2 City Specific Actions, Programs, Regulations, or Opportunities

The City will coordinate future water conservation and reuse efforts with MDWASD and the SFWMD to ensure that proper techniques are applied. In addition, the City will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation and reuse in a cost-effective and environmentally sensitive manner. The City will continue to actively support the SFWMD and MDWASD in the implementation of new regulations or programs that are design to conserve water during the dry season. Finally, the City will administer its own water conservation practices. The City has also implemented a tiered rate structure for potable water.

The City has been successful in implementing, as applicable, its water conservation policies and supporting efforts by Miami-Dade County and the South Florida Water Management District in their efforts to promote water conservation and reuse. The City promotes the policies, requirements and procedures as outlined in Section 3.~~7~~8, including those found within the Miami-Dade County Water Use Efficiency Standards Manual (2009). As shown by the City's per capita consumption rate of ~~126.82~~ 120.26 gallons per capita vs. ~~147~~ 139 generally countywide, the City has been a leader by this metric. Recently, the City of Opa-locka customer water billing function has transitioned to Miami-Dade County WASD. As a result, additional water conservation information is being

disseminated to property owners within the City, unincorporated area and Miami Gardens (See MDWASD Water Conservation Plan, November 2020).

3. ~~7~~8.3 MDWASD Specific Regulations

MDWASD, and therefore the City, implement water conservation through the following Ordinances: Irrigation Hours, Florida-Friendly Landscape, High-Efficiency Fixtures, Rain Sensor, Water Conservation Rate Structure, Leak Detect & Repair Program and Public Education Programs. The City will also continue to comply with all the Water Use Efficiency requirements included in the Code of Miami-Dade County. Additionally, the following code requires that the City is governed by County regulations:

Sec. 22-174. Compliance with County Standards
Minimum standards or requirements for landscaping and irrigation within the City, if not addressed in this Article shall only then be governed by the following, as may be amended: 1. Chapter 18A, Miami-Dade County Landscaping Ordinance and Landscape Manual 2. Chapter 18B, Miami-Dade County Right-Of-Way Landscape Ordinance 3. Chapter 24, Miami-Dade County Environmental Protection Ordinance 4. Chapter 32, Miami-Dade County Water and Sewer Regulations 5. In instances where conflicts between Articles or Chapters occur, the Director shall determine upon review of a proposed application which Article sections shall apply.

4.0 INTERGOVERNMENTAL COORDINATION

The provision of water supply needs in the City of Opa-Locka is achieved in coordination with local, county, and regional partners including Miami-Dade County WASD and South Florida Water Management District. MDWASD is the City's primary water partner as they provide the City its water service utilities. As part of the water supply planning process and intergovernmental coordination in general the City has reviewed the Miami-Dade County Plan while outside agencies will review the City's Plan. MDWASD ensures that water supply services are provided to the majority of ~~residents~~ customers of Miami-Dade County in the most efficient and effective manner. SFWMD acts to protect the region's water supply resources and coordinates the implementation of state water regulations and policies through local water planning efforts and water supply services.

In this update of the ~~original~~ 10-Year Water Supply Facilities Work Plan, the City has reviewed its water supply related Objectives and policies and updated them as necessary. Changes to the Objectives and policies are outlined in Section 6.0. Policies are included which detail coordination efforts with both MDWASD and SFWMD. As a wholesale customer, the City must coordinate through data collection and billings the adequate supply of water and conservation practices with MDWASD and implement the requirements of County Code.

Recently, the City of Opa-locka customer water billing function has transitioned to Miami-Dade County WASD. As a result, additional water conservation information is being disseminated (See MDWASD Water Conservation Plan, November 2020). The City strives to continue coordination with Miami-Dade County WASD for pump station replacement and other necessary upgrades to the potable water system.

5.0 CAPITAL IMPROVEMENTS

The information contained in the City's Comprehensive Development Master Plan ~~Amendments adopted February 4, 2015~~ and the Miami-Dade WASD ~~2~~10-year Water Supply Facilities Work Plan (~~2014-2033~~ April 2022) ~~Support Data (November 2014)~~, the *201~~3~~8 Lower East Coast Water Supply Plan Update* (LEC) approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on ~~February 9, 2015~~ March 8, 2022, will now expire on ~~February 9, 2035~~ December 27, 2065.

As a wholesale customer the City is not responsible for the provision of infrastructure for potable water treatment and distribution. Below is a partial list of MDWASD projects and changes to its Capital Improvement Schedule.

As stated previously in Section 3.~~6~~7 the City is within the Hialeah-Preston Subarea. The MDWASD Capital Plan Bond/Fund Allocation for water projects through FY2029-2030 is $1.6 Billion. The following major Capital Improvements Projects may impact the City and are as further described in the Miami-Dade WASD ~~2~~10-year Water Supply Facilities Work Plan (~~2014-2033~~ April 2022) ~~Support Data (November 2014) Table 12~~ Appendix B 2021-2030 Multi-Year Capital Plan:

1) Systemwide Wellfield Improvements;
2) Systemwide Water ~~Main~~ Line Extensions and Improvements;
3) ~~Central M-D Water Transmission Mains Improvements: and,~~;
4) ~~Alexander Orr, Jr.~~ Water Treatment Plants ~~Expansion~~ Rehabilitation~~.~~;
4) Purchase of Lake Property Adjacent to Northwest Wellfield;
5) Miami Springs Wellfield Rehabilitation – Phase 1-3; and,
6) C-51 Reservoir Water Project.

~~Alternative Water Supply Projects~~
~~10 MGD Hialeah RO WTP Phase 1 – Operational October 2013 (7.5 MGD well capacity constructed)~~
~~20 MGD South Miami Heights WTP – under design (17.5 MGD Biscayne Aquifer/2.5 MGD Florida Aquifer)~~
~~CANCELLED AWSP's~~

~~Hialeah RO WTP Phase 2 and 3~~
~~Blending and canal recharge projects~~

~~Reuse Projects~~
~~Updated Reuse Projects~~
~~Existing Reuse at Three Wastewater Treatment Plants~~
~~Biscayne Bay Coastal Wetlands Rehydration~~
~~Pilot Completed~~
~~Full Scale capacity~~
~~90 MGD FPL for new cooling towers~~
~~CDWWTP, SDWWTP, New WDWWTP Florida Aquifer re-charge to meet Ocean Outfall Legislation (Total 27.6 MGD)~~
~~CANCELLED REUSE PROJECTS~~
~~Phase 1 and 2 Canal Re-charge for Alexander Orr WTP~~

~~Water Treatment Plants~~
~~Hialeah RO WTP~~
~~On-line October 2013~~
~~10 MGD (7.5 MGD Operational)~~
~~50% MDWASD/50% Hialeah~~
~~South Miami Heights~~
~~On-line by December 31, 2019~~
~~17.5 MGD Finished Water from Florida Aquifer~~
~~2.55 MGD Finished Water from Biscayne Aquifer~~

6.0 GOALS, OBJECTIVES AND POLICIES

The following Comprehensive Plan ~~goals,~~ objectives and policies are consistent with the Water Supply Facilities Work Plan Update.

Add the following new or amended Objectives, policies and Monitoring Measures as follows:

Infrastructure Element

Policy I-1.1: To assure adequate level of service, the following LOS standards are hereby adopted, and shall be used as the basis for determining the facility capacity and the demand generated by a development.

FACILITY	LEVEL OF SERVICE STANDARDS
Sanitary Sewer Facilities	The ~~system shall maintain the~~ wastewater treatment plants shall operate with a physical capacity of no less than ~~to collect~~

	~~and dispose of 102 percent of~~ the average daily influent sewage flow for the ~~system demand for the~~ preceding ~~five years~~ 12 months. Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards. The system shall collectively maintain the capacity to collect and dispose of no less than 102 percent of the average daily influent sewage system flow for the preceding five years accounting for reserved capacity. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. The annual average daily influent sewage flow shall be calculated as the average of the daily volume received at the facility over a 12-month period. ~~All treatment plants shall maintain the capacity to treat no less than the average daily sewage flow.~~ ~~Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards.~~ The per capita Level of Service standard for sanitary sewer shall be 122 gallons per capita per day.
Fire Flow	Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Rescue Department, minimum fire flows based on the land use served shall be maintained as

follows:

Land Use:	Min. Fire Flow (gpm) ~~Gallons Per Minute~~
Single Family Residential Estate	~~750~~ 500
Single Family and Duplex; Residential on minimum lots of 7,500 sf	750
Multi-Family Residential (Low Medium Density), Semiprofessional Offices	1,500
Multi-Family Residential (Medium and High Density)	2,000
Hospitals, Schools, Business and Industry	~~2~~3,000
~~Commercial/Industrial~~	~~3,000~~

* * *

Potable Water	Regional treatment. System shall operate with a maximum daily rated capacity that is no less than 2% above maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. User LOS. Maintain capacity to produce and deliver ~~126.82~~ 120.26 gallons per capita per day systemwide. Water Quality. Shall meet all county, state and federal primary potable water standards. Countywide Storage. Storage capacity for finished water shall equal no less than 15% of countywide average daily demand.

Objective I-5 Monitoring Measures:

1. Achievement of regional water conservation goals.
2. The City's Work Plan Update shall remain consistent with the County's ~~2~~10-Year Supply Facilities Work Plan Update, which is compatible with the Miami Dade County Water Use Permit renewals and with projects as listed in the South Florida Water Management District's 201~~3~~8 Lower East Coast Regional Water Supply Plan Update. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

Policy I-5.4: The City of Opa-Locka must adopt by reference into its Comprehensive Plan the City of Opa-Locka 201~~5~~22 ~~2~~10-year Water Supply Facilities Work Plan Update (Work Plan Update) adopted ~~May 25, 2016~~ XXXX, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approves its 201~~3~~8 Lower East Coast Water Supply Plan Update. The Work Plan will be updated, at a minimum, every 5 years. The City of Opa-Locka 201~~5~~22 ~~2~~10-year Water Supply Facilities Work Plan Update is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the City's water demands for a 20-year period.

Policy I-5.5: Comply with the 20~~15~~22 ~~2~~10-year Water Supply Facilities Work Plan Update adopted on ~~May 25, 2016~~ XXXX and incorporate such Work Plan Update into the City of Opa-Locka Comprehensive Plan.

Conservation Element

Policy C-3.5: The implementation of the 20~~15~~22 ~~2~~10-year Water Supply Facilities Work Plan Update will ensure that adequate water supplies and public facilities are available to serve the water supply demands of the City's growing population.

Policy C-3.7: By July 1, 2024, the City shall adopt conservation measures by ordinance in conformance with the SFWMD's Mandatory Year-Round Landscape Irrigation Conservation Measures (as detailed in 40E-24, Florida Administrative code). Specifically, the City ordinance shall prohibit landscape irrigation during those periods of the day when irrigation efficiency significantly decreases, and limit landscape irrigation water use to two days per week. The City ordinance shall further encourage users to apply no more than 3/4 -inch to 1-inch of water per week on their lawns and landscape areas and only as needed to supplement rainfall.

Implementation:

- Who?The City
- How?Through the enforcement of SFWMD's Mandatory Year-Round Landscape Irrigation Conservation Measures
- When? Upon Ordinance adoption

Intergovernmental Coordination

Objective IC-1 Monitoring Measures:

1. Demonstrated compliance with policies IC-1.1 – IC1.8 (ongoing participation in intergovernmental coordination efforts).

Policy IC-1.6: The City shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards within the Miami-Dade County Water and Sewer Department, Department of Regulatory and Economic Resources, the South Florida Water Management District, and the 201~~3~~8 Lower East Coast Water Supply Plan Update.

Policy IC-1.7: The City will coordinate with the South Florida Water Management District concerning its jurisdictional authority as necessary and

support its efforts concerning the *201~~3~~8 Lower East Coast Water Supply Plan Update*, ACCELER8 Everglades and CERP and the Biscayne Bay Coastal Wetlands Project to protect an Outstanding Florida Water – Biscayne Bay. The City hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted ~~February 4, 2015~~ January 19, 2023, the Miami-Dade Water and Sewer Department ~~2~~10-year Water Supply Facilities Work Plan ~~(2014-2033) Support Data (November 2014)~~, the *201~~3~~8 Lower East Coast Water Supply Plan Update* (LEC) approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on ~~February 9, 2015~~ March 8, 2022, will now expire on ~~February 9, 2035~~ December 27, 2065.

Capital Improvements

Policy CI-3.1: The City shall utilize the following level of service standards as the basis for determining facility capacity and the demand generated by development.

FACILITY	LEVEL OF SERVICE STANDARDS
Sanitary Sewer Facilities	The ~~system shall maintain the~~ wastewater treatment plants shall operate with a physical capacity of no less than ~~to collect and dispose of 102 percent of~~ the average daily influent sewage flow for the ~~system demand for the~~ preceding ~~five years~~ 12 months. Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards. The system shall collectively maintain the capacity to collect and dispose of no less than 102 percent of the average daily influent sewage system flow for the preceding five years accounting for reserved capacity. The maximum daily flow shall be determined by calculating the average of the highest five single

<table>
<tr><td></td><td>day flows for the previous 12 months. The annual average daily influent sewage flow shall be calculated as the average of the daily volume received at the facility over a 12-month period.

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The per capita Level of Service standard for sanitary sewer shall be 122 gallons per capita per day.</td></tr>
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~~Gallons Per Minute~~</td></tr>
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500</td></tr>
<tr><td>Single Family and Duplex; Residential on minimum lots of 7,500 sf</td><td>750</td></tr>
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</table>
</td></tr>
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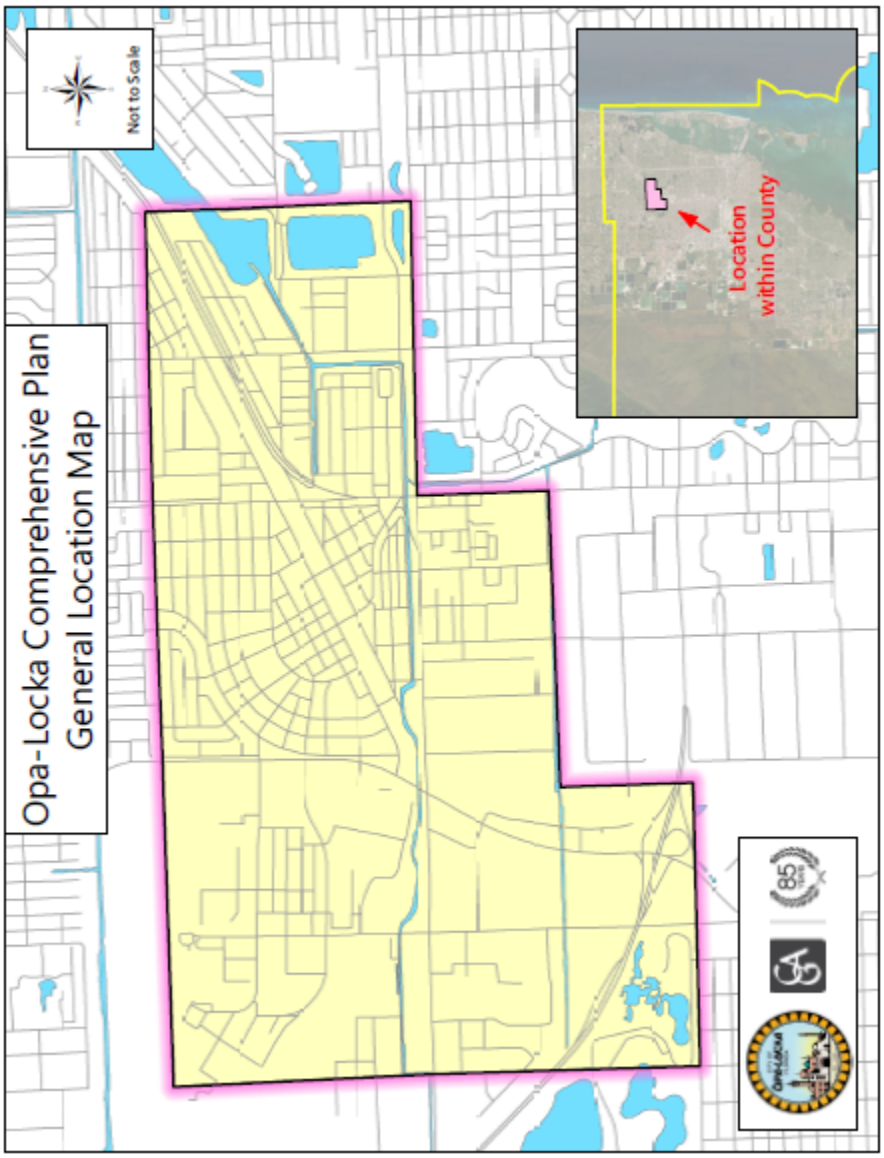
	<table><tr><td><u>Multi-Family Residential (Medium and High Density)</u></td><td><u>2,000</u></td></tr><tr><td>Hospitals, Schools, <u>Business and Industry</u></td><td><s>2</s><u>3</u>,000</td></tr><tr><td><s>Commercial/Industrial</s></td><td><s>3,000</s></td></tr></table>
* * *	
Potable Water	Regional treatment. System shall operate with a maximum daily rated capacity that is no less than 2% above maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. User LOS. Maintain capacity to produce and deliver <s>126.82</s> <u>120.26</u> gallons per capita per day systemwide. Water Quality. Shall meet all county, state and federal primary potable water standards. Countywide Storage. Storage capacity for finished water shall equal no less than 15% of countywide average daily demand.

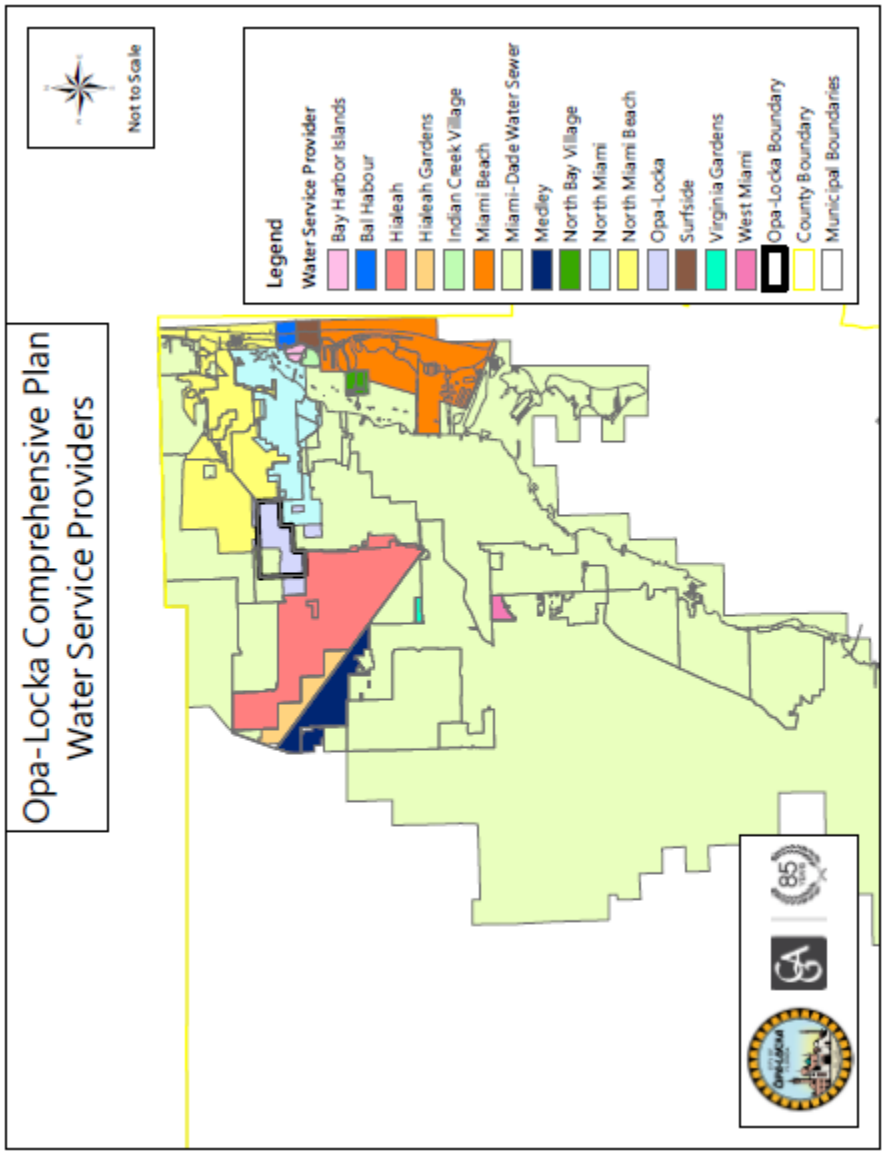
FIGURES

Figure 1



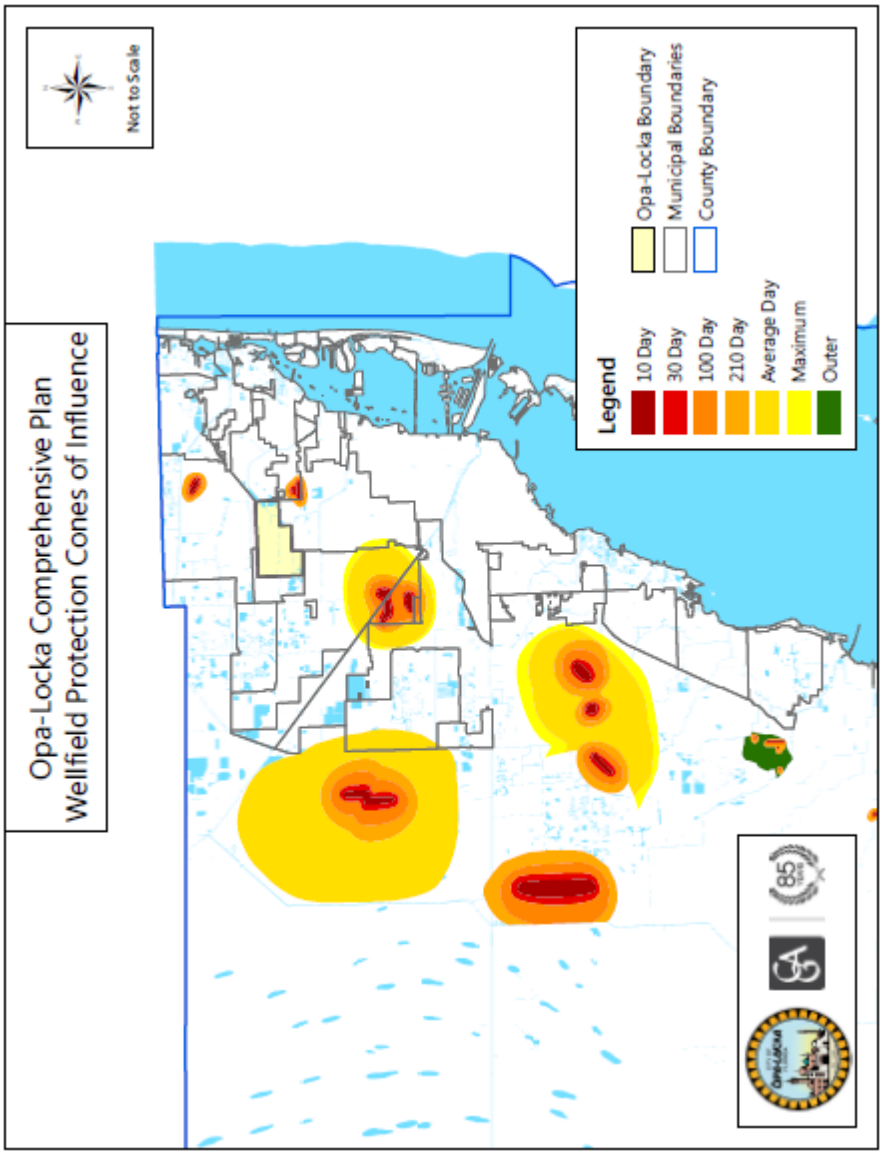
Source: Miami-Dade County Land Management Database, October 2023

Figure 2



Source: Miami-Dade County Land Management Database, October 2023

Figure 3



Source: Miami-Dade County Land Management Database, October 2023

ATTACHMENTS

Miami-Dade County Final Recommendations Report to Amend the CDMP
(Adopted January 19, 2023)

Miami-Dade County 10-Year Water Supply Facilities Work Plan
(April 2022)

MDWASD Water Conservation Plan
(November 2020)

City of Opa-locka Re-submittal Proposed Comprehensive Plan (EAR-based Amendments)

Alex David <ADavid@cgasolutions.com>

Tue 1/23/2024 5:05 PM

To:Stansbury, James <james.stansbury@deo.myflorida.com>;Powell, Barbara <barbara.powell@deo.myflorida.com>; compPlans@fldoe.org <compPlans@fldoe.org>;Plan_Review <Plan.Review@dep.state.fl.us>; compliancepermits@DOS.MyFlorida.com <compliancepermits@DOS.MyFlorida.com>;DOT 6 <shereen.yeefong@dot.state.fl.us>;Isabel Cosio Carballo <isabelc@sfrpc.com>;Kathe Lerch <klerch@sfrpc.com>;SFRPC Admin <sfadmin@sfrpc.com>;ajeffers@sfwmd.gov <ajeffers@sfwmd.gov>;South Florida Local Gov Plan <SFLOCALGOVPLAN@sfwmd.gov>;Jerry.Bell@miamidade.gov <Jerry.Bell@miamidade.gov>;Cook, Derrick <dcook@northmiamifl.gov>;Storch, Debora <DStorch@hialeahfl.gov>;nsmith@miamigardens-fl.gov <nsmith@miamigardens-fl.gov>;Gregory Gay <ggay2@Opalockafl.gov>;Antonio Augello <aaugello@cgasolutions.com>;Alex David <ADavid@cgasolutions.com>;Karla Ebenbach <karla@ebenbach.com>;Williams, Jana <Jana.Williams@Commerce.FL.gov>
Cc:Gerald J. Lee <gjlee@OpaLockafl.gov>;Jada Antoine <jantoine@Opalockafl.gov>;Joanna Flores <jflores@Opalockafl.gov>; Burnadette Norris-Weeks <bnorris@apnwplaw.com>

1 attachments (8 MB)

OPL (Comp Plan + WSP) 1st reading Transmittal Package 012324 vcom.pdf;

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon – we wish to re-transmit the consolidated package containing the proposed Comprehensive Plan, Property Rights and Water Supply Plan update (EAR-based Amendments) for the City of Opa-locka to the required agencies.

The Department is requiring a consolidated submittal package and therefore the amendments are being resubmitted. The original Comprehensive Plan and Water Supply Plan transmittals were sent separately on January 18, 2024, are hereby withdrawn.

This package has also been uploaded to the FlCommerce website.

Please contact me if you have any questions or comments.

Thank you!

Alex A. David, AICP
Director Miami-Dade Office | Planning

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
2103 Coral Way | Suite 810 | Miami, FL 33145
Office: 786.485.5200 | Direct: 786.485.5192 | Fax: 786.485.1520 | Cell: 786.514.0121

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

January 23, 2024

James Stansbury, Chief
Bureau of Comprehensive Planning
Florida Department of Commerce
107 East Madison Street
Caldwell Bldg., MSC 160
Tallahassee, Florida 32399-4120

RE: Transmittal of the Consolidated City of Opa-locka First Reading Package of the Proposed Comprehensive Plan (including Property Rights Element) and Water Supply Plan (EAR-based Amendments)

Dear Mr. Stansbury:

The City of Opa-locka ("the City") is pleased to transmit this consolidated first reading package to include the above referenced amendments.

The Department is requiring a consolidated submittal package and therefore the amendments are being resubmitted. The original Comprehensive Plan and Water Supply Plan transmittals were sent separately on January 18, 2024 are hereby withdrawn.

This EAR-Based Amendment transmittal is being submitted pursuant to Sec. 163.3184(4), F.S., State Coordinated Review Process. These items were considered during public hearings of the City's LPA on December 12, 2023 and for First Reading on January 10, 2024, by the City Commission.

The City is not located in an area of critical state concern (Big Cypress, Green Swamp, Key West and the Florida Keys, Apalachicola Bay or Brevard Barrier Island Area); Orange, Lake or Seminole County, or; the Wekiva River Protection Area. The amendments are not adopted under a joint planning agreement.

As part of this submittal, we have included the following:

1. Agency Transmittal List
2. Opa-locka Commission Meeting Agenda 011024 (Item 16.A.1. – Comprehensive Plan; and Item 16.A.2. – Water Supply Plan)
3. Comprehensive Plan Ordinance No. 2024-XX (First Reading)
4. Proposed Comprehensive Plan (EAR-based Amendments)
5. Comprehensive Plan Sign-In Sheet (011024)
6. Commission Comprehensive Plan Powerpoint Presentation

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

2103 Coral Way
Suite 810
Miami, FL 33145
786.485.5200 phone
786.485.1520 fax

www.cgasolutions.com

7. Water Supply Plan Ordinance No. 2024-XX (First Reading)
8. Proposed Water Supply Plan
9. Water Supply Plan Sign-In Sheet (011024)

This submittal will be sent to all agencies on the Transmittal List and also be uploaded to the DEO website.

Please contact me if you require further assistance with this matter at (786)485-5192 or adavid@cgasolutions.com.

Sincerely,



Alex A. David, Director
Miami-Dade Office | Planning
Planning Consultant to the City

Attachments

cc: Barbara Powell, DEO
Jana Williams, DEO
Morgan Runion, Department of Education
Plan Review, Department of Environmental Protection
Alissa S. Lotane, Department of State
Shereen Yee Fong, Department of Transportation District Six
Isabel Cosio Carballo, South Florida Regional Planning Council
Kathe Lerch, South Florida Regional Planning Council
Althea Jefferson, South Florida Water Management District
Jerry H. Bell, Miami-Dade Regulatory and Economic Resources
Derrick Cook, City of North Miami
Debora Storch, City of Hialeah
Nakeischea Smith, City of Miami Gardens
Gregory Gay, City of Opa-Locka
Alex A. David, AICP, Calvin, Giordano & Associates
Antonio Augello, Calvin, Giordano & Associates
Karla Ebenbach, Ebenbach Consulting

City of Opa-locka
Agency Transmittal List

State and Regional Agencies

FloridaCommerce, Bureau of Comprehensive Planning and Growth
State Land Planning Agency
Caldwell Building
107 East Madison – MSC 160
Tallahassee, FL 32399-4120
Attention: James Stansbury, Chief
Email: James.Stansbury@Commerce.fl.gov and https://floridajobs.secure.force.com/cp/

FloridaCommerce
Bureau of Comprehensive Planning
107 East Madison Street
Caldwell Bldg., MSC 160
Tallahassee, FL 32399
Attention: Barbara Powell, Plan Processing Administrator
Email: barbara.powell@Commerce.fl.gov

Department of Education
Office of Education Facilities
325 West Gaines Street, Suite 1014
Tallahassee, FL 32399-0400
Attention: Morgan Runion
Email: CompPlans@fldoe.org

Department of Environmental Protection
Office of Intergovernmental Programs
2600 Blair Stone Road, Mail Station 47
Tallahassee, FL 32399-2400
Attention: Plan Review
Email: Plan.Review@dep.state.fl.us

Department of State
Bureau of Historic Preservation
500 South Bronough Street
Tallahassee, FL 32399-0250
Attention: Alissa S. Lotane, State Historic Preservation Officer
Email: CompliancePermits@DOS.MyFlorida.com

Department of Transportation, District Six
Intermodal Systems Development
1000 NW 111 Avenue, Room 611-A
Miami, FL 33172
Attention: Shereen Yee Fong, Transportation Planner IV
Email: Shereen.Yeefong@dot.state.fl.us

South Florida Regional Planning Council
One Oakwood Boulevard, Suite 221
Hollywood, FL 33020
Attention: Isabel Cosio Carballo, Executive Director
Email: isabelc@sfrpc.com, klerch@sfrpc.com and sfadmin@sfrpc.com

South Florida Water Management District
3301 Gun Club Road, MSC 4223
West Palm Beach, FL 33406
Attention: Althea Jefferson, AICP, Policy and Planning Analyst, Water Supply Coordination
Email: AJeffers@sfwmd.gov and SFLOCALGOVPLAN@sfwmd.gov

Local Agencies

Miami-Dade County
Department of Regulatory and Economic Resources, Planning Division
111 NW First Street, 12th Floor
Miami, FL 33128
Attention: Jerry H. Bell, AICP, Assistant Director for Planning
Email: jerry.bell@miamidade.gov

City of North Miami
Community Planning & Development Department
12400 NE 8 Avenue
North Miami, FL 33161
Attention: Derrick Cook, AICP, MBA
Email: dcook@northmiamifl.gov

City of Hialeah
Planning and Zoning Department
501 Palm Avenue, 2nd Floor
Hialeah, FL 33010
Attention: Debora Storch, Planning & Zoning Official
Email: dstorch@hialeahfl.gov

City of Miami Gardens
Planning and Zoning Department
18605 NW 27 Avenue
Miami Gardens, FL 33056
Attention: Nakeischea Smith, Planning and Zoning Director
Email: nsmith@miamigardens-fl.gov

City of Opa-Locka
Planning & Community Development Department
780 Fisherman Street, Fourth Floor
Opa-Locka, FL 33054
Attention: Gregory Gay, Planning & Community Development Department
Email: ggay2@Opalockafl.gov

Calvin, Giordano & Associates
2103 Coral Way, Suite 810
Miami, FL 33145
Attention: Alex A. David, AICP
Email: adavid@CGASolutions.com

Calvin, Giordano & Associates
2103 Coral Way, Suite 810
Miami, FL 33145
Attention: Antonio Augello
Email: aaugello@CGASolutions.com

Ebenbach Consulting, LLC
Attention: Karla Ebenbach, AICP
Email: Karla@Ebenbach.com

CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, January 10, 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
Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

“If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
January 10, 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 - December 12, 2023

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

10. **PUBLIC PRESENTATIONS:**

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

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

13. **ADMINISTRATION:**

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING AN AGREEMENT WITH BRYANT MILLER OLIVE P.A. TO PROVIDE BOND COUNSEL SERVICES FOR THE CITY'S DEBT RELATED FINANCING; PROVIDING FOR ADOPTION OF**

REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING AN AGREEMENT WITH GREENSPOON MARDER, LLP TO PROVIDE BOND COUNSEL SERVICES FOR THE CITY'S DEBT RELATED FINANCING; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PURCHASE A NEW CITY BUS TO BE UTILIZED FOR THE TRANSPORTATION OF SENIOR CITIZENS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING INTERIM CITY MANAGER DARVIN WILLIAMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR A PUBLIC RELATIONS AND MARKETING CONSULTANT CONSISTENT WITH THE SCOPE OF SERVICES OUTLINED IN EXHIBIT "A", ATTACHED HERETO; 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, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR QUALIFIED FINANCIAL INSTITUTIONS TO OFFER FINANCING TERMS FOR THE REFINANCING OF CERTAIN CURRENT CITY DEBT AND CERTAIN CAPITAL PROJECTS IN AN RFP FORM TO BE APPROVED BY THE CITY ATTORNEY PRIOR TO ISSUANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THREE BIDS FOR COMMUNITY ENGAGEMENT SERVICES IN CONNECTION WITH EDUCATING THE PUBLIC ON THE NEED TO REFINANCE A BOND FOR CERTAIN INGRAM PARK IMPROVEMENTS AND FOR AIR CONDITIONING CHILLER REPAIR SERVICES AT THE CITY'S**

MUNICIPAL COMPLEX; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SELECTION OF POPULAR BANK AS AN EXEMPTION TO COMPETITIVE PROCUREMENT; 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 EXECUTION FOR THE ENVIRONMENTAL REVIEW EXCEPTION FORM AND OTHER NECESSARY DOCUMENTS RELATED TO THE CANAL PROJECT GRANT REQUEST FOR THE CANAL LOCATED AT NW 127TH STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR PAVEMENT RESURFACING THROUGHOUT THE CITY, FOR PHASE V OF THE CITY SIDEWALK INSTALLATION PROJECT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-EIGHT THOUSAND, FOUR HUNDRED THIRTY SIX DOLLARS AND EIGHTEEN CENTS ($258,436.18); 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 INTERIM CITY MANAGER TO ENTER INTO A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING CITY FUNDING TO SUPPORT A 50% GRANT MATCHING REQUIREMENT FOR AN AMOUNT UP TO THREE HUNDRED, FORTY-NINE THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS ($349,476.00) TO SERVICE A SOUTHERN ROUTE SHUTTLE BUS FOR RESIDENTS OF THE CITY AND ADJACENT AREAS; 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, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR THE SESAME STREET CULVERT REPLACEMENT WITHIN THE CITY, PURSUANT TO RFP NO. 23-1016200 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 ONE MILLION, TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00) 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*

14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION THAT WAS SUBMITTED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM; 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, ACCEPTING THE PROPOSAL OF CHEN MOORE AND ASSOCIATES, INC. FOR CITYWIDE URBAN FOREST PLAN SERVICES, PURSUANT TO RFP NO. 23-1128200 AND FURTHER AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CHEN MOORE AND ASSOCIATES, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY SEVEN THOUSAND, SIX HUNDRED SIXTY DOLLARS ($87,660.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

16. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE REHABILITATION OF LIFT STATIONS 9 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

17. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT A PILOT PROGRAM TO ELIMINATE FATS, OIL, AND GREASE (FOG) IN THE CITY'S SANITARY SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

18. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO REQUEST THAT MIAMI-DADE COUNTY CONDUCT A FEASIBILITY STUDY TO INSTALL A PEDESTRIAN CROSSWALK ON FISHERMAN STREET IN FRONT OF CITY HALL, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

19. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, TWELVE DOLLARS ($41,012.00), FOR THE DIRECT PURCHASE OF TWO SUBMERSIBLE REPLACEMENT PUMPS FOR PUMP STATION NO. 14., WITHIN THE CITY;**

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

20. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND, SIX HUNDRED THIRTY DOLLARS ($28,630.00), FOR THE DIRECT PURCHASE OF A SUBMERSIBLE REPLACEMENT PUMP FOR PUMP STATION NO. 11-A, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

21. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH IN-PIPE TECHNOLOGY COMPANY, INC., IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE DIRECT PURCHASE OF AN AOP-16 LIFT STATION ODOR CONTROL UNIT FOR PUMP STATION NO. 11-A, WITHIN THE CITY PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

22. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF MIAMI BEACH POLICE DEPARTMENT, ATTACHED HERETO AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

23. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE RETIREMENT AND CONVEYANCE OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT CANINE THOR TO HIS HANDLER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

24. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF KING'S WRECKER SERVICE, INC. FOR CITYWIDE TOWING SERVICES, PURSUANT TO RFP NO. 23-1019200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KING'S WRECKER SERVICE, INC. FOR SAID SERVICES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

25. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK**

THE OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT WITH AFFORDABLE INTERIOR SYSTEMS, INC., IN AN AMOUNT NOT TO EXCEED SIXTY-ONE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND FORTY-FIVE CENTS ($61,336.45) TO FURNISH THE POLICE DEPARTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION REQUEST FOR THE CONSTRUCTION OF A TWIN HOME BUILDING IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1), ON THE PROPERTY LOCATED AT THE CORNER OF NW 17TH AVENUE AND OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2122-018-0200; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A TWIN HOME BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF NW 17TH AVENUE AND OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2122-018-0200 IN THE R-1 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT**

MASTER PLAN TO INCORPORATE THE ADOPTED 2022 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE AND TO STRENGTHEN THE COORDINATION BETWEEN WATER SUPPLY PLANNING AND LOCAL LAND USE PLANNING BY AMENDING CERTAIN OBJECTIVES AND POLICIES IN THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6), FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

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 FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-FOUR CENTS ($470,841.24); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, ENTITLED "OFF-STREET PARKING AND LOADING REQUIREMENTS" TO SPECIFICALLY AMEND SECTION 2-152(F) ENTITLED "GENERAL PRINCIPLES" TO PROVIDE FOR OUTDOOR STORAGE OF VEHICLES ONLY IN A DESIGNATED PARKING SPACE, PROHIBITING DOUBLE PARKING AND REQUIRING THAT ALL AREAS ARE FREE FROM UNSIGHTLY CONDITIONS; AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, SPECIFICALLY SECTION 2-160 (C)(4) ENTITLED "PERMITTED OFF-STREET PARKING" TO REQUIRE A CURRENT VALID LICENSE PLATE FOR RESIDENTIAL PARKING AND FURTHER REQUIRING THAT VEHICLES PARKED AT COMMERCIAL AND INDUSTRIAL FACILITIES HAVE A VALID LICENSE PLATE AND OR BILL OF SALE AND WORK ORDER POSTED VISIBLY ON THE DRIVER'S SIDE WINDOW, INCLUDING VIN NUMBER FOR VEHICLE, BUSINESS NAME, ADDRESS AND TELEPHONE NUMBER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

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

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)
1 individual appointment (Commissioner Kelley)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **City of Opa-locka Community Baby Shower hosted by Commissioner Dr. Sherelean Bass, Sunday, January 7, 2024 from 1:30 PM to 4:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL. For more info, please call (305) 953-2868 Ext. 1104.**

2. **City of Opa-locka Walking One Stop hosted by Vice Mayor Natasha L. Ervin, the Opa-locka Police Department and Wayne Rawlins, Monday, January 8, 2024 from 9:30 AM - 12:00 PM, Magnolia North (Triangle area), Opa-locka, FL. Please call (305) 681-1033 for more information.**

3. **City of Opa-locka Swearing In Ceremony for Chief Kenneth Ottley and Assistant Chief Robin Starks, Monday, January 8, 2024 at 6:00 PM, Sherbondy Village Community Center, 215 Perviz Avenue, Opa-locka, FL. RSVP: kconde@opalockapd.com**

4. **City of Opa-locka Mayor & Commission invite you to the Annual Dr. Martin Luther King Jr. Walk, Saturday, January 13, 2024 at 9:00 AM. Starting location: Southwest corner of NW 151st Street and NW 27th Avenue.**

5. **City of Opa-locka Special Planning & Zoning Board of Appeals Meeting, Tuesday, January 16, 2024 at 7:00 p.m., City Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

6. **Opa-locka Community Redevelopment Agency Special Meeting, Tuesday, January 23, 2024 at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.**

7. **City of Opa-locka State of the City Address presented by the Honorable Mayor John H. Taylor Jr., Wednesday, January 31, 2024 at 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL. RSVP required by calling (305) 953-2800 or emailing jflores@@opalockafl.gov..**

8. **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, February 7, 2024 from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.**

9. **City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, February 12, 2024 at 6:00 PM at a location to be determined.**

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

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

Sponsored by: City Manager

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1)), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions including those relating to Comprehensive Planning, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 2.5 of the City Charter of the City of Opa-Locka ("City") empowers the City Commission to adopt, amend, or repeal such ordinances as may be required for the proper governing of the City; and

WHEREAS, pursuant to F.S. 163.3191(1), at least once every 7 years ("Evaluation and Appraisal Cycle"), each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements in Part II of Chapter 163, Florida Statutes, since the last update of the local government's comprehensive plan, and notify the state land planning agency as to its determination; and

WHEREAS, City of Opa-Locka City Commission recognizes that, periodically, it is necessary to amend the City Comprehensive Development Master Plan (the "Plan") in order to ensure that the Plan is current and consistent with the City's planning and regulatory needs; and

WHEREAS, the City Commission finds that the proposed evaluation and appraisal based text amendments, attached hereto as Exhibit "A", and incorporated herein by reference, will help strengthen the City's long-term ability to protect its residential neighborhoods and improve overall community character and quality of life; and

WHEREAS, the City Commission desires to comply with state law and adopt the text amendments to the City's Comprehensive Plan in the form prescribed by law; and

WHEREAS, notice was publicly advertised as required by City and State regulations regarding text amendments to the Comprehensive Plan; and,

WHEREAS, on December 12, 2023, the Planning and Zoning Appeals Board, as the local planning agency for the City held its hearing on this proposed Ordinance with due public notice and input, and recommended its adoption by a 5-0 vote; and

WHEREAS, on January 10, 2023, the City Commission held a first reading and public hearing of this proposed Ordinance; and

WHEREAS, the City Commission voted to transmit the proposed evaluation and appraisal based text amendments to the Comprehensive Plan to state agencies, after first reading, for review pursuant to Section 163.3184(3)(b), Florida Statutes; and

WHEREAS, on July 24, 2024, the City Commission held a second reading and public reading of this proposed Ordinance with due public notice and input; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida, finds that it is in the best interest of the City and its residents amended the City Comprehensive Plan to incorporate the proposed text amendments, pursuant to Section 163.3184, Florida Statutes, as provided in Exhibit "A".

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The above recitals are true and correct and incorporated into this Ordinance by reference.

SECTION 2. AMENDING THE CITY OF OPA-LOCKA COMPREHENSIVE PLAN.

The City of Opa-Locka, Florida, Comprehensive Plan is hereby amended to incorporate the proposed text amendment, pursuant to Section 163.3184, Florida Statutes, as provided in Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. CONFLICT AND REPEALER.

Any provision of any City of Opa-Locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION.

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.

That pursuant to Florida Law, the Comprehensive Plan amendment(s) adopted by this Ordinance shall not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to comply.

PASSED FIRST READING this 10th day of January, 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)

Docusign Envelope ID: 8B1D20C7-3325-444D-8036-9C3ED47D3453

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by: Gregory Gay			
City Manager:	Darvin E. Williams			**CM Signature**	DocuSigned by: C46C07C1E8DE492...			
Commission Meeting Date:	July 24, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
					X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					X			
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X		X	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1)), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions including those relating to Comprehensive Planning, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law. Section 2.5 of the City Charter of the City of Opa-Locka ("City") empowers the City Commission

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to adopt, amend, or repeal such ordinances as may be required for the proper governing of the City of Opa-locka.

Florida Statute 163.3191(1) requires that at least once every 7 years ("Evaluation and Appraisal Cycle"), each municipality must evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements, reflect changes in conditions, be consistent with the City's planning and regulatory needs and vision.

The last major update to the Comprehensive Plan occurred in 2015 (adoption date July 22, 2015). The proposed Comprehensive Plan Update is attached with changes shown as new wording (underlined) and deletions (~~strikethrough~~).

The changes were based on some of the challenges and opportunities the City of Opa-locka faces based on Commission, HEPB, PZAB, CRA, Ten North Group, Community and Staff Input and addresses: Florida Statute Changes, Sustainability and Resiliency, Housing, Water Supply Planning, Infrastructure, Economic Development and Redevelopment, Property Rights, Current and Future Growth.

HISTORY

To date, a number of meetings and individual interviews have taken place and which include:

- Staff Project Kickoff – 12/07/22
- Project Kickoff/Introduction – City Commission – 01/11/23
- PZAB Workshop – 03/07/23
- Interviews with City Commission, Members of City Boards and City Staff
- Commission Workshop – 10/25/23

During this time the:

- Property rights element was approved at 1st Reading by Commission
- Research and Analysis was conducted/completed
- Draft Comprehensive Plan (Update) was completed

The changes, as proposed, will help strengthen the City's long-term ability to protect its residential neighborhoods and improve overall community character and quality of life.

After recommendation by the Planning and Zoning Appeals Board to the City Commission and first reading by the Commission the proposed amendments to the Comprehensive Plan will be transmitted to the Florida Commerce Department and other review agencies. Once agency reviews are completed the item will be scheduled for second reading (adoption).

Financial Impact- There is no financial impact for this item and therefore will have no impact on the future of the General Fund sustainability.

Proposed Action:

PCD Staff recommends approval of these Comprehensive Plan Amendments.

Docusign Envelope ID: 8B1D20C7-3325-444D-8036-9C3ED47D3453

Attachment:

Draft Ordinance
Draft "The 2035/2045 Sustainable Opa-locka Comprehensive Plan Update"
PZAB/City Commission PowerPoint Presentation

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum

☐ **Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☒ **Miami-Dade Office** · 2103 Coral Way · Suite 810 · Miami, FL 33145 · 786.485.5200(p)

TO: Planning and Zoning Appeals Board
(Local Planning Agency)
City of Opa-Locka

VIA: Gregory D. Gay, AIA-NAM, Director
Planning & Community Development Department
City of Opa-Locka

FROM: Alex A. David, AICP
Calvin, Giordano & Associates
City Planning Consultant

CC: Karla Ebenbach
Ebenbach Consulting

Antonio Augello
Clavin, Giordano & Associates

SUBJECT: Evaluation and Appraisal Based Amendments to the City Comprehensive Development Master Plan (*2035/2045 Sustainable Opa-Locka*)

DATE: November 14, 2023

Florida Statute 163.3191(1) requires that at least once every 7 years ("Evaluation and Appraisal Cycle"), each municipality must evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements, reflect changes in conditions, be consistent with the City's planning and regulatory needs and vision.

The last major update to the Comprehensive Plan occurred in 2015 (adoption date: July 22, 2015). The proposed Comprehensive Plan Update is attached with changes shown as new wording (<u>underlined</u>) and deletions (~~strikethrough~~).

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The changes, as proposed, will help strengthen the City's long-term ability to protect its residential neighborhoods and improve overall community character and quality of life.

After recommendation by the Planning and Zoning Appeals Board to the City Commission and first reading by the Commission the proposed amendments to the Comprehensive Plan will be transmitted to the FloridaCommerce Department and other review agencies. Once agency reviews are completed the item will be scheduled for second reading (adoption).

RECOMMENDATION

Recommendation of approval to the City Commission of "The 2035/2045 Sustainable Opa-locka Comprehensive Plan Update", including all text and map amendments.

Attachments

Draft "The 2035/2045 Sustainable Opa-locka Comprehensive Plan Update"
Draft Ordinance - adopting text and map amendments
PZAB Powerpoint Presentation

Comprehensive Plan Update (2035/2045)

Planning Zoning and Appeals Board

November 14, 2023



CITY OF OPA-LOCKA FLORIDA

The city of bright opportunities

@opalockafl

EBENBACH CONSULTING LLC

85 YEARS

PROJECT UPDATE!

Where We're At Today and What We've Done!

Meetings

- Staff Kickoff – 12/07/22
- Kickoff – City Commission – 01/11/23
- PZAB Workshop – 03/07/23
- Interviews with City Commission, Boards and City Staff
- Property rights element was approved at 1st Reading by Commission
- Research and Analysis
- Draft Comprehensive Development Master Plan (Update)
- Commission Workshop – 10/25/23

Comprehensive Plan Review Process

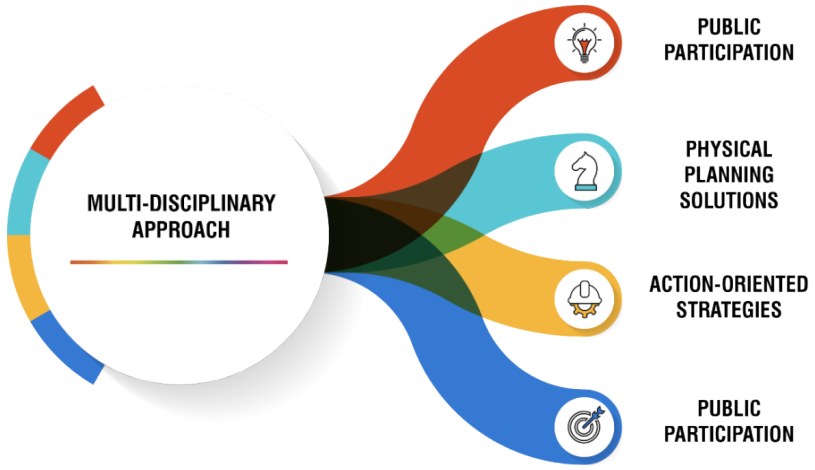
We identified some of the challenges and opportunities the City of Opa-Locka faces based on Commission, HEPB, PZAB, CRA, Ten North Group, Community and Staff Input.

The updated plan addresses changes such as:

- Sustainability and Resiliency
- Housing
- Water Supply Planning
- Infrastructure
- Economic Development and Redevelopment
- Property Rights
- Current and Future Growth
- Florida Statute Changes

Comprehensive Plan Review Process

TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TASK 8
Public Kick-Off and Review of Existing Plan	Data Collection and Assessment Report	Review of Existing Plans	Community Visioning Process	Assessment of Future Demands and Opportunities	Goals, Objectives and Policies Development	Comprehensive Plan Update (Draft)	Comprehensive Plan Update (Final Draft)



PROPOSED CHANGES TO THE OPA-LOCKA COMREHENSIVE DEVELOPMENT MASTER PLAN (UPDATE)

FUTURE LAND USE ELEMENT

- Created new land use designations to match Proposed Future Land Use Map: Low-Moderate and split up Civic into Civic, Airport, Parks, Utilities and Water
- Changed Planning Horizons to 2035/2045 to meet Florida Statute requirements
- More focus on retail, neighborhood uses and the public realm
- Enhancing, beautifying downtown
- Strengthen developer requirements and incentives for public benefits
- Enhanced code enforcement strategies
- Starting to touch on Housing, Historic Resources, Climate Resiliency
- Recreated maps

REDEVELOPMENT AND ECONOMIC DEVELOPMENT ELEMENT

- Reference the 2021 Downtown Master Plan and create policies
- Reference Opportunity Zones and other county, state and federal programs
- Reference Brownfield redevelopment
- Reference Moorish Design Guidelines for new development
- Add policies to:
  - Minimize commercial displacement due to gentrification or redevelopment
  - Assist in searching for alternative commercial sites with private sector, providing relocation assistance

TRANSPORTATION ELEMENT

- Add policies to:
  - Provide regular resurfacing and restriping of roads where needed, and coordinate the improvement of sidewalks, lighting, street furnishings
  - Ensure that all public streets are kept openly connected and free of barricades
  - Upgrade of bicycle and pedestrian facilities – Complete Streets
  - Increasingly safe and accessible circulation options – Micro-mobility
  - Promote innovative, flexible, and efficient parking solutions
  - Coordinate with Downtown Redevelopment, TODs
  - Transition to municipal electric vehicles
- Recreate Transportation Map Series

HOUSING ELEMENT

- Add policies to:
  - Minimize displacement due to gentrification and providing relocation assistance to displaced households/resident retention through first options
  - Provide for various housing types and group homes at appropriate locations
  - Positively address the social determinants of health in housing and neighborhood design;
  - Protect historically, culturally and architecturally significant housing, and;
  - Increase the energy efficiency of housing units and reduce carbon emissions in new development or redevelopment.
  - Examine and consider adopting an inclusionary zoning ordinance, mandating integration of affordable and/or workforce housing units in proposed development
  - Increase affordable housing opportunities for cost-burdened families
  - Prioritize investments in infrastructure that mitigate chronic flooding in residential neighborhoods
  - Ensure Ten North Group, public/private partnerships, joint ventures and City Departments have capacity to address housing needs

INFRASTRUCTURE AND AQUIFER RECHARGE ELEMENT

- Updated several of the Levels of Service (LOS) to be in line with service provider – Miami-Dade County (Sewer, Water, Fire Flow, Solid Waste) and amend Parks LOS

CONSERVATION ELEMENT

- Add policies to:
  - Add native tree canopy and landscaping in public areas and streets
  - Continue to upgrade all aged City water pipes as needed to minimize system water losses
  - Continue to implement stormwater drainage improvement projects and inspect existing systems
  - Facilitate the conversion of septic tanks to sanitary sewer
  - Promote the remediation and redevelopment of identified brownfields sites
  - Promote green building standards
  - Address energy conservation and continue to advance flooding mitigation efforts
  - Strengthen vegetative buffer specifications
  - Preserve Lake Ingram
  - Provide for electric vehicle charging infrastructure incentives

RECREATION AND OPEN SPACE ELEMENT

- Revisited the Level of Service Standard for Parks changed from ¼ to ½ mile of residential areas
- Added policies to:
  - Promote use of bonus development incentives for additional park space dedication
  - Increase the inventory and distribution of park grounds and facilities, including new pocket parks, throughout the City, prioritizing residential areas where park space is lacking
  - Protect green resources through maintenance
  - Add more programming that serves all age groups
- Added Glorieta, Butterfly Garden and Coachman Gardens Parks to the Parks Map

PUBLIC SCHOOLS AND EDUCATION ELEMENT

- Add policies to:
  - Partner with Universities
  - Promote environmental education and understanding of resilience principles in grades K-12.

- Update Schools Map Series

INTERGOVERNMENTAL COORDINATION ELEMENT

- Added agencies that the City coordinates with: Miami-Dade County, South Florida Water Management District

CAPITAL IMPROVEMENTS ELEMENT

- Add policy to:
  - Require that when constructing capital infrastructure improvements, the City shall include an Action Plan to provide clear project schedules, monitor progress, provide regular updates and provide a post completion report

- Cleaned up Level of Service table to match standards of service providers (Water, Sewer)

PROPERTY RIGHTS ELEMENT

- Create new element to comply with Florida Statutes
- Add Goal, Objective and Policies series to ensure that a property owner maintains the right to use, maintain, develop, and improve his or her property

Next Steps

- City Commission will review at First Reading – December 2023
- If approved the amended Comprehensive Plan will be submitted to State and other agencies for review (60 Day Review Period)
- City Commission will review the Plan again at Adoption Hearing – March/April 2024

THANK YOU!

Contact Information:

Gregory Gay, Director
Planning & Community Development Department
City of Opa-locka
GGay2@opalockafl.gov

Alex A. David, AICP, Project Manager, Calvin, Giordano & Assoc.
Adavid@CGASolutions.com

Karla Ebenbach, AICP, LEED, Ebenbach Consulting
Project Subconsultant
Karla@Ebenbach.com

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

EBENBACH CONSULTING LLC

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

January 23, 2024

James Stansbury, Chief
Bureau of Comprehensive Planning
Florida Department of Commerce
107 East Madison Street
Caldwell Bldg., MSC 160
Tallahassee, Florida 32399-4120

RE: Transmittal of the Consolidated City of Opa-locka First Reading Package of the Proposed Comprehensive Plan (including Property Rights Element) and Water Supply Plan (EAR-based Amendments)

Dear Mr. Stansbury:

The City of Opa-locka ("the City") is pleased to transmit this consolidated first reading package to include the above referenced amendments.

The Department is requiring a consolidated submittal package and therefore the amendments are being resubmitted. The original Comprehensive Plan and Water Supply Plan transmittals were sent separately on January 18, 2024 are hereby withdrawn.

This EAR-Based Amendment transmittal is being submitted pursuant to Sec. 163.3184(4), F.S., State Coordinated Review Process. These items were considered during public hearings of the City's LPA on December 12, 2023 and for First Reading on January 10, 2024, by the City Commission.

The City is not located in an area of critical state concern (Big Cypress, Green Swamp, Key West and the Florida Keys, Apalachicola Bay or Brevard Barrier Island Area); Orange, Lake or Seminole County, or; the Wekiva River Protection Area. The amendments are not adopted under a joint planning agreement.

As part of this submittal, we have included the following:

1. Agency Transmittal List
2. Opa-locka Commission Meeting Agenda 011024 (Item 16.A.1. – Comprehensive Plan; and Item 16.A.2. – Water Supply Plan)
3. Comprehensive Plan Ordinance No. 2024-XX (First Reading)
4. Proposed Comprehensive Plan (EAR-based Amendments)
5. Comprehensive Plan Sign-In Sheet (011024)
6. Commission Comprehensive Plan Powerpoint Presentation

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

2103 Coral Way
Suite 810
Miami, FL 33145
786.485.5200 phone
786.485.1520 fax

www.cgasolutions.com

7. Water Supply Plan Ordinance No. 2024-XX (First Reading)
8. Proposed Water Supply Plan
9. Water Supply Plan Sign-In Sheet (011024)

This submittal will be sent to all agencies on the Transmittal List and also be uploaded to the DEO website.

Please contact me if you require further assistance with this matter at (786)485-5192 or adavid@cgasolutions.com.

Sincerely,



Alex A. David, Director
Miami-Dade Office | Planning
Planning Consultant to the City

Attachments

cc: Barbara Powell, DEO
Jana Williams, DEO
Morgan Runion, Department of Education
Plan Review, Department of Environmental Protection
Alissa S. Lotane, Department of State
Shereen Yee Fong, Department of Transportation District Six
Isabel Cosio Carballo, South Florida Regional Planning Council
Kathe Lerch, South Florida Regional Planning Council
Althea Jefferson, South Florida Water Management District
Jerry H. Bell, Miami-Dade Regulatory and Economic Resources
Derrick Cook, City of North Miami
Debora Storch, City of Hialeah
Nakeischea Smith, City of Miami Gardens
Gregory Gay, City of Opa-Locka
Alex A. David, AICP, Calvin, Giordano & Associates
Antonio Augello, Calvin, Giordano & Associates
Karla Ebenbach, Ebenbach Consulting

City of Opa-locka
Agency Transmittal List

State and Regional Agencies

FloridaCommerce, Bureau of Comprehensive Planning and Growth
State Land Planning Agency
Caldwell Building
107 East Madison – MSC 160
Tallahassee, FL 32399-4120
Attention: James Stansbury, Chief
Email: James.Stansbury@Commerce.fl.gov and https://floridajobs.secure.force.com/cp/

FloridaCommerce
Bureau of Comprehensive Planning
107 East Madison Street
Caldwell Bldg., MSC 160
Tallahassee, FL 32399
Attention: Barbara Powell, Plan Processing Administrator
Email: barbara.powell@Commerce.fl.gov

Department of Education
Office of Education Facilities
325 West Gaines Street, Suite 1014
Tallahassee, FL 32399-0400
Attention: Morgan Runion
Email: CompPlans@fldoe.org

Department of Environmental Protection
Office of Intergovernmental Programs
2600 Blair Stone Road, Mail Station 47
Tallahassee, FL 32399-2400
Attention: Plan Review
Email: Plan.Review@dep.state.fl.us

Department of State
Bureau of Historic Preservation
500 South Bronough Street
Tallahassee, FL 32399-0250
Attention: Alissa S. Lotane, State Historic Preservation Officer
Email: CompliancePermits@DOS.MyFlorida.com

Department of Transportation, District Six
Intermodal Systems Development
1000 NW 111 Avenue, Room 611-A
Miami, FL 33172
Attention: Shereen Yee Fong, Transportation Planner IV
Email: Shereen.Yeefong@dot.state.fl.us

South Florida Regional Planning Council
One Oakwood Boulevard, Suite 221
Hollywood, FL 33020
Attention: Isabel Cosio Carballo, Executive Director
Email: isabelc@sfrpc.com, klerch@sfrpc.com and sfadmin@sfrpc.com

South Florida Water Management District
3301 Gun Club Road, MSC 4223
West Palm Beach, FL 33406
Attention: Althea Jefferson, AICP, Policy and Planning Analyst, Water Supply Coordination
Email: AJeffers@sfwmd.gov and SFLOCALGOVPLAN@sfwmd.gov

Local Agencies

Miami-Dade County
Department of Regulatory and Economic Resources, Planning Division
111 NW First Street, 12th Floor
Miami, FL 33128
Attention: Jerry H. Bell, AICP, Assistant Director for Planning
Email: jerry.bell@miamidade.gov

City of North Miami
Community Planning & Development Department
12400 NE 8 Avenue
North Miami, FL 33161
Attention: Derrick Cook, AICP, MBA
Email: dcook@northmiamifl.gov

City of Hialeah
Planning and Zoning Department
501 Palm Avenue, 2nd Floor
Hialeah, FL 33010
Attention: Debora Storch, Planning & Zoning Official
Email: dstorch@hialeahfl.gov

City of Miami Gardens
Planning and Zoning Department
18605 NW 27 Avenue
Miami Gardens, FL 33056
Attention: Nakeischea Smith, Planning and Zoning Director
Email: nsmith@miamigardens-fl.gov

City of Opa-Locka
Planning & Community Development Department
780 Fisherman Street, Fourth Floor
Opa-Locka, FL 33054
Attention: Gregory Gay, Planning & Community Development Department
Email: ggay2@Opalockafl.gov

Calvin, Giordano & Associates
2103 Coral Way, Suite 810
Miami, FL 33145
Attention: Alex A. David, AICP
Email: adavid@CGASolutions.com

Calvin, Giordano & Associates
2103 Coral Way, Suite 810
Miami, FL 33145
Attention: Antonio Augello
Email: aaugello@CGASolutions.com

Ebenbach Consulting, LLC
Attention: Karla Ebenbach, AICP
Email: Karla@Ebenbach.com

CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, January 10, 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
Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

“If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

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

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

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
January 10, 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 - December 12, 2023

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

10. **PUBLIC PRESENTATIONS:**

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

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

13. **ADMINISTRATION:**

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING AN AGREEMENT WITH BRYANT MILLER OLIVE P.A. TO PROVIDE BOND COUNSEL SERVICES FOR THE CITY'S DEBT RELATED FINANCING; PROVIDING FOR ADOPTION OF**

REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING AN AGREEMENT WITH GREENSPOON MARDER, LLP TO PROVIDE BOND COUNSEL SERVICES FOR THE CITY'S DEBT RELATED FINANCING; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PURCHASE A NEW CITY BUS TO BE UTILIZED FOR THE TRANSPORTATION OF SENIOR CITIZENS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING INTERIM CITY MANAGER DARVIN WILLIAMS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR A PUBLIC RELATIONS AND MARKETING CONSULTANT CONSISTENT WITH THE SCOPE OF SERVICES OUTLINED IN EXHIBIT "A", ATTACHED HERETO; 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, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR QUALIFIED FINANCIAL INSTITUTIONS TO OFFER FINANCING TERMS FOR THE REFINANCING OF CERTAIN CURRENT CITY DEBT AND CERTAIN CAPITAL PROJECTS IN AN RFP FORM TO BE APPROVED BY THE CITY ATTORNEY PRIOR TO ISSUANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THREE BIDS FOR COMMUNITY ENGAGEMENT SERVICES IN CONNECTION WITH EDUCATING THE PUBLIC ON THE NEED TO REFINANCE A BOND FOR CERTAIN INGRAM PARK IMPROVEMENTS AND FOR AIR CONDITIONING CHILLER REPAIR SERVICES AT THE CITY'S**

MUNICIPAL COMPLEX; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SELECTION OF POPULAR BANK AS AN EXEMPTION TO COMPETITIVE PROCUREMENT; 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 EXECUTION FOR THE ENVIRONMENTAL REVIEW EXCEPTION FORM AND OTHER NECESSARY DOCUMENTS RELATED TO THE CANAL PROJECT GRANT REQUEST FOR THE CANAL LOCATED AT NW 127TH STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR PAVEMENT RESURFACING THROUGHOUT THE CITY, FOR PHASE V OF THE CITY SIDEWALK INSTALLATION PROJECT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-EIGHT THOUSAND, FOUR HUNDRED THIRTY SIX DOLLARS AND EIGHTEEN CENTS ($258,436.18); 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 INTERIM CITY MANAGER TO ENTER INTO A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING CITY FUNDING TO SUPPORT A 50% GRANT MATCHING REQUIREMENT FOR AN AMOUNT UP TO THREE HUNDRED, FORTY-NINE THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS ($349,476.00) TO SERVICE A SOUTHERN ROUTE SHUTTLE BUS FOR RESIDENTS OF THE CITY AND ADJACENT AREAS; 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, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR THE SESAME STREET CULVERT REPLACEMENT WITHIN THE CITY, PURSUANT TO RFP NO. 23-1016200 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 ONE MILLION, TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00) 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*

14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION THAT WAS SUBMITTED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM; 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, ACCEPTING THE PROPOSAL OF CHEN MOORE AND ASSOCIATES, INC. FOR CITYWIDE URBAN FOREST PLAN SERVICES, PURSUANT TO RFP NO. 23-1128200 AND FURTHER AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CHEN MOORE AND ASSOCIATES, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY SEVEN THOUSAND, SIX HUNDRED SIXTY DOLLARS ($87,660.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

16. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE REHABILITATION OF LIFT STATIONS 9 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

17. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT A PILOT PROGRAM TO ELIMINATE FATS, OIL, AND GREASE (FOG) IN THE CITY'S SANITARY SEWER SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

18. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO REQUEST THAT MIAMI-DADE COUNTY CONDUCT A FEASIBILITY STUDY TO INSTALL A PEDESTRIAN CROSSWALK ON FISHERMAN STREET IN FRONT OF CITY HALL, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

19. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, TWELVE DOLLARS ($41,012.00), FOR THE DIRECT PURCHASE OF TWO SUBMERSIBLE REPLACEMENT PUMPS FOR PUMP STATION NO. 14., WITHIN THE CITY;**

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

20. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH HYDRA SERVICE, INC., IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND, SIX HUNDRED THIRTY DOLLARS ($28,630.00), FOR THE DIRECT PURCHASE OF A SUBMERSIBLE REPLACEMENT PUMP FOR PUMP STATION NO. 11-A, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

21. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH IN-PIPE TECHNOLOGY COMPANY, INC., IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE DIRECT PURCHASE OF AN AOP-16 LIFT STATION ODOR CONTROL UNIT FOR PUMP STATION NO. 11-A, WITHIN THE CITY PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

22. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF MIAMI BEACH POLICE DEPARTMENT, ATTACHED HERETO AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

23. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE RETIREMENT AND CONVEYANCE OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT CANINE THOR TO HIS HANDLER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

24. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF KING'S WRECKER SERVICE, INC. FOR CITYWIDE TOWING SERVICES, PURSUANT TO RFP NO. 23-1019200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KING'S WRECKER SERVICE, INC. FOR SAID SERVICES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

25. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK**

THE OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT WITH AFFORDABLE INTERIOR SYSTEMS, INC., IN AN AMOUNT NOT TO EXCEED SIXTY-ONE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND FORTY-FIVE CENTS ($61,336.45) TO FURNISH THE POLICE DEPARTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION REQUEST FOR THE CONSTRUCTION OF A TWIN HOME BUILDING IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (R-1), ON THE PROPERTY LOCATED AT THE CORNER OF NW 17TH AVENUE AND OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2122-018-0200; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A TWIN HOME BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF NW 17TH AVENUE AND OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2122-018-0200 IN THE R-1 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT**

MASTER PLAN TO INCORPORATE THE ADOPTED 2022 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE AND TO STRENGTHEN THE COORDINATION BETWEEN WATER SUPPLY PLANNING AND LOCAL LAND USE PLANNING BY AMENDING CERTAIN OBJECTIVES AND POLICIES IN THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6), FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

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 FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-FOUR CENTS ($470,841.24); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, ENTITLED "OFF-STREET PARKING AND LOADING REQUIREMENTS" TO SPECIFICALLY AMEND SECTION 2-152(F) ENTITLED "GENERAL PRINCIPLES" TO PROVIDE FOR OUTDOOR STORAGE OF VEHICLES ONLY IN A DESIGNATED PARKING SPACE, PROHIBITING DOUBLE PARKING AND REQUIRING THAT ALL AREAS ARE FREE FROM UNSIGHTLY CONDITIONS; AMENDING ARTICLE VI OF THE CITY'S LAND DEVELOPMENT REGULATIONS, SPECIFICALLY SECTION 2-160 (C)(4) ENTITLED "PERMITTED OFF-STREET PARKING" TO REQUIRE A CURRENT VALID LICENSE PLATE FOR RESIDENTIAL PARKING AND FURTHER REQUIRING THAT VEHICLES PARKED AT COMMERCIAL AND INDUSTRIAL FACILITIES HAVE A VALID LICENSE PLATE AND OR BILL OF SALE AND WORK ORDER POSTED VISIBLY ON THE DRIVER'S SIDE WINDOW, INCLUDING VIN NUMBER FOR VEHICLE, BUSINESS NAME, ADDRESS AND TELEPHONE NUMBER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

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

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)
1 individual appointment (Commissioner Kelley)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **City of Opa-locka Community Baby Shower hosted by Commissioner Dr. Sherelean Bass, Sunday, January 7, 2024 from 1:30 PM to 4:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL. For more info, please call (305) 953-2868 Ext. 1104.**

2. **City of Opa-locka Walking One Stop hosted by Vice Mayor Natasha L. Ervin, the Opa-locka Police Department and Wayne Rawlins, Monday, January 8, 2024 from 9:30 AM - 12:00 PM, Magnolia North (Triangle area), Opa-locka, FL. Please call (305) 681-1033 for more information.**

3. **City of Opa-locka Swearing In Ceremony for Chief Kenneth Ottley and Assistant Chief Robin Starks, Monday, January 8, 2024 at 6:00 PM, Sherbondy Village Community Center, 215 Perviz Avenue, Opa-locka, FL. RSVP: kconde@opalockapd.com**

4. **City of Opa-locka Mayor & Commission invite you to the Annual Dr. Martin Luther King Jr. Walk, Saturday, January 13, 2024 at 9:00 AM. Starting location: Southwest corner of NW 151st Street and NW 27th Avenue.**

5. **City of Opa-locka Special Planning & Zoning Board of Appeals Meeting, Tuesday, January 16, 2024 at 7:00 p.m., City Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

6. **Opa-locka Community Redevelopment Agency Special Meeting, Tuesday, January 23, 2024 at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.**

7. **City of Opa-locka State of the City Address presented by the Honorable Mayor John H. Taylor Jr., Wednesday, January 31, 2024 at 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL. RSVP required by calling (305) 953-2800 or emailing jflores@@opalockafl.gov..**

8. **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, February 7, 2024 from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.**

9. **City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, February 12, 2024 at 6:00 PM at a location to be determined.**

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

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



The 2035/2045 SUSTAINABLE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN UPDATE

CITY OF OPA-LOCKA PLANNING AND COMMUNITY DEVELOPMENT

PREPARED BY: Calvin, Giordano & Associates and Ebenbach Consulting



Acknowledgements

The Honorable **John H. Taylor, Jr.**
Mayor

Natasha L. Ervin
Vice Mayor

Dr. Sherelean Bass
Commissioner

Joseph L. Kelley
Commissioner

Veronica J. Williams
Commissioner

Darvin Williams, Interim City Manager

Burnadette Norris-Weeks, City Attorney

Joanna Flores, City Clerk

Gregory Gay, Director
Planning & Community Development
PCD Staff

Planning and Zoning Appeals Board

We would also like to acknowledge the important contributions of all residents and business owners who participated in this important process as well as City Staff.

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INTRODUCTION AND EXECUTIVE SUMMARY

The great City of Opa-locka's ~~**Sustainable Opa-Locka 20/30 Comprehensive Plan**~~ **2035/2045 Opa-locka at 100: Planning for a Resilient Future Comprehensive Development Master Plan Update** embodies the City's vision for its present and future through the year ~~2030~~2045. This vision is summarized as follows:

~~**In 2030, t**~~**The City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors.**

The ~~Sustainable Opa-locka 20/30 Comprehensive Plan~~ 2035/2045 Comprehensive Development Master Plan Update is comprised of ~~eight~~ nine required and two optional elements that address key aspects of the City's planning program. These elements are as follows:

- The required **Future Land Use Element**, which addresses land use, development, and redevelopment through each of the ~~2030~~ planning horizons.
- The optional **Redevelopment and Economic Development Element**, which addresses economic development and focuses neighborhood and community redevelopment strategies through each of the ~~2030~~ 2035/2045 planning horizons.
- The required **Transportation Element**, which addresses multi-modal transportation needs and strategies through each of the ~~2030~~ 2035/2045 planning horizons.
- The required **Housing Element**, which addresses the provision of decent, safe, sanitary, and affordable housing for all income levels through each of the ~~2030~~ 2035/2045 planning horizons.
- The required **Infrastructure and Aquifer Recharge Element**, which addresses how the City will meet its potable water, drainage, sanitary sewer, solid waste collection and disposal, aquifer recharge, and other infrastructure needs through each of the ~~2030~~ 2035/2045 planning horizons.
- The required **Conservation Element**, which addresses the City's strategy for the protection of local and regional natural resources through each of the ~~2030~~ 2035/2045 planning horizons.
- The required **Recreation and Open Space Element**, which addresses the City's strategy for providing residents with top notch recreational opportunities and park and open space resources through each of the ~~2030~~ 2035/2045 planning horizons.

- The optional **Public Schools and Education Element**, which addresses the City's strategy for providing residents with top notch educational opportunities and facilities through the Miami-Dade County Public Schools planning period.
- The required **Intergovernmental Coordination Element**, which addresses the City's strategy for coordinating with other municipalities and government agencies at the County, State, regional and federal levels through each of the ~~2030~~ 2035/2045 planning horizons.
- The required **Capital Improvements Element**, which addresses the City's strategy for accomplishing the goals, objectives and policies contained in the other elements of the Comprehensive Plan through the funding and implementation of capital projects.
- The required **Property Rights Element**, which addresses the rights of property owners.

~~The Comprehensive Plan is based on the data and analysis and background reports contained in contained in Appendix A., Background Documents and Appendix B, Related Studies Links, and the intensive community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. It meets the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)), and aligns with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative~~.

The Goals, Objectives, Monitoring Measures, and Policies are based on: the data and analysis, public engagement and leadership interviews that went into preparing these documents and finalizing this Comprehensive Development Master Plan Update.

The ~~Sustainable Opa-locka 20/30 Comprehensive Plan~~ 2035/2045 Opa-locka at 100: Planning for a Resilient Future Comprehensive Development Master Plan Update is an ~~major overhaul and~~ update of the City's current adopted Comprehensive Development Master Plan, which had its last substantive update with the adoption of the Evaluation and Appraisal Report-based amendments in 20~~11~~15. The proposed ~~Sustainable Opa-locka 20/30 Plan~~ Comprehensive Development Master Plan Update presents:

- An ~~**new**~~ **amended** **Future Land Use Element** ~~(replacing the current version)~~ that presents unique land use strategies for specific neighborhoods and land use districts, while addressing all statutory requirements and the City's vision.
- An ~~**new**~~ **amended** **Future Land Use Map** that includes ~~a new Downtown Mixed Use District, and the Corridor Mixed Use Overlay District~~ any Future Land Use Map amendments since the time of the last Comprehensive Development Master Plan Update.
- An ~~**new**~~ **amended** **Redevelopment and Economic Development Element** that outlines

specific steps that the City and its partners will take to achieve redevelopment and economic development goals.

- An ~~new~~ amended **Transportation Element** ~~(replacing the current version)~~ that outlines new multi-modal transportation strategies to support the City's vision and development, redevelopment and economic development goals.
- An ~~new~~ amended **Housing Element** ~~(replacing the current version)~~ that establishes specific housing and redevelopment strategies based on updated information about housing and economic development needs, and the projected demand for new or renovated units.
- An ~~substantially~~ **amended Recreation and Open Space Element** that expands the Level of Service Standard to call for at least one acre of recreation and open space with ~~¼~~ ½ mile of all residential areas. This standard will be achieved by requiring the dedication land or fees-in-lieu as a condition for major development or redevelopment approvals.
- An ~~substantially~~ **amended Public Schools and Education Element** that expands the scope to include adult education and training strategies to support economic development initiatives and goals.
- ~~**Updated**~~ **Amended Infrastructure and Aquifer Recharge, Conservation, Intergovernmental Coordination and Capital Improvements Elements** that address and align with current statutory requirements and planning horizons.
- A new **Property Rights Element** that provides for the rights of property owners within the City and which aligns with statutory requirements.
- ~~A reference linking each **Objective** to the relevant **Pillar in the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™;**~~
- ~~New~~ ~~**m**~~**Monitoring measures** for each Objective.
- An **implementation guide** after each Policy~~, and;~~.
- An **updated Map Series** (in GIS).

The **2035/2045 Opa-locka at 100: Planning for a Resilient Future Comprehensive Development Master Plan Update** ~~will~~ provides the blueprint and foundation for the City's land development regulations, capital improvements program, and planning, development and redevelopment activities and programs through the year ~~2030~~2045. Any other City plan, program or regulation adopted or implemented during the planning period must be consistent with this adopted Plan, as it may be amended from time to time.

FUTURE LAND USE ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Future Land Use Element reflects its vision for its development and redevelopment through the year ~~2030~~2045. **~~In 2030~~ By 2045, the City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors.** The Future Land Use Element lays out development and redevelopment strategies to help achieve this vision, while also addressing mandated State planning requirements and ensuring orderly and well-managed growth.

~~The Future Land Use Element Goal, objectives, monitoring measures, and policies are based on the data and analysis and background reports contained in Appendix A., Background Documents and Appendix B, Related Studies Links, and the intensive community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)), and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six Pillars) Process and the six livability principles of HUD's Sustainable Community Initiatives.~~

The Future Land Use Element will accomplish its Goal through planning directives and activities aimed at:

- Creating a vibrant mixed-use **Downtown**;
- Revitalizing existing residential **neighborhoods** and commercial and industrial areas;
- Providing ample **shopping** and **services** within **walking distance** of **residential areas**;
- Establishing **high-quality mixed use transit-oriented development** as the preferred development pattern along major transportation corridors, and in Downtown;
- Ensuring that all areas of the City are served with a **full range of multi-modal transportation options**, and **excellent infrastructure and services**;
- Improving the **visual quality** of the built environment;
- **Mitigating negative impacts of development and redevelopment,** which can include displacement, increased stormwater runoff, and parking and traffic issues;
- **Mitigating negative impacts of climate change,** including increased frequency of flooding and high heat days;

- Enhancing the **Tax Base**, and, perhaps most importantly;
- Maximizing **economic opportunities** for current and future residents through **job creation** and training, ~~fostering existing and~~ **attracting** ~~new~~ and retaining **businesses** ~~and industries~~**industry**, and maintaining an **ample supply of economically** ~~generating~~**advantageous land uses** within the City's boundaries

FUTURE LAND USE ELEMENT

GOAL:

~~BY 2030~~ THE CITY OF OPA-LOCKA SHALL BE A SUCCESSFUL AND FINANCIALLY STABLE FULL-SERVICE COMMUNITY THAT PROVIDES: AMPLE EMPLOYMENT AND ECONOMIC OPPORTUNITIES FOR CURRENT AND FUTURE RESIDENTS; AN ACTIVE COMMERCIAL SECTOR IN A VIBRANT DOWNTOWN AND MIXED USE CORRIDORS; A STRONG MANUFACTURING BASE IN WELL-MAINTAINED AND APPROPRIATELY LOCATED INDUSTRIAL AREAS; MULTI-MODAL TRANSPORTATION OPPORTUNITIES FOR RESIDENTS AND VISITORS; DECENT, SAFE, SANITARY AND AFFORDABLE HOUSING IN REVITALIZED RESIDENTIAL AND MIXED USE NEIGHBORHOODS; APPROPRIATE BUFFERING BETWEEN POTENTIALLY INCOMPATIBLE USES; INFRASTRUCTURE AND SERVICES TO MEET CURRENT AND PROJECTED NEEDS, AND; FOR THE PROTECTION AND ENHANCEMENT OF NATURAL AND HISTORIC RESOURCES .

OBJECTIVE LU-1:

The ~~2030~~2035/2045 Future Land Use Map (FLU-1) depicts the City's vision for its existing and future development and redevelopment through the provision and location of specific land use districts. All development and redevelopment in the City shall be in accordance with the Map, as it may be amended from time to time.

Objective LU-1 Monitoring Measure(s):

1. Enough residentially designated lands to accommodate a projected population of ~~16,865~~18,366 persons[1] by ~~2030~~2045.

   Notes: Ensure that the City is providing for the development of enough housing to accommodate the needs of current and future residents. The average household size in the City is ~~3.05~~2.99 persons/unit. Based on the projected ~~2030~~2045 population, the Future Land Use Plan Map must therefore include enough residentially designated lands to accommodate at least ~~5,530~~7,180 units. The residentially-designated areas on the Map can accommodate up to ~~12,208~~20,589 units at build-out under adopted development standards ~~without accounting for the additional residential units permitted in mixed use areas.~~

[1] Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida

Table LU-1. Total Residential Capacity in City of Opa-locka

Future Land Use Designations Which Allow Residential	Acreage (acres)	Dwelling Units Permitted (d.u./acre)	Maximum Units Possible (d.u.)
Low Density	297	9	2,673
Low-Moderate Density	38	9 to 18	684
Moderate Density	140	18 to 36	5,040
High Density	0	36 to 64	0
Corridor Mixed Use	496	By underlying use*	2,272
Downtown Mixed Use	75	150 on 80%	9,000
Magnolia North Mixed Use	23	15.1 to 50 on 80%	920
TOTAL BUILDOUT	**1,069**		**20,589**

*Corridor Mixed Use Overlay has capacity for 281 d.u. of Low Density Residential, 449 d.u. of Low-Moderate Density Residential, and 1,542 d.u. of Moderate Density Residential.

2. The location of a significant retail center or a concentration of retail uses (20,000 + s.f.) within ~~¼~~½ mile of all residential areas by ~~2030~~2045.

   Notes: This measure will indicate progress in efforts to provide adequate opportunities for shopping and services within a walking distance of residential areas, reducing automobile dependence and improving the quality of life for residents.

3. ~~At least 1,306,800 s.f. of commercially and/or industrially designated lands per 1,000 residents by 2030~~Substantial new commercial and industrial development in the City, with priority given to neighborhood and destination retail, restaurants, and family entertainment venues, and light industry with a clean environmental footprint and oriented to new technologies and market needs.

   Note: ~~Support economic development efforts by providing for enough commercial and industrial lands to serve the needs of, and provide employment opportunities to, City residents. The "1,306,800 s.f. per 1,000 residents" standard~~ This objective is intended to provide a linkage between the current and projected population and the related need for shopping, service, and employment opportunities.

4. Approval of at least five new mixed-use development and redevelopment projects ~~between 2015 and 2030~~between 2020 and 2035, which bring economic activity and revitalization to the Downtown core.

   ~~*Note: The implementation of mixed-use development and redevelopment projects, as*~~

~~*allowed by and provided for in the Plan, is an important component in the City's vision for its development and redevelopment. The "at least three projects" standard balances realistic expectations and fiscal constraints with the need for enough redevelopment projects to have a significant Citywide impact.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy LU-1.1: The City's short-term planning horizon ~~shall be 5 years, the mid-term planning horizons shall~~ be ~~10~~ 12 years (2035), and the long-term planning horizon shall be ~~15~~22 years (2045).

Implementation:

- Who? The City
- How?
  - Annually update and adjust the Capital Improvements Schedule to ~~maintain and adjust the~~ adhere to short-term planning and development ~~horizon~~ objectives
  - Update the Comprehensive Plan at least once every five to seven years through the Evaluation and Appraisal process to update projections and maintain and adjust the planning horizons
- When? Annually and as per State statutory deadlines

Policy LU-1.2: In the event that the City's land area increases through annexation or decreases, the projected population will be adjusted accordingly for the short~~, mid-~~ and long-range planning periods.

Implementation:

- Who? The City
- How? Amend the Comprehensive Plan after any changes are made to the City's boundaries
- When? ~~As needed~~ Ongoing

Policy LU-1.3: The Future Land Use Map shall contain an adequate supply of land in each district to meet the demands of the existing and future population through the short, mid- and long-range planning periods. An adequate supply of residential land is defined as sufficient acreage and allowed densities to accommodate the current and projected population. An adequate supply of non-residential land is defined as sufficient acreage and allowed intensities to provide employment opportunities for the current and projected population, as well as multi-modal

transportation access to retail, services, cultural and entertainment uses, community facilities, and recreation and open space.

Implementation:

- Who? The City
- How? Only allow development or redevelopment activities that comply with the Future Land Use Plan Map
- When? In considering applications to amend the Future Land Use Map

Policy LU-1.4: The City shall ensure that infrastructure and services are or will be made available to meet the needs of the current and projected population through the short-range planning period through its Concurrency Management Program and the implementation of projects identified in the Five-Year Capital Improvements Schedule.

Implementation:

- Who? The City and other service providers that operate in the City (i.e., the County, the School Board)
- How? Evaluate development proposals to ensure that adequate capacity will exist to serve the development
- When? Prior to issuing a development approval

Policy LU-1.5: The City, through its Future Land Use Map and Land Development Regulations, shall continue to ensure that land uses are located in conjunction with appropriate topographic and soil conditions.

Implementation:

- Who? The City
- How? Only allow development or redevelopment activities that comply with the Future Land Use Plan Map
- When? In considering applications to amend the Future Land Use Map

Policy LU-1.6: The City's Land Development Regulations shall govern the use and development of land in order to:

a) Regulate the use of land and water as to be consistent with this ~~element~~ Element;
b) Regulate the subdivision of land;
c) Regulate new development and redevelopment of land;
d) Regulate ~~signage~~ character, safety, and components of the built environment;

e) Provide for drainage and stormwater management;
f) Provide for building and development incentives to achieve public benefits;
g) Regulate ~~on site traffic flow~~ traffic and public thoroughfares to ensure safety and convenience, and provide for ~~adequate~~ sufficient parking and other transportation-related facilities, and;
h) Achieve other objectives identified in, or consistent with, this Comprehensive Plan

Implementation:

- Who? The City
- How? The adoption and implementation of Land Development Regulations that are consistent with, and implement, the Comprehensive Plan (see Policy LU-1.7, Zoning Districts column)
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-1.7: The City's Land Development Regulations shall conform to, and implement, the use, density and intensity standards prescribed for the land use districts provided on the Future Land Use Map (Figure LU-1), and described below. The ability to achieve the maximum residential density and/or Floor Area Ratio (F.A.R.) on a particular parcel shall be contingent upon, and shall be limited by, the ability to meet adopted Level of Service Standards in accordance with concurrency management requirements as per the Capital Improvements Element and Land Development Code. It is anticipated that development and redevelopment will occur incrementally over a period of time far exceeding the ~~five~~ 12-year short range planning period, and shall be limited by the ability to achieve the adopted Level of Service standards at the time of development, in accordance with the Concurrency Management System.

FLUM District	Zoning Districts	Density	Intensity	Uses
Low Density Residential	R-1, Single Family Residential	Maximum eight (9) dwelling units per acre.	n/a	Provides for use and occupancy of one-family detached dwelling units at low densities, essential services and facilities, public and charter schools, and select public and institutional uses. Implements the lowest density range of the Residential CDMP land use category, allowing up to nine (9) dwelling units (du)/acre (ac).

Low-Moderate Density Residential	R-2 Duplex Residential District	9.1 to 12 du/ac	n/a	To provide for use and occupancy of one-family detached and two-family dwellings low-moderate densities, essential services and facilities, public and charter schools, and select public and institutional uses. Implements the 9.1 to 12 du/ac range of the Residential CDMP land use category.
Moderate Density Residential	R-3 Multiple Family, Moderate Density and R-3A Residential Townhouse District	12.1 to 16 du/ac. Increased density shall be permitted for affordable housing developments, as defined by §420.0004, Fla. Stat., not to exceed 30 units per acre.	n/a	Provides for use and occupancy of one-family attached and detached, two-family and multiple-family dwellings at moderate densities, essential services and facilities, public and charter schools, and select public and institutional uses.
High Density Residential	R-4 Multiple Family, High Density District	16.1 – 50 units/acre. Increased density shall be permitted for affordable housing developments, as defined by §420.0004, Fla. Stat., not to exceed 100 units per acre.	n/a	Provides for use and occupancy of single-family attached and multifamily dwellings at medium densities, essential services and facilities, public and charter schools, and select public and institutional uses. Also permits single-family detached and two-family dwellings. Includes accompanying landscaped open space, designed in such a manner as to serve as a transitional land use element between less dense residential uses and more dense and intensive multi-family and/or commercial and industrial uses.

Commercial	BO Business Office District, B-1 Commercial Neighborhood Business District, B-2 Liberal Commercial District, B-3 Intensive Commercial District	n/a	Maximum FAR of 3.0	Provides locations for a variety of intensities of retail and/or service oriented convenience commercial uses that serve the basic everyday consumer needs, select public and institutional uses, select recreation and entertainment uses, public and charter schools, and places of assembly that are located within, and compatible with, adjacent neighborhoods.
Industrial	I-1 Limited Industrial, I-2 and I-2A Liberal Industrial Districts, and I-3 Industrial Planned Development District	n/a	Maximum FAR of 3.0	Provides for a wide range of land uses including research, assembly, fabrication, manufacturing, repair, service, retail, entertainment, and places of assembly. Implements the industrial CDMP land use category.
Civic	C-Civic District	n/a	Maximum FAR of 3.0	Publicly-owned and/or operated property.
Airport	C-Civic District		Maximum FAR of 3.0	The Opa-locka General Aviation Airport and similar publicly owned aviation facilities.
Parks	C-Civic District		Maximum FAR of 3.0	Parks, recreation, and open space properties owned by the City.
Utilities	C-Civic District		Maximum FAR of 3.0	Facilities supplying the community with electricity, gas, water, or sewerage.
Water	C-Civic District	No development permitted.	No development permitted.	Surface water bodies.

Downtown Mixed Use	BO, B-1, B-2, R-1, R-2, R-3, R-4, R-TH, P, I-3	Maximum 150 units per acre, or 250 units per acre for affordable housing developments meeting the definition of §420.0004, Florida Statutes.	Maximum FAR of 3.5	Provides for multiple-family residential dwellings, a wide range of commercial uses, select recreation and entertainment uses, mixed residential and commercial uses, vertical mixed use buildings, select public and institutional uses, public and charter schools and places of assembly. Residential uses should make up no more than 80 percent of the total floor area in any vertical mixed use building. Where feasible, residential uses should be located above street level office, retail or public uses in vertical mixed use buildings.
Magnolia North Mixed Use	B-1, BO, R-1, R-2	15.1 – 50 units per acre, or 100 units per acre for affordable housing developments meeting the definition of §420.0004, Florida Statutes.	Maximum FAR of 3.0	Provides for single-family and multiple-family residential dwellings, a wide range of commercial uses, select recreation and entertainment uses, mixed residential and commercial uses, vertical mixed-use buildings, select public and institutional uses, public and charter schools and places of assembly. Residential uses should make up no more than 80 percent of the total floor area in any vertical mixed use building. Where feasible, residential uses should be located above street level office, retail or public uses in vertical mixed use buildings.

Corridor Mixed Use Overlay	R-1, R-3, R-3A, R-4, B-1, B-2, B-3, B-o, I-1, I-2, I-3 add P	Maximum 150 units per acre.	Maximum FAR of to 3.0	Provides for single-family and multiple-family residential dwellings, a wide range of commercial uses, select recreation and entertainment uses, mixed residential and commercial uses, vertical mixed use buildings, select public and institutional uses, public and charter schools and places of assembly. Residential uses should make up no more than 80 percent of the total floor area in any vertical mixed use building in subareas where residential uses are permitted. Where feasible, residential uses should be located above street level office, retail or public uses in vertical mixed use buildings.

Implementation:

- Who? The City
- How? The adoption and implementation of Land Development Regulations that are consistent with, and implement, the Comprehensive Plan (see Policy LU-1.7, Zoning Districts column)
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE LU-2:

The area designated Downtown Mixed Use on the ~~2030~~2035/2045 Future Land Use Map (FLU-1) shall be redeveloped as a high quality, design-unified, mixed use transit-oriented downtown for Opa-locka.

Objective LU-2 Monitoring Measure(s):

1. At least ~~three~~ five mixed use development and redevelopment projects and/or Transit Oriented Development projects in the Downtown Mixed Use District ~~between 2015 and 2030~~ by 2035.

~~*Notes: The implementation of mixed-use development and redevelopment projects and Transit Oriented Development as allowed by and provided for in the Plan, is an important component in the City's vision for its development and redevelopment. The "at least three projects" standard balances realistic expectations and fiscal constraints with the need for enough redevelopment projects to have a significant impact in implementing the redevelopment vision for the Downtown District.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy LU-2.1: Development and redevelopment in the Downtown Mixed Use District shall ~~provide for the development of a~~ be well-designed and ~~compatible area that~~ provides~~s~~ attractive places to live, work and shop and that ~~is~~ are accessible via the full range of transportation options, including transit, automobiles, bicycles, and ~~pedestrian~~ walking.

Implementation:

- Who? The City, agency partners, and developers
- How?
  - Regulate development in accordance with the Comprehensive Plan
  - Assist agency partners such as the Opa-locka Community Redevelopment Agency and the Ten North Group (Opa-locka Community Development Corporation) in the implementation of redevelopment projects and programs in the Downtown Mixed Use District
- When? Ongoing

Policy LU-2.2: The City shall seek to implement improved multi-modal transportation access to, from and within the Downtown Mixed-Use District through its ~~capital~~ Capital ~~improvements~~ Improvements program, ~~land development regulations~~ Land Development Regulations, and coordination with transportation agencies having jurisdiction over the transportation system.

Implementation:

- Who? The City and transportation agencies ~~operating~~ with jurisdiction in the City
- How?
  - Include multi-modal transportation improvement projects in the Capital Improvements Schedule
  - Request transportation agencies to implement multi-modal transportation projects in the Downtown District, and assist in these efforts as appropriate and feasible
- When? Ongoing

Policy LU-2.3: The mix of uses and street frontages in the Downtown Mixed-Use District shall be regulated through the Land Development Regulations in order to ensure its redevelopment as a functional and aesthetically cohesive mixed-use downtown area for Opa-locka, and to ensure that a variety of uses and functions are provided within a compact area.

Implementation:

- Who? The City and developers
- How? The regulation of development and redevelopment in accordance with the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-2.4: New buildings in the Downtown Mixed-Use District shall honor the character of existing Moorish historic buildings in scale, materials, and color, in accordance with the City's preservation ordinance and program.

Implementation:

- Who? The City and developers
- How? ~~The r~~Regulation of development and redevelopment in accordance with the Land Development Regulations, and specifically the preservation ordinance.
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-2.5: The City shall ensure the provision of open space, park space, entrance features, shade trees, focal points, street furniture and fixtures, and public art in the Downtown Mixed-Use District.

Implementation:

- Who? The City, agency partners, and developers
- How?
  - The regulation of development and redevelopment in accordance with the Land Development Regulations
  - Assist agency partners such as the Opa-locka Community Redevelopment Agency and the Ten North Group (Opa-locka Community Development Corporation) in the implementation of open space, park space, entrance features, focal points, and public art projects and programs in the Downtown Mixed-Use District
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-2.6: The City~~, through its Land Development Regulations, shall allow~~ shall promote the development of Live-Work (residential use secondary) and enable the development of Work-Live (work use secondary) spaces at appropriate locations in the Downtown Mixed Use District, Corridor Mixed Use, and Magnolia North Mixed Use districts.

Implementation:

- Who? The City and developers
- How? ~~Allow and providing incentives for Live-Work and~~ Promote Live-Work units through the development review process and allow and provide incentives for Work-Live units in the Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an ongoing basis

Policy LU-2.7: The City shall investigate strategies to retain existing and attract new residents and visitors to the Downtown Mixed-Use District through the provision of increased housing and mobility options, employment opportunities and visitor attractions such as shopping, dining, and entertainment.

Implementation:

- Who? The City, agency partners and developers
- How?
  - Allowing and providing incentives for desired development types in the Land Development Regulations
  - Assist agency partners such as the Opa-locka Community Redevelopment Agency and the Ten North Group (Opa-locka Community Development Corporation) in the implementation of redevelopment projects and programs
  - Include multi-modal transportation improvement projects in the Capital Improvements Schedule
  - Request transportation agencies to implement multi-modal transportation projects in the Downtown District, and assist in these efforts as appropriate and feasible
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-2.8: The City shall seek to foster and implement catalytic redevelopment projects in the Downtown Mixed-Use District, including Transit Oriented Development projects.

Implementation:

- Who? The City, agency partners and developers
- How?

- Allow and ~~providing~~ provide incentives for desired development and redevelopment in the Land Development Regulations
- Assist agency partners such as the Opa-locka Community Redevelopment Agency and the Ten North Group (Opa-locka Community Development Corporation) in the implementation of redevelopment projects and programs

- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-2-9: The City shall support the Community Redevelopment Agency's redevelopment efforts in the downtown core in accordance with the adopted Community Redevelopment Plan, the 2021 Opa-locka Downtown Master Plan, and the Redevelopment and Economic Development Element of this Comprehensive Plan.

Implementation:

- Who? The City and the Community Redevelopment Agency
- How? Coordination with, and support of, the Community Redevelopment Agency's efforts
- When? Ongoing

OBJECTIVE LU-3:
The areas designated Corridor Mixed Use Overlay on the ~~2030~~2035/2045 Future Land Use Map (FLU-1) shall be redeveloped with retail and commercial development and mixed-income housing in a pedestrian-friendly environment ~~between 2015 and 2030~~by 2035.

Objective LU-3 Monitoring Measure(s):

1. At least ~~three~~ five mixed use development redevelopment projects in the Corridor Mixed Use Overlay District by ~~2030~~2035.

   Note: The implementation of mixed use development and redevelopment projects in the Corridor Mixed Use Overlay District as allowed by and provided for in the Plan is an important component in the City's vision for its development and redevelopment. The "at least three projects" standard balances realistic expectations and fiscal constraints with the need for enough redevelopment projects to have a significant impact in implementing the redevelopment vision for the Corridor Mixed Use Overlay District.

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy LU-3.1: The City~~, through its Land development Regulations, shall allow~~ shall promote the development of different but compatible uses to be located in close proximity in the Corridor Mixed Use Overlay District in order to create a pedestrian-friendly environment ~~that promotes~~ promoting the health and well-being of residents ~~and,~~ increased opportunities for social interactions, and local access to shopping, dining and entertainment.

Implementation:

- Who? The City and developers
- How? ~~Allowing and providing~~ Inclusion of incentives for desired development and redevelopment in the Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an ongoing basis

Policy LU-3.2: Development and redevelopment in the Corridor Mixed Use Overlay District shall promote a variety of uses through the provision of ground floor active uses, open space, public space amenities, transit and pedestrian connectivity, and, as transit use increases, ~~and~~ reduced parking requirements.

Implementation:

- Who? The City and developers
- How? Amendment of t~~T~~he Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an ongoing basis

Policy LU-3.3: Retail uses in the Corridor Mixed Use District shall include both neighborhood and destination retail. Neighborhood retail primarily serves employees who work and residents who reside in the surrounding neighborhood. Destination retail includes specialty stores, restaurants and grocery stores that attract customers from a larger area.

Implementation:

- Who? The City and developers
- How? ~~Allow and provide~~ Promotion of incentives for desired retail types in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-3.4: Appropriate buffering shall be utilized in the development and redevelopment of mixed-use projects in Industrial/Commercial subareas when the hazardous nature of the industrial use requires spatial separation from retail and/or residential uses and mitigation of air

pollution.

Implementation:

- Who? The City and developers
- How? ~~Require and enforce~~ Provide detailed specifications for type and composition of required buffers in the Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an ongoing basis

Policy LU-3.5: Buildings in the Corridor Mixed Use Overlay District shall have a primary entrance facing a public sidewalk.

Implementation:

- Who? The City and developers
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

~~**Policy LU-3.6:** Blank walls shall comprise no more than 40 percent of a building's ground level façade, and shall not exceed 25 feet in length.~~
~~Implementation:~~

- ~~Who? The City and developers~~
- ~~How? The Land Development Regulations~~
- ~~When? Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~

OBJECTIVE LU-4:
The City shall proactively take actions within t~~T~~he Magnolia Gardens neighborhood ~~shall be redeveloped as~~ to foster it becoming a stable, cohesive and safe neighborhood with a strong sense of place.

Objective LU-4 Monitoring Measure(s):

1. At least a five percent annual reduction in the number of substandard housing units ~~between 2015 and 2030~~and all currently existing sub-standard conditions eliminated by 2035.

   ~~*Note: A five percent annual reduction would significantly reduce substandard conditions*~~

~~*in the neighborhood through the planning period, and is feasible even considering staff and fiscal constraints.*~~

2. At least a ten percent annual reduction of outstanding code violations between ~~2015 and 2025~~until 2035 or as soon as violations occur at a manageable and minimal rate.

~~*Note: A ten percent annual reduction is feasible through increased code enforcement, while recognizing that some cases may take longer to work through the process.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy LU-4.1: The City shall utilize and enhance code enforcement and other strategies to address blighted conditions in the Magnolia Gardens, in an equitable and consistent manner.

Implementation:

- Who? The City
- How? Code enforcement, employing a combination of strategies, including the efforts of the City task force for illegal dumping, County reporting and debris removal requests, designation of residential waste collection sites, condemnation of derelict properties, installation of adequate lighting and monitoring cameras, and community education and collaboration.
- When? Ongoing

Policy LU-4.2: The City shall identify and implement capital improvement projects to improve the quality of the built environment in Magnolia Gardens.

Implementation:

- Who? The City
- How? Inclusion of capital projects in the Five Year Capital Improvement Schedule
- When? ~~Ongoing, updated~~ Updated annually

Policy LU-4.3: The City shall seek funding through block grant programs and other appropriate sources to assist homeowners in Magnolia Gardens with the rehabilitation of their units.

Implementation:

- Who? The City and Miami-Dade County
- How? Apply for block grant funding through Miami-Dade County to implement a housing rehabilitation program
- When? Based on t~~T~~he County's annual application cycle

Policy LU-4.4: The City shall seek funding through block grant programs and other appropriate sources to improve the quality of the rental housing stock in Magnolia Gardens.

Implementation:

- Who? The City and Miami-Dade County
- How? Apply for block grant funding through Miami-Dade County to implement a housing rehabilitation program
- When? Based on t~~T~~he County's annual application cycle

Policy LU-4.5: The City shall seek to eliminate non-conforming uses, and to replace these uses with conforming uses that will assist in achieving the objective of a stable, cohesive and safe mixed-use neighborhood.

Implementation:

- Who? The City
- How? Code enforcement
- When? ~~Ongoing~~ As necessary

Policy LU-4.6: The City shall promote quality infill development and redevelopment projects on vacant and/or underutilized lots in Magnolia Gardens.

Implementation:

- Who? The City and developers
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-4.7: The City shall implement strategies to provide for the interim use of vacant and/or underutilized lots in Magnolia Gardens in a manner that will ensure their maintenance, improve the neighborhood, and provide potential new revenue streams.

Implementation:

- Who? The City
- How? Allowing and providing incentives for the interim use of vacant parcels in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-4-8: The City shall support the Community Redevelopment Agency's redevelopment

efforts in Magnolia Gardens in accordance with the adopted Community Redevelopment Plan, and the Redevelopment and Economic Development Element of this Comprehensive Plan.

Implementation:

- Who? The City and the Community Redevelopment Agency
- How? Coordination with, and support of, the Community Redevelopment Agency's efforts
- When? Ongoing

Policy LU-4.9: The City shall make improvements that foster a cohesive, safe and comfortable public space in the neighborhood.

Implementation:

- Who? The City, including Capital Improvements and Public Works
- How? Planning and implementation of new sidewalks, roadway resurfacing, provision of shade trees, improved crossings, and signage, as appropriate or needed
- When? Ongoing

OBJECTIVE LU-5:

The area designated Magnolia North Mixed Use on the ~~2030~~2035/2045 Future Land Use Map (FLU-1) shall be redeveloped as a vibrant and economically vital mixed use community that provides a variety of commercial, cultural and entertainment options for residents and visitors.

Objective LU-5 Monitoring Measure(s):

1. Approval of at least five new mixed use development and redevelopment projects between 2020 and 2035, which bring economic activity and revitalization to the ~~At least three development and redevelopment projects that have been approved in the District that implement the~~ Magnolia North Mixed Use ~~designation between 2015 and 2030~~District by 2035.

   Note: The implementation of at least ~~three~~ five redevelopment projects in the Magnolia North Mixed Use District as allowed by and provided for in the Plan is an important component in the City's vision for the neighborhood's development and redevelopment. ~~The "at least three projects" standard~~ This measure balances realistic expectations and fiscal constraints with the need for enough redevelopment projects to have a significant impact in implementing the redevelopment vision for Magnolia North.

2. ~~Five~~ At least five percent annual reduction in the number of substandard housing units ~~between 2015 and 2030~~until all currently existing substandard conditions are eliminated by 2035.

3. ~~*Note: A five percent annual reduction would significantly reduce substandard conditions in the neighborhood through the planning period, and is feasible even considering staff and fiscal constraints.* Ten percent~~ At least ten percent annual reduction of outstanding code violations ~~between 2015 and 2025~~until 2035 or as soon as violations occur at a manageable and minimal rate.

   ~~*A ten percent annual reduction is feasible through increased code enforcement, while recognizing that some cases may take longer to work through the process.*~~

4. Removal of all road barricades ~~by 2025~~ in order to reconnect the Magnolia North neighborhood with the surrounding city.

5. Provision of improvements that foster a cohesive, safe, and comfortable public space in the neighborhood.

   ~~*A ten year period provides time to identify the funding necessary to include barricade removal projects in the Capital Improvements Schedule, or to request that other agencies implement these improvements. Code violations reduction is feasible through increased code enforcement, while recognizing that some cases may take longer to work through the process.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy LU-5.1: The City shall utilize and enhance code enforcement ~~and other~~ strategies to address blighted conditions in Magnolia North in an equitable and consistent manner.

Implementation:

- Who? The City
- How? Code enforcement, employing a combination of strategies, including the efforts of the City task force for illegal dumping, County reporting and debris removal requests, designation of residential waste collection sites, condemnation of derelict properties, installation of adequate lighting and monitoring cameras, and community education and collaboration.
- When? Ongoing

Policy LU-5.2: The City shall identify and implement capital improvement projects to improve the quality of the built environment in Magnolia North.

Implementation:

- Who? The City
- How? Inclusion of capital projects in the Five Year Capital Improvement Schedule
- When? Ongoing, updated annually

Policy LU-5.3: The City shall remove existing barricades in order to reconnect the Magnolia North neighborhood with adjacent areas.

Implementation:

- Who? The City and agency partners
- How? The inclusion of this action in capital projects in the Five Year Capital Improvement Schedule, or lobbying other agencies to include ~~these projects~~ this action in their budgets
- When? ~~Ongoing, updated annually~~ Immediately and ongoing

Policy LU-5.4: The City shall provide quality public spaces to attract and anchor catalytic redevelopment projects in Magnolia North.

Implementation:

- Who? The City, agency partners and developers
- How?
  - Allow and providing incentives for desired development and redevelopment in the Land Development Regulations
  - Assist agency partners such as the Opa-locka Community Redevelopment Agency and the Ten North Group (Opa-locka Community Development Corporation) in the implementation of redevelopment projects and programs
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-5.5: The City shall seek to implement catalytic redevelopment and public art projects in order to foster the revitalization of Magnolia North.

Implementation:

- Who? The City, agency partners and developers
- How?
  - Allow and providing incentives for desired development and redevelopment in the Land Development Regulations

- Assist agency partners such as the Opa-locka Community Redevelopment Agency and the Ten North Group (Opa-locka Community Development Corporation) in the implementation of redevelopment projects and programs

- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an ongoing basis

Policy LU-5.6: The City shall eliminate non-conforming uses in Magnolia North, and seek to replace these uses with conforming uses that will assist in achieving the objective of a stable, cohesive and safe mixed use neighborhood.

Implementation:

- Who? The City
- How? Code enforcement
- When? Ongoing

Policy LU-5.7: The City shall promote quality infill development and redevelopment projects on vacant and/or underutilized lots in Magnolia North, land banking selected properties as appropriate and feasible.

Implementation:

- Who? The City and developers
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-5.8: The City shall implement strategies to provide for the interim use of vacant and/or underutilized lots in Magnolia North in a manner that will ensure their maintenance, improve the neighborhood, and provide potential new revenue streams.

Implementation:

- Who? The City
- How? Allowing and providing incentives for the interim use of vacant parcels in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-5-9: The City shall support the Community Redevelopment Agency's redevelopment efforts in Magnolia North in accordance with the adopted Community Redevelopment Plan, and the Redevelopment and Economic Development Element of this Comprehensive Plan.

Implementation:

- Who? The City and the Community Redevelopment Agency
- How? Coordination with, and support of, the Community Redevelopment Agency's efforts
- When? Ongoing

Policy LU-5.10: The City shall make improvements that foster a cohesive, safe and comfortable public space in the neighborhood

Implementation:

- Who? The City, including Capital Improvements and Public Works
- How? Planning and implementation of new sidewalks, roadway resurfacing, provision of shade trees, improved crossings, and signage, as appropriate or needed
- When? Ongoing

OBJECTIVE LU-6:
Protect, maintain, and improve the residential districts, as designated on the Future Land Use Map.

Objective LU-6 Monitoring Measures:

1. ~~Five~~ At least five percent annual reduction in the number of substandard housing units ~~between 2015 and 2030~~ and all currently existing substandard conditions eliminated by 2035.

   ~~*Note: A five percent annual reduction would significantly reduce substandard conditions in the neighborhood through the planning period, and is feasible even considering staff and fiscal constraints.*~~ ~~Ten~~ At least ten percent reduction of outstanding code violations ~~between 2015 and 2025~~until 2035 or as soon as violations occur at a manageable and minimal rate.

2. Provision of improvements that foster a cohesive, safe and comfortable public space in the neighborhood

   ~~*A ten percent annual reduction is feasible through increased code enforcement, while recognizing that some cases may take longer to work through the process.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy LU-6.1: The City shall utilize and enhance code enforcement and other strategies to address blighted conditions in the residential districts in an equitable and consistent manner.

Implementation:

- Who? The City
- How? Code enforcement, employing a combination of strategies, including the efforts of the City task force for illegal dumping, County reporting and debris removal requests, designation of residential waste collection sites, condemnation of derelict properties, installation of adequate lighting and monitoring cameras, and community education and collaboration.
- When? Ongoing

Policy LU-6.2: The City shall identify and implement capital improvement projects to address infrastructure deficiencies and improve the quality of the built environment ~~in its~~ throughout the City to ensure capacity to support a revitalized Downtown, industrial zones and residential districts.

Implementation:

- Who? The City and agency partners
- How? The inclusion of capital projects in the Five Year Capital Improvement Schedule, or lobbying other agencies to include these projects in their budgets
- When? Ongoing, updated annually

Policy LU-6.3: The City shall seek funding through block grant programs and other appropriate sources to assist homeowners in its residential districts with the rehabilitation of their units.

Implementation:

- Who? The City and Miami-Dade County
- How? Apply for block grant funding through Miami-Dade County to implement a housing rehabilitation program
- When? ~~The~~ Based on the County's ~~annual~~ application cycle

Policy LU-6.4: The City shall seek funding through block grant programs and other appropriate sources to improve the quality of the rental housing stock in its residential districts.

Implementation:

- Who? The City and Miami-Dade County
- How? Apply for block grant funding through Miami-Dade County to implement a housing

rehabilitation program
- When? ~~The~~ Based on the County's ~~annual~~ application cycle

Policy LU-6.5: The City shall implement strategies to provide appropriate transitions between its residential districts and non-residential districts, particularly those allowing heavier commercial and industrial uses, through its Lland Ddevelopment Rregulations and other appropriate mechanisms.

Implementation:
- Who? The City and developers
- How? Require and enforce buffers and/or transition zones in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ In tandem with new residential and/or industrial developments and maintained/updated on an ongoing basis

Policy LU-6.6: The City shall foster multi-modal transportation access between its residential neighborhoods, downtown and mixed use districts, non-residential districts, and employment centers.

Implementation:
- Who? The City, ~~and~~ transportation agencies ~~operating~~ with jurisdiction in the City, and private partners
- How?
  - Include multi-modal transportation improvement projects in the Capital Improvements Schedule
  - Request transportation agencies to implement multi-modal transportation throughout the City, invite private shared mobility providers to participate, and assist in these efforts as appropriate and feasible
- When? Ongoing

Policy LU-6.7: Development and redevelopment in the residential districts shall be regulated to ensure compatibility with the existing neighborhood, implement the recommendations of neighborhood improvement plans or initiatives that may be adopted, and prevent the encroachment of incompatible uses.

Implementation:
- Who? The City and developers
- How? Land Development Regulations

- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ In tandem with new residential and/or commercial developments and maintained/updated on an ongoing basis

Policy LU-6.8: The City shall coordinate with neighborhood groups and residents in order to ~~evaluate the feasibility of~~ develop~~ing~~ and implement~~ing~~ strategies to tailor comprehensive planning, capital improvement and code enforcement strategies to the needs of specific residential neighborhoods.

Implementation:

- Who? The City and its agency partners
- How? Coordination with neighborhood groups
- When? ~~Initiate~~ Ongoing outreach ~~after adoption of this Plan~~

Policy LU-6.9: The City shall foster development of ~~, through its Land Development Regulations, shall allow~~ Work-Live (work use secondary) spaces at appropriate locations in its residential districts.

Implementation:

- Who? The City and developers
- How? Allow and providing incentives for Work-Live units in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and m~~Maintained/updated on an ongoing basis

Policy LU-6.10: Residential developments shall be designed to include an efficient system of internal circulation; individual lots shall have direct access to the internal circulation system and lots along the periphery shall be adequately buffered from incompatible uses and shall be measured against the requirements of the subdivision and zoning ordinances.

Implementation:

- Who? The City and developers
- How? Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and m~~Maintained/updated on an ongoing basis

Policy LU-6.11: The City shall make improvements that foster a cohesive, safe and comfortable public space in the neighborhood

Implementation:

- Who? The City, including Capital Improvements and Public Works
- How? Planning and implementation of new sidewalks, roadway resurfacing, provision of shade trees, improved crossings, and signage, as appropriate or needed
- When? Ongoing

OBJECTIVE LU-7:

Protect, maintain, and improve the commercial and industrial districts, as designated on the Future Land Use Map.

Objective LU-7 Monitoring Measures~~:~~:

1. ~~At least 1,306,800 s.f. of commercially and/or industrially designated lands per 1,000 residents by 2030~~Substantial new commercial and industrial development in the City, with priority given to neighborhood and destination retail, restaurants, and family entertainment venues, and light industry with a clean environmental footprint and oriented to new technologies and market needs

   Note: ~~Support economic development efforts by providing for enough commercial and industrial lands to serve the needs of, and provide employment opportunities to, City residents. The "1,306,800 s.f. per 1,000 residents" standard~~ This objective is intended to provide a linkage between the current and projected population and the related need for shopping, service, and employment opportunities.

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership, Innovation and Economic Development~~

Policy LU-7.1: The City shall utilize and enhance code enforcement ~~and other~~ strategies to address blighted conditions in commercial and industrial districts in an equitable and consistent manner.

Implementation:

- Who? The City
- How? Code enforcement, employing a combination of strategies, including the efforts of the City task force for illegal dumping, County reporting and debris removal requests, designation of residential waste collection sites, condemnation of derelict properties, installation of adequate lighting and monitoring cameras, and community education and collaboration.

- When? Ongoing

Policy LU-7.2: The City shall identify and implement capital improvement projects to address infrastructure deficiencies and improve the quality of the built environment in, and the function of, its commercial and industrial districts.

Implementation:

- Who? The City and agency partners
- How? The inclusion of capital projects in the Five Year Capital Improvement Schedule, or lobbying other agencies to include these projects in their budgets
- When? Ongoing, updated annually

Policy LU-7.3: The City ~~recognizes the value of continuing~~ shall continue to provide land that allows heavy industrial and commercial uses in appropriate locations, ~~that have limited options for locating in other areas of the County and region,~~ providing that these uses employ best management practices that reduce negative on- and off-site impacts and are appropriately buffered from other potentially incompatible land uses.

Implementation:

- Who? The City
- How? Maintaining areas where heavy industrial and commercial uses are permitted in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-7.4: The City, ~~through its Land Development Regulations, shall allow~~ promote Live-Work spaces and allow Work-Live (residential use secondary) spaces at appropriate locations in its commercial and industrial districts.

Implementation:

- Who? The City and developers
- How? Allow and providing incentives for Live-Work and Work-Live units in the Land Development Regulations, and promote the development of both.
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated~~ on an ongoing basis

Policy LU-7.5: Development and redevelopment in commercial and industrial districts shall be regulated to ensure compatibility with existing development, maintain and improve the local

economy, promote job creation and ~~economic development~~ training, and prevent the encroachment of incompatible uses.

Implementation:

- Who? The City and developers
- How? Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and m~~Maintained/updated on an ongoing basis

Policy LU-7.6: The City shall seek funding through block grant programs and other appropriate sources to improve infrastructure and the quality of the built environment in its commercial and industrial districts.

Implementation:

- Who? The City and Miami-Dade County
- How? Apply for block grant funding through Miami-Dade County to implement a housing rehabilitation program
- When? ~~The~~ Based on the County's ~~annual~~ application cycle

Policy LU-7.7: The City shall implement strategies to provide appropriate transitions between its commercial/industrial, mixed use and residential districts through its Lland Ddevelopment R~~r~~egulations and other appropriate mechanisms.

Implementation:

- Who? The City and developers
- How? Require and enforce buffers and/or transition zones in the Land Development Regulations
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated~~ on an ongoing basis

Policy LU-7.8: Vacant land in industrially zoned areas shall be developed with public facilities and services to attract compatible industries.

Implementation:

- Who? The City and agency partners
- How? The inclusion of capital projects in the Five-Year Capital Improvement Schedule, or lobbying other agencies to include these projects in their budgets
- When? Ongoing, updated annually

Policy LU-7.9: The City shall participate in Miami-Dade County's Enterprise Zone or Opportunity Zone program to expand the economy in locally distressed areas.

Implementation:

- Who? The City and Miami-Dade County
- How? Intergovernmental coordination with the County, and advising businesses of associated incentives
- When? Ongoing

Policy LU-7.10: Commercial and industrial developments shall include adequate ingress/egress drives, off-street parking and loading facilities and shall be measured against the requirements of the ~~zoning ordinance~~ Land development Regulations during the development process, prior to issuance of a certificate of occupancy.

Implementation:

- Who? The City and developers
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-7.11: The City shall promote the remediation and redevelopment of identified brownfields sites within the City for new, safe uses, as permitted by the Future Land Use Map and through coordination with, and assistance from, State and federal programs.

Implementation:

- Who? The City and State
- How? Intergovernmental coordination and the development review process
- When? Ongoing

OBJECTIVE LU-8:
Adopt and implement innovative L~~l~~and D~~d~~evelopment R~~r~~egulations in order to foster compatible and high quality development and redevelopment, in accordance with the principals and concepts of this Comprehensive Plan.

Objective LU-8 Monitoring Measures:

1. ~~Adoption of land development regulations consistent with this Plan by 2016~~ Check for and

assure consistency between the Comprehensive Plan and the Land Development Regulations on a regular basis.

~~*Note: This Objective, and the policies hereunder, provide direction to the City in preparing amendments to the Land development Regulations in accordance with this Plan.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership, Innovation and Economic Development***~~

Policy LU-8.1: Development and redevelopment in the City shall provide for pedestrian friendly street design, an interconnected street network and hierarchy to reduce congestion and improve traffic flow, design that promotes the use of non-motorized transportation modes, connectivity to transit, and a range of uses in a compact area to reduce the need for external trips.

Implementation:

- Who? The City and developers
- How? ~~The~~ Amendment of the Land Development Regulations, and promotion of incentives
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated~~ on an ongoing basis

Policy LU-8.2: The City shall promote high quality urban design for development and redevelopment by encouraging developers to incorporate the concepts outlined in the City's adopted design guidelines, Miami-Dade County's most current Urban Design Manual, the City's preservation program materials, and/or other design guidelines that might be developed for the City, into their developments.

Implementation:

- Who? The City and developers
- How? The ~~Land Development Regulations~~ development review process
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-8.3: The ~~land development regulations~~ Land Development Regulations shall promote energy efficient design and water conservation in new development and redevelopment.

Implementation:

- Who? The City and developers
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an~~

~~ongoing basis~~ Ongoing

Policy LU-8.4: The City shall require aesthetically pleasing and environmentally sensitive landscaping as ~~an important component~~ part of development and redevelopment projects. To the maximum extent feasible, as defined in the Land Development Regulations, existing on-site native vegetation shall be preserved. Shade trees shall be prioritized for planting where feasible in public and semi-public spaces.

Implementation:

- Who? The City and developers
- How? The Land Development Regulations and Chapter 18A, Landscape Code, Miami-Dade County
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-8.5: The ~~land development regulations shall include~~ City shall enforce Land Development Regulations provisions to mitigate negative impacts of development on the surrounding neighborhood and adjacent areas, including but not limited to: distance requirements; scaling and height step-down requirements; the maintenance of view corridors, and; landscape, fencing, and other physical separations.

Implementation:

- Who? The City and developers
- How? ~~The~~ Enforcement of the Land development Regulations through the development review process
- When?

Policy LU-8.6: The City~~, through its land development regulations,~~ shall seek to reduce the number of uses that are inconsistent with the Comprehensive Plan and Future Land Use Map, and/or that are incompatible with the character of the surrounding neighborhood.

Implementation:

- Who? The City and developers
- How? Evaluation of applications to amend the Comprehensive Plan and enforcement of the Land Development Regulations
- When? Ongoing

Policy LU-8.7: The City shall ensure that any applications to amend the Comprehensive Plan and/or Future Land Use Map are consistent with the community's vision and available City

community planning documents such as the Opa-locka Downtown Master Plan.

Implementation:

- Who? The City and developers
- How? Evaluation of applications to amend the Comprehensive Plan
- When? Ongoing

Policy LU-8.8: The City shall ensure that incentives and/or requirements for new development include provisions to promote affordable housing development, permanent job creation and training for local residents, local business retention, and participation of local entrepreneurs and community leaders in the development review process.

Implementation:

- Who? The City and developers
- How? Amendment of the Land Development Regulations
- When? Within one year of this Plan Update's adoption, and ongoing

Policy LU-8.~~8~~9: The City shall promote higher densities and mixed-uses in and around potential transportation nodes, as well as other sites appropriate for transit-oriented development.

Implementation:

- Who? The City and developers
- How? ~~The~~ Promotion of incentive provisions of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-8.~~9~~10: The City shall adhere to State statutory requirements to ensure compatibility of new development and redevelopment with the operation of military installations within or within one-half mile of its boundaries.

Implementation:

- Who? The City
- How? Coordination with the U.S. Coast Guard on applications that might impact its operations at Opa-locka Executive Airport
- When? Ongoing

Policy LU-8.~~10~~11: The City shall ensure the compatibility of development and redevelopment within its boundaries with the function and operations of Opa-locka Executive Airport.

Implementation:

- Who? The City
- How? Coordination with the Miami-Dade Aviation Department
- When? Ongoing

OBJECTIVE LU-9:
Require all new development and redevelopment in the ~~corridor mixed use area~~ Corridor Mixed Use Area and Downtown to be planned and designed to promote transit use and transit-oriented development (TOD), ~~and transit use~~ which mixes residential, retail, office, open space and public uses in a pedestrian-friendly environment ~~that promotes the use of transit~~ compatible with transit use.

Objective LU-9 Monitoring Measures:

1. Provision of a *MetroRail* stop within the City by ~~2030~~2035;

   Note: ~~The location a~~ A MetroRail stop in the City will provide a great benefit to residents and businesses through improved multi-modal transportation access, and will be key to redevelopment efforts in the Downtown Mixed Use District.

2. At least ~~three~~ five Transit Oriented Development projects ~~between 2015 and 2030~~ by 2035.

   Note: The implementation of mixed use development and redevelopment projects, as allowed by and provided for in the Plan, is an important component in the City's vision for its development and redevelopment. ~~The "at least three projects" standard~~ This measure balances realistic expectations and fiscal constraints with the need for enough redevelopment projects to have a significant Citywide impact

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership, Innovation and Economic Development~~

Policy LU-9.1: The City shall coordinate with Miami-Dade Transit to ensure the location of a Metrorail station within its boundaries by ~~2030~~2035. The ~~city's~~ City's preferred location is NW 27th Avenue at the eastern edge of the Downtown Mixed-Use District.

Implementation:
- Who? The City and Miami-Dade Transit
- How? Intergovernmental coordination and lobbying effort

- When? By ~~2030~~2035

Policy LU-9.2: Through its various planning, regulatory and development activities, the City of ~~Opa-Locka~~ Opa-locka shall encourage development of a wide variety of residential and non-residential land uses and activities in nodes around transit stations to produce short trips, minimize transfers, attract transit ridership, and promote travel patterns on the transit line that are balanced directionally and temporally to promote transit operational and financial efficiencies. Land uses that may be approved around transit stations shall include housing, shopping, and offices in moderate to high densities and intensities, complemented by compatible entertainment, cultural uses, and human services in varying mixes. The particular uses that are approved in a given station area should, a) respect the character of the nearby community, b) strive to serve the needs of the community for housing and services, and, c) promote a balance of uses along the subject transit line.

Implementation:

- Who? The City and developers
- How? ~~The~~ Creation and promotion of incentive provisions in the Land Development Regulations
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated on an ongoing basis~~ ongoing

Policy LU-9.3: The ~~city~~ City shall accommodate new development and redevelopment around transit stations that is well designed, conducive to both pedestrian and transit use, and architecturally attractive. In recognition that many transit riders begin and end their trips as pedestrians, pedestrian accommodations shall include, as appropriate, continuous sidewalks to the transit station, small blocks and closely intersecting streets, buildings oriented to the street or other pedestrian paths, parking lots predominantly to the rear and sides of buildings, primary building entrances as close to the street or transit stop as to the parking lot, street furniture, fixed trash receptacles, shade trees, awnings, and other weather protection for pedestrians.

Implementation:

- Who? The City and developers
- How? ~~The~~ Creation and promotion of incentive provisions in the Land Development Regulations
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE LU-10:

Promote energy efficient development and land use patterns which ~~also~~ account for existing and

future electrical power generation and transmission systems ~~in an effort to discourage~~ to minimize urban sprawl and ~~reduce~~ greenhouse ~~gasses~~ gas emissions.

Objective LU-10 Monitoring Measures:

1. Approval of at least ~~three~~ five Transit Oriented ~~d~~Development or redevelopment projects between ~~2015 and 2030~~2020 and 2035, and the ~~cumulative number of estimated vehicles miles reduced~~ total number of vehicle trips into, within and out of the City reduced by approving these developments ~~as opposed to~~ instead of traditional developments of equal magnitude.

   ~~*Note: The implementation of Transit Oriented development and redevelopment projects, as allowed by and provided for in the Plan, is an important component in the City's vision for its development and redevelopment. The "at least three projects" standard balances realistic expectations and fiscal constraints with the need for enough redevelopment projects to have a significant Citywide impact.*~~

2. At least 50 percent of new development or redevelopment projects approved in the City ~~between 2015 and 2030~~by 2035 ~~is~~ shall be LEED-certified, or awarded a comparable green certification. The Land Development Regulations' Green Standards should be amended to require all new housing constructed in the City to have LEED certification or another green building certification by one year after the adoption of this Plan Update.

   ~~*Note: The implementation of Transit Oriented development and redevelopment projects, as allowed by and provided for in the Plan, is an important component in the City's vision for its development and redevelopment. The "at least three projects" standard balances realistic expectations and fiscal constraints with the need for enough redevelopment projects to have a significant Citywide impact.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership, Innovation and Economic Development***~~

Policy LU-10.1: The City of Opa-locka shall facilitate contiguous urban development, infill, redevelopment of substandard or underdeveloped urban areas, high intensity activity centers, mass transit supportive development, and mixed- use projects to promote energy conservation, transit use, and community and economic development.

Implementation:

- Who? The City and developers
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-10.2: The City shall encourage energy conservation in City-owned facilities ~~by adopting~~ through its adopted Green Standards requiring Florida Green Building Coalition, US Green Building Council Leadership in Energy and Environmental Design (LEED), or other acceptable commercial building standards ~~for City-owned facilities~~, where feasible.

Implementation:

- Who? The City
- How? ~~The~~ Promotion of incentive provisions in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-10.3: The City of Opa-Locka shall promote energy conservation in residential development by encouraging builders, remodelers, homeowners, and homebuyers to implement its Green Standards which support the use of Florida Green Building Coalition, the Leadership in Energy and Environmental Design (LEED) green residential building rating system, or other acceptable environmental standards.

Implementation:

- Who? The City and developers
- How? ~~The inclusion~~ Utilization of incentives in the Land Development Regulations, and educational outreach about building programs and resources
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-10.4: The City shall ~~investigate~~ consider the expansion of incentives within its Green Standards for developers and building owners to incorporate energy efficiency and other conservation measures ~~that~~ meet~~ing~~ recognized green building standards into the design, construction, or rehabilitation of their buildings

Implementation:

- Who? The City and developers
- How? The inclusion of new incentives in the Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an

ongoing basis

OBJECTIVE LU-11:
Ensure the preservation and conservation of natural resources within or proximate to the City.

Objective LU-11 Monitoring Measures:

1. No documented new cases of the contamination of natural resources or net loss in the acreage of natural areas or resources in the City ~~between 2015 and 2020~~.

   ~~*Note: Although achievement of these standards may be difficult to measure, eliminating cases of contamination and protective existing resource areas are effective indicators.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy LU-11.1: The City shall coordinate the protection of natural resources with the appropriate federal, State, regional and County agencies.

Implementation:

- Who? The City and environment agencies
- How? Intergovernmental coordination
- When? Ongoing

Policy LU-11.2: The City shall utilize its ~~land development regulations~~ Land Development Regulations and other appropriate mechanisms to ensure that development and redevelopment does not negatively impact natural resources~~,~~ and~~/or~~ engage developers in the mitigation of the negative impacts of development ~~mitigate negative effects~~.

Implementation:

- Who? The City
- How? Review and amendment of the Land Development Regulations
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated~~ on an ongoing basis

Policy LU-11.3: The City shall utilize its L~~l~~and D~~d~~evelopment R~~r~~egulations and other appropriate mechanisms, including coordination with the appropriate federal, State, regional, and County agencies, to protect surface waters within and proximate to its boundaries.

Implementation:

- Who? The City
- How? Compliance with the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.4: The City shall utilize its ~~land development regulations~~ Land Development Regulations and other appropriate mechanisms, including coordination with the appropriate federal, State, regional, and County agencies, to protect the quality and quantity of ground water within and proximate to its boundaries.

Implementation:

- Who? The City and other agencies
- How? Compliance with the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.5: The City shall utilize its ~~land development regulations~~ Land Development Regulations and other appropriate mechanisms, including coordination with the appropriate federal, State and County agencies, to protect air quality.

Implementation:

- Who? The City and other agencies
- How? Compliance with the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.6: The City shall participate in the National Flood Insurance Program, and shall maintain the development standards required for such participation in its ~~land development regulations~~ Land Development Regulations.

Implementation:

- Who? The City and other agencies
- How? Compliance with the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.7: The City shall utilize its ~~land development regulations~~ Land Development Regulations to ensure that adequate pervious surface areas are maintained and protected at

prime aquifer recharge areas.

Implementation:

- Who? The City
- How? Enforcement of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.8: The City shall utilize its ~~land development regulations~~ Land Development Regulations to require adequate impervious surface areas by zoning districts.

Implementation:

- Who? The City
- How? Enforcement of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.9: The City, through its ~~land development regulations~~ Land Development Regulations, shall require that all new development and redevelopment connect to the central potable water and sanitary sewer system, where available. In the event that it is not available, septic tanks and private wells will only be permitted, on an interim basis, and ~~only after being approved through the proper regulatory channels and where suitable soil and environmental conditions exist~~ must be replaced by sewer connection by 2030.

Implementation:

- Who? The City
- How? Enforcement of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.10: Land uses that produce hazardous wastes or that are otherwise detrimental to potable water wells shall be separated from well fields through distance criteria established for Well Protection Areas in the ~~land development regulations~~ Land Development Regulations, by Miami-Dade County DERM, and Chapter 24, Code of Miami-Dade County.

Implementation:

- Who? The City and Miami-Dade County DERM
- How? Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an~~

~~ongoing basis~~ Ongoing

Policy LU-11.11: The City, through its ~~land development regulations~~ Land Development Regulations, shall require stormwater management for development and redevelopment, and establish standards for the design of stormwater management systems that maximize on-site groundwater recharge and minimize off-site impacts of runoff.

Implementation:

- Who? The City
- How? Enforcement of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.12: The City shall implement strategies to reduce stormwater runoff from development and redevelopment sites into surface water bodies through standards for the design of on-site stormwater management systems and other appropriate mechanisms.

Implementation:

- Who? The City
- How? Enforcement of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-11.13: The City~~, through development review,~~ shall require developers to identify and mitigate constraints based on soils, topography, and floodplains.

Implementation:

- Who? The City
- How? Enforcement of the Land Development Regulations through the development review process.
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE LU-12:
Continue to protect, preserve, enhance, and promote public awareness of historical resources.

Objective LU-12 Monitoring Measures:

1. The continued identification and evaluation of historic sites ~~by 2020~~.

2. ~~Development and implementation of a historic resource preservation program by 2025~~Enforcement of protections specified in the City's adopted preservation program and ordinance to retain features of all registered sites on an ongoing basis.
3. Creation of an education campaign to inform property owners, developers, and residents about the meaning of a "registered landmark" designation.

~~*Note: A numerical indicator is not appropriate for this Objective, as the number of sites preserved will depend on the number of sites identified.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy LU-12.1: ~~The City shall request that Miami-Dade County identify and evaluate historic sites in the City by 2020.~~

~~Implementation:~~

- ~~Who? The City and County~~
- ~~How? Coordination with the County~~
- ~~When? By 2020~~

~~**Policy LU-12.2:**~~ The City shall ~~develop and implement a historic resource preservation program for the protection, management and adaptive reuse of historic resources by 2025~~finalize the comprehensive assessment of original structures in the City as performed by the University of Florida Department of Historic Preservation, and use this assessment to further the City's preservation program.

Implementation:

- Who? The City
- How? ~~The development of a program modeled after successful programs in other communities~~ Integration and enforcement of the preservation ordinance and program's directives during the development review and permitting processes.
- When? ~~By 2025~~Ongoing

Policy LU-12.~~3~~2: Technical, legal, and financial incentive programs shall be ~~developed~~ fully executed to encourage ~~private sector participation~~ residents and business owners in the preservation and protection of historic resources.

Implementation:

- Who? The City
- How? ~~Inclusion of incentives in the program developed as per Policy LU-12.2~~

Implementation of the City's restoration grant program according to its criteria

- When? ~~By 2025~~Ongoing

Policy LU-12.43: Public awareness of historic resources shall be promoted through the placement of historic plaques and markers, and the production and dissemination of information on local historic sites.

Implementation:

- Who? The City
- How? Through the City's historic resource preservation program, ~~developed as per Policy LU-12.2~~including its educational component, Discover Opa-locka
- When? ~~By 2025~~Ongoing

OBJECTIVE LU-13:
Determine the feasibility of annexing areas contiguous to the city's boundaries, and pursue annexations that are determined to be feasible and advantageous.

Objective LU-13 Monitoring Measures:

1. Completed ~~a~~Annexation studies ~~completed between 2015 and 2030~~.
2. The net increase in the City's land area resulting from annexations, if any~~, between 2015 and 2030~~.
3. Increase in the tax base and financial feasibility directly attributable to successful annexations, if any~~, between 2015 and 2030~~.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership, Civic and Governance Systems***~~

~~*Note: A numerical indicator is not appropriate for this Objective, as the City's may or may not determine that it is feasible to annex additional lands during the planning period, and the ultimate success of an annexation effort depends on factors outside of City control (i.e. County and/or voter approval)*~~

Policy LU-13.1: In determining the feasibility of an annexation, the City shall consider positive and negative impacts on existing areas within the City, the tax base, current and projected millage rates, and current and projected levels of service.

Implementation:

- Who? The City
- How? By conducting an annexation study

- When? ~~After~~ Whenever an annexation is requested by the City, another government agency, or a private applicant

Policy LU-13.2: In determining the feasibility of an annexation, the City shall consider its ability to provide services to the potential annexation area in a manner that will not diminish services provided to existing areas and residents.

Implementation:
- Who? The City
- How? By conducting an annexation study
- When? After an annexation is requested by the City, another government agency, or a private applicant

OBJECTIVE LU-14:
Development and redevelopment, in accordance with the Future Land Use Map, shall be coordinated with the availability of public facilities and services.

Objective LU-14 Monitoring Measures:

1. Continued a~~A~~chievement of Level of Service Standards ~~between 2015 and 2030~~for development and redevelopment.

   ~~*Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with facilities and services.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy LU-14.1: All development orders shall be contingent upon, at a minimum, the provision of services at or above the Level of Service standards specified in the Capital Improvements Element.

Implementation:
- Who? The City
- How? The inclusion of a Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-14.2: The City, through its ~~land development regulations~~ Land Development Regulations and through a consistent development review and monitoring process, shall require developers to provide for their proportionate fair share of the cost for the infrastructure and

services required to serve their development through impact fees or other appropriate mechanisms.

Implementation:

- Who? The City
- How? ~~The~~ Enforcement of the Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-14.3: The City, through its ~~land development regulations~~ Land Development Regulations and through a consistent development review and monitoring process, shall require developers to provide for ~~the~~ necessary on-site and community infrastructure improvements, including: parking; safe and convenient traffic circulation; parks ~~and recreation,~~ and open space land dedication and facilities~~,~~; ~~and~~ public art; street furniture and fixtures; sidewalks and multi-modal transportation facilities, as appropriate; water and wastewater connections or facilities~~,~~; and~~;~~ drainage and stormwater management.

Implementation:

- Who? The City
- How? ~~The~~ Enforcement of the Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-14.4: The City shall coordinate with the County on the subdivision of properties to ensure the availability of land for adequate public infrastructure.

Implementation:

- Who? The City and County
- How? Intergovernmental coordination
- When? As needed, on an ongoing basis

OBJECTIVE LU-15:

Coordinate with Miami-Dade County Public Schools on an ongoing basis to ensure the provision and availability of adequate school sites and facilities to serve the existing and future population.

Objective LU-15 Monitoring Measures:

1. Continued a~~A~~chievement of the Level of Service Standard for public schools serving the City in accordance with the Public Schools and Education Element ~~between 2025 and~~

~~2030~~.

~~*Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with school capacity.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership, Talent Supply and Education***~~

Policy LU-15.1: Public schools shall be an ~~allowable~~ allowed use in all Future Land Use districts except industrial.

Implementation:

- Who? The City
- How? As per Policy LU-1.7 implementation
- When? ~~Upon adoption~~ Ongoing

Policy LU-15.2: New schools shall not be located adjacent to existing uses that will have negative impacts on the health, safety and welfare of students, teachers, employees, and visitors. Conversely, new uses that will negatively impact the health, safety and welfare of students, teachers, employees, and visitors shall not be located adjacent or proximate to public schools.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Intergovernmental coordination and enforcement of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-15.3: New schools will minimize negative impacts on surrounding areas through site location, configuration, access, and development. Conversely, new development and redevelopment shall minimize and/or mitigate negative impacts on existing school facilities.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Intergovernmental coordination and enforcement of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-15.4: The location of new schools should occur where capacity of other public facilities and services is available to accommodate the infrastructure needs of the educational facility.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Intergovernmental coordination and enforcement of the Concurrency Management Program in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-15.5: New schools shall not have negative impacts on historic or archeological resources, and should be located away from floodplains and environmentally sensitive lands.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Intergovernmental coordination and enforcement of the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy LU-15.6: To the maximum extent feasible, the City shall coordinate with Miami-Dade County Public Schools to collocate public schools with other public facilities, including the provision of joint park-school sites.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Joint Park Schools Agreements
- When? On an ongoing basis

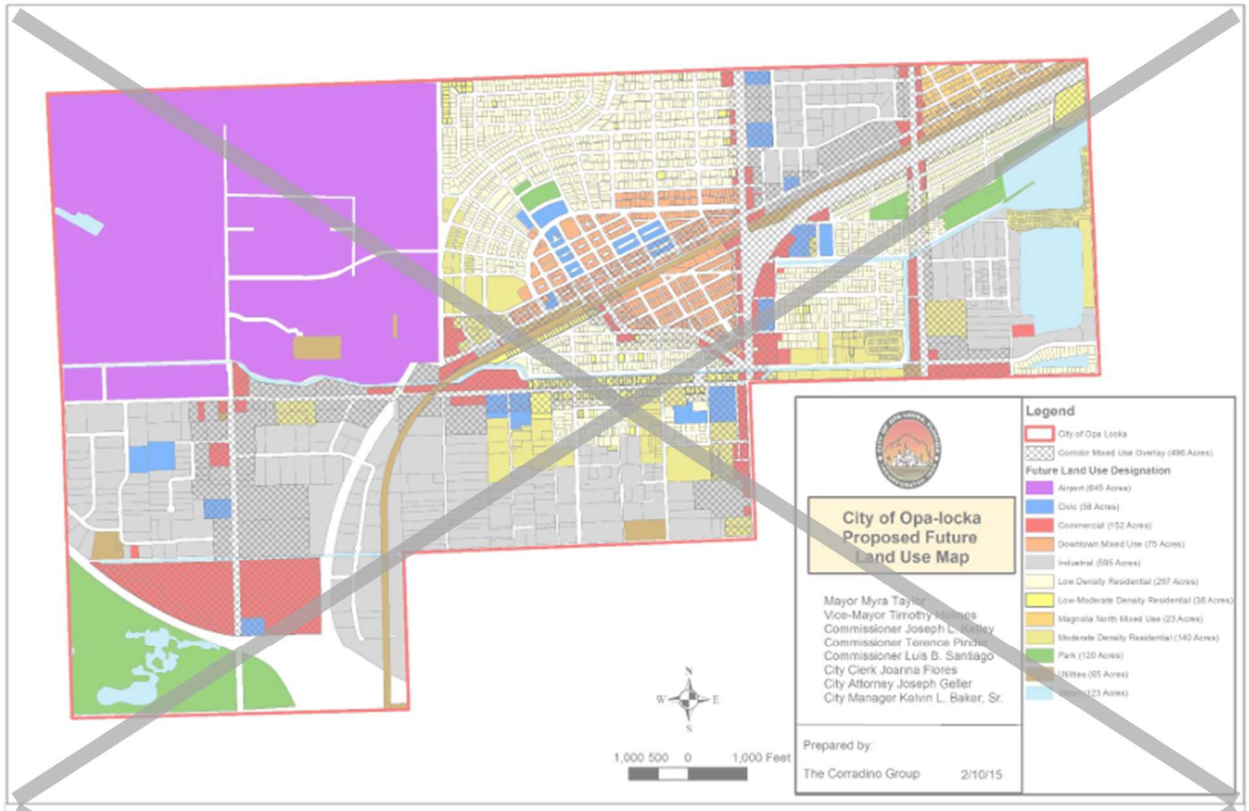
Policy LU-15.7: To the maximum extent feasible new schools should be designed to serve as emergency shelters in the event of an emergency.

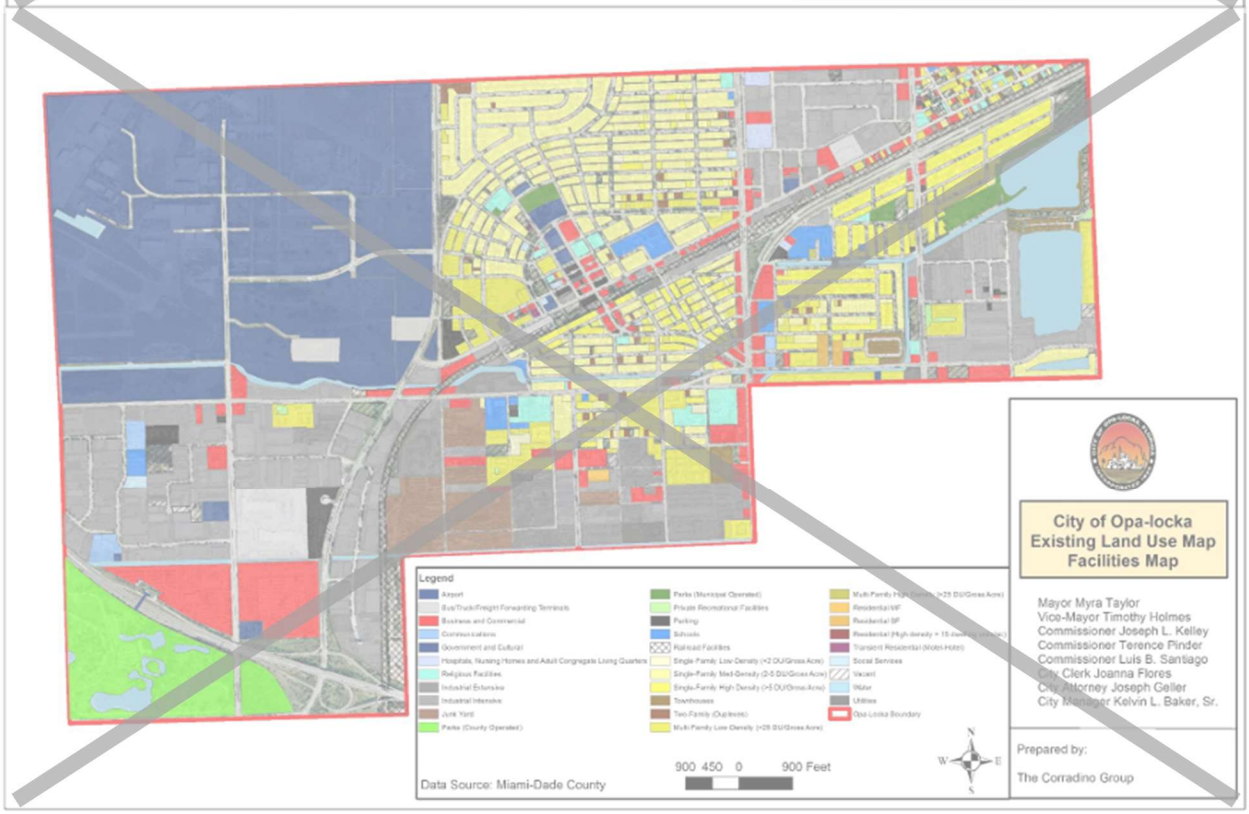
Implementation:

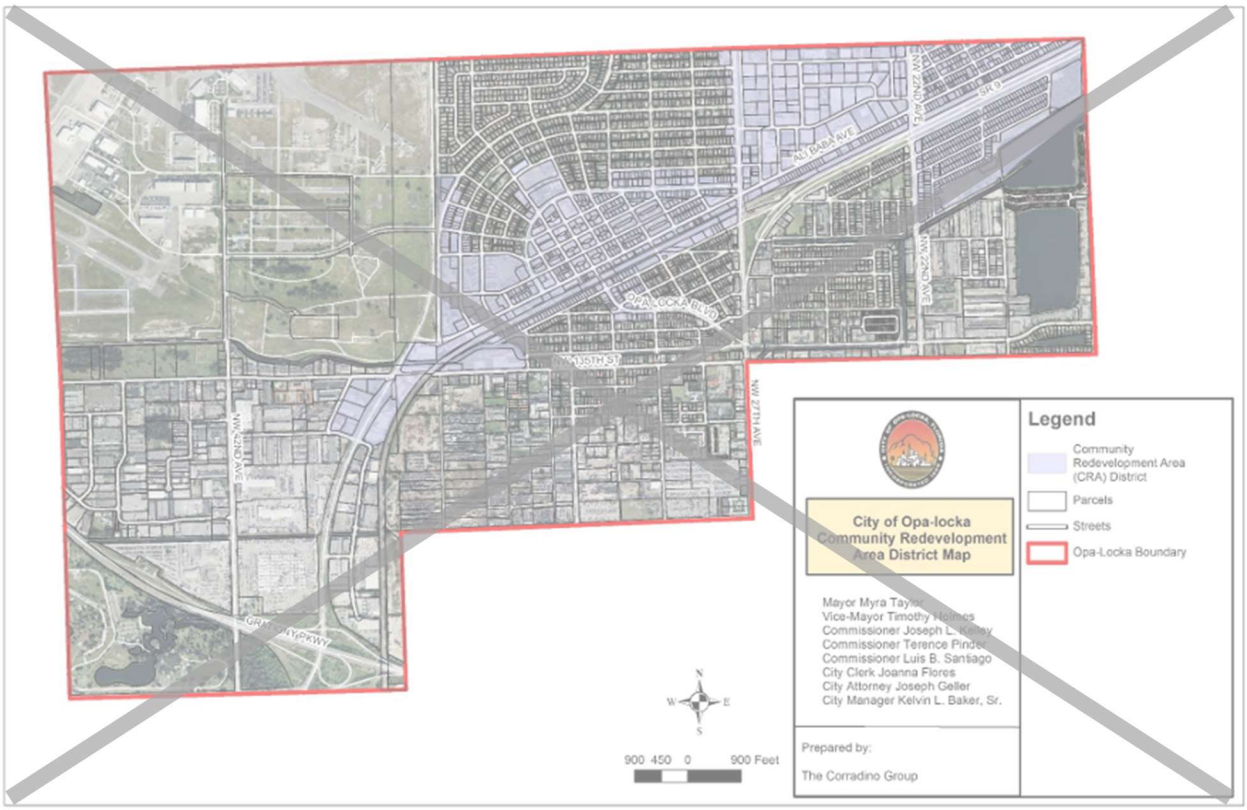
- Who? Miami-Dade County Public Schools
- How? Inter-local Agreements
- When? ~~On an ongoing basis~~ Ongoing

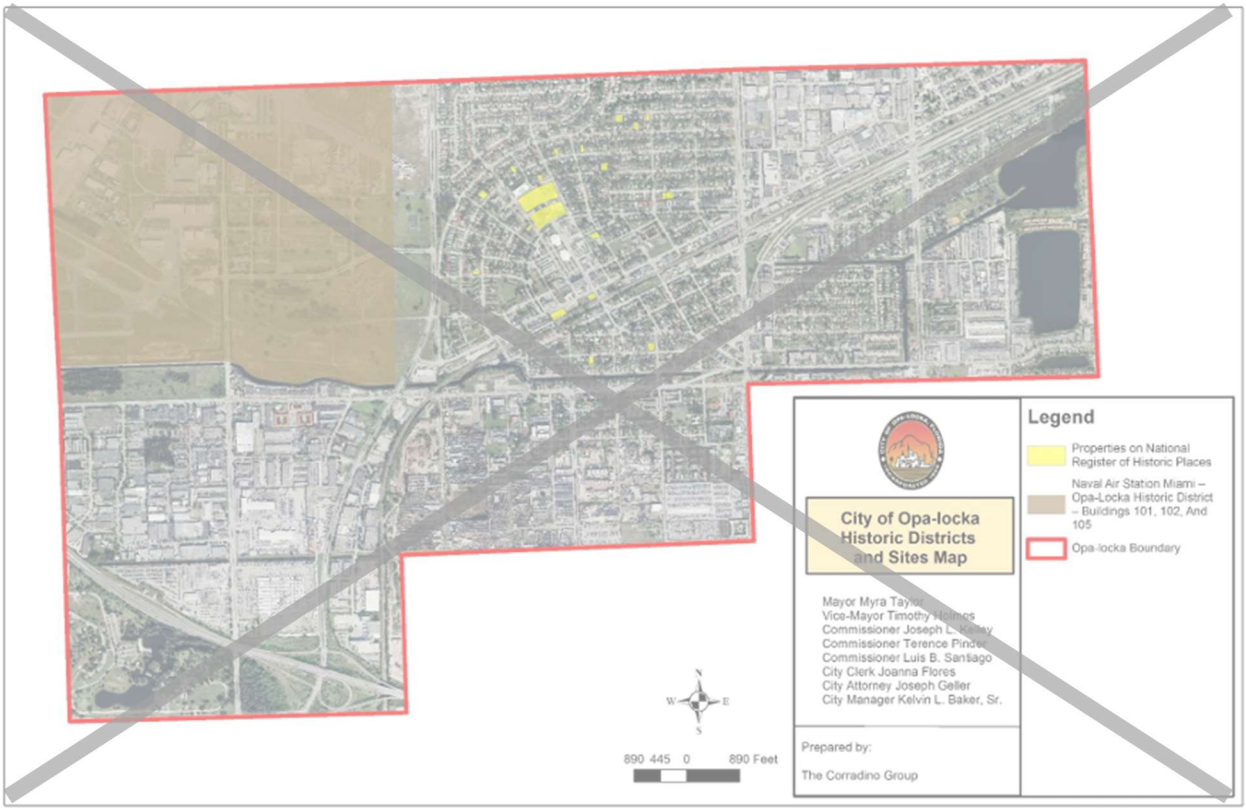
COMPREHENSIVE PLAN MAP SERIES

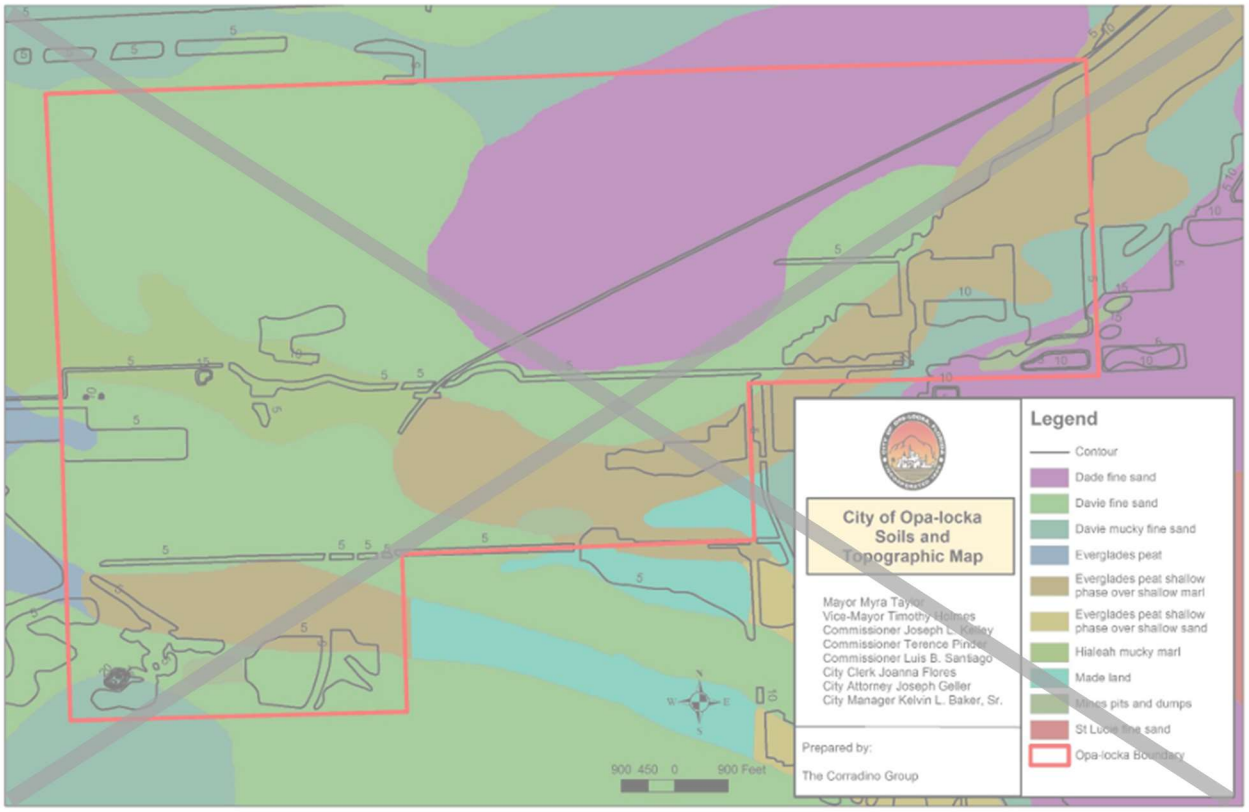
~~Future Land Use Map, 2030~~

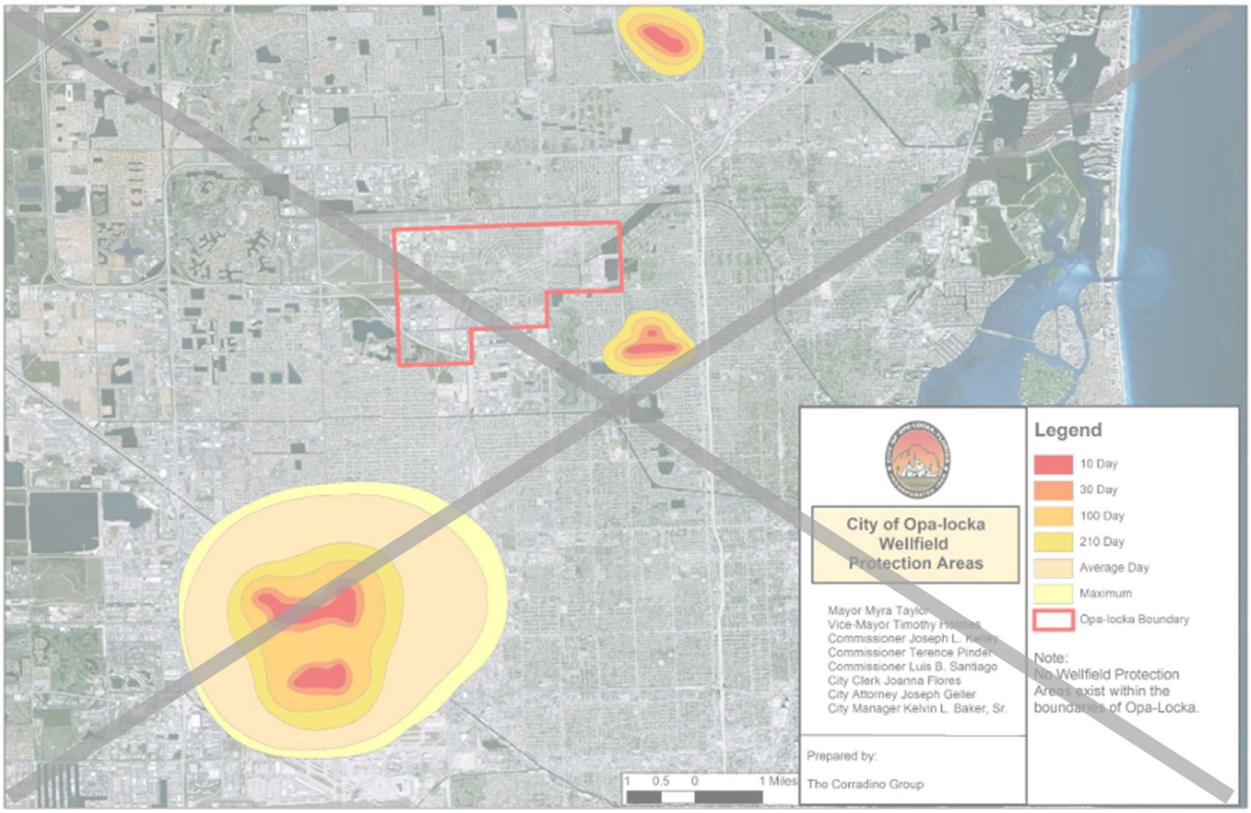


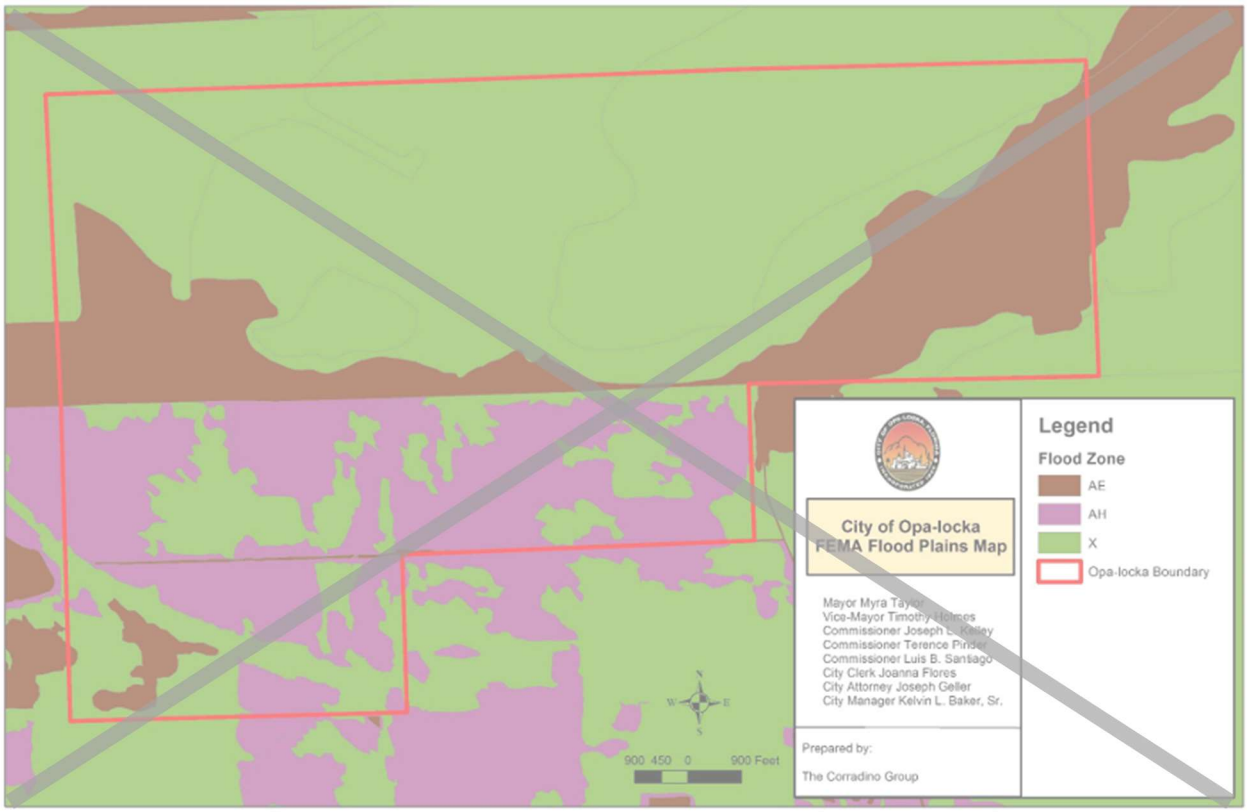


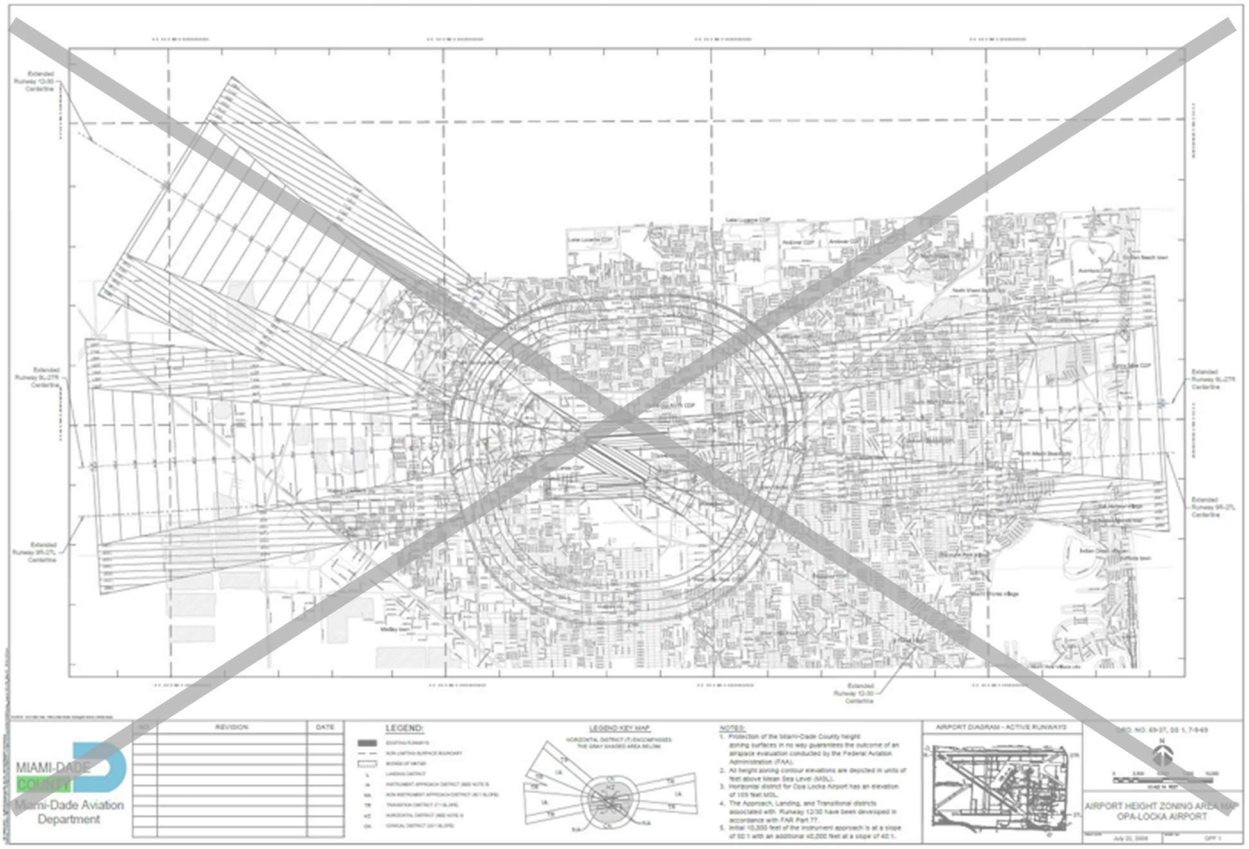

City of Opa-locka Community Redevelopment Area District Map
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
Legend
Community Redevelopment Area (CRA) District
Parcels
Streets
Opa-Locka Boundary
900 450 0 900 Feet


City of Opa-locka Historic Districts and Sites Map
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
Legend
Properties on National Register of Historic Places
Naval Air Station Miami – Opa-Locka Historic District – Buildings 101, 102, And 105
Opa-locka Boundary
890 445 0 890 Feet


City of Opa-locka
Soils and
Topographic Map
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
900 450 0 900 Feet
Legend
Contour
Dade fine sand
Davie fine sand
Davie mucky fine sand
Everglades peat
Everglades peat shallow phase over shallow marl
Everglades peat shallow phase over shallow sand
Hialeah mucky marl
Made land
Mines pits and dumps
St Lucie fine sand
Opa-locka Boundary


City of Opa-locka
Wellfield
Protection Areas
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
1 0.5 0 1 Miles
Legend
10 Day
30 Day
100 Day
210 Day
Average Day
Maximum
Opa-locka Boundary
Note:
No Wellfield Protection Areas exist within the boundaries of Opa-Locka.


City of Opa-locka
FEMA Flood Plains Map
Legend
Flood Zone
AE
AH
X
Opa-locka Boundary
Mayor Myra Taylor
Vice-Mayor Timothy Hol
Commissioner Joseph L.
Commissioner Terence Pi
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
900 450 0 900 Feet


Miami-Dade Aviation Department
AIRPORT HEIGHT ZONING AREA MAP
OPA-LOCKA AIRPORT

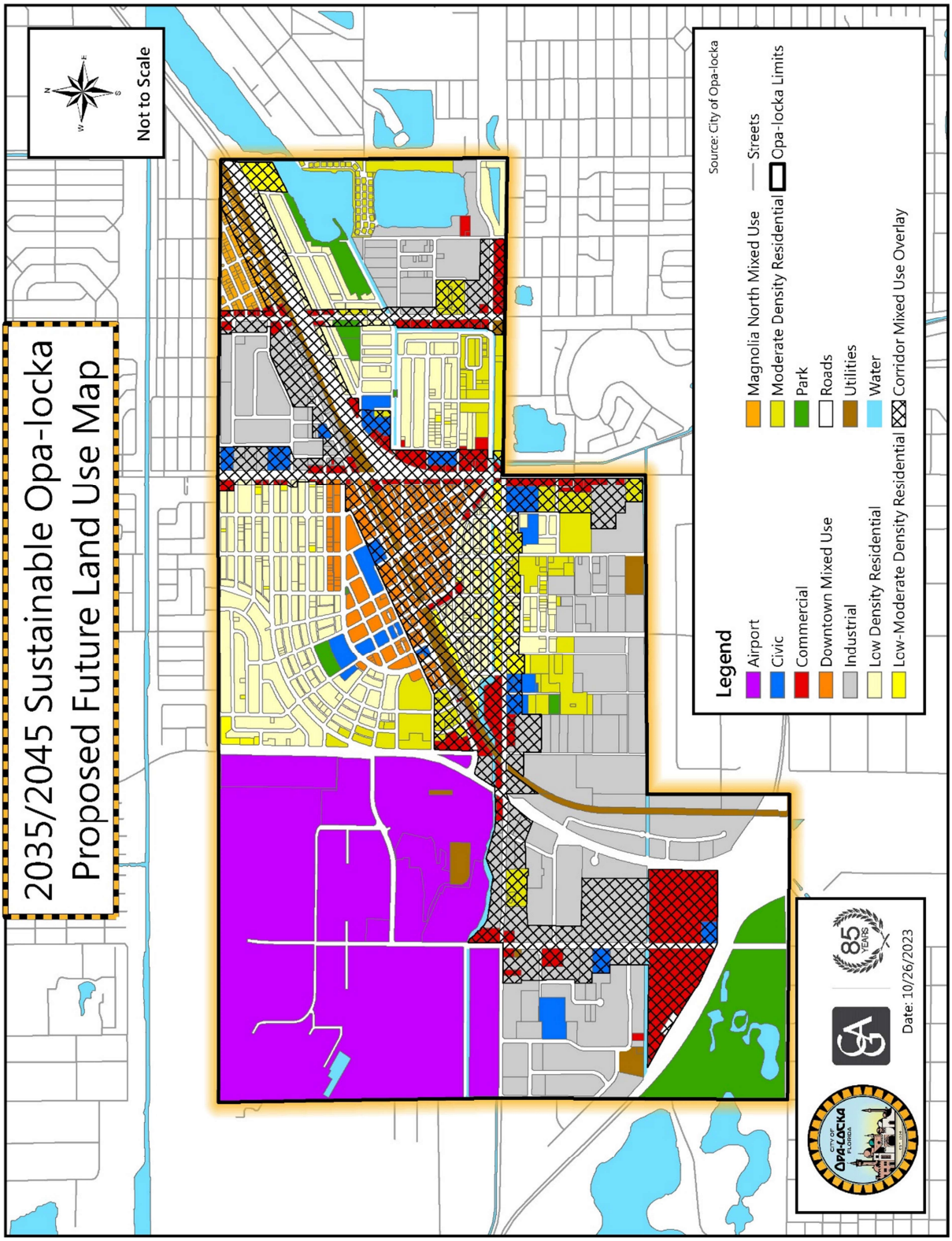

2035/2045 Sustainable Opa-locka
Proposed Future Land Use Map
Not to Scale
Legend
Airport
Civic
Commercial
Downtown Mixed Use
Industrial
Low Density Residential
Low-Moderate Density Residential
Magnolia North Mixed Use
Moderate Density Residential
Park
Roads
Utilities
Water
Corridor Mixed Use Overlay
Streets
Opa-locka Limits
Source: City of Opa-locka
Date: 10/26/2023

Figure LU-1

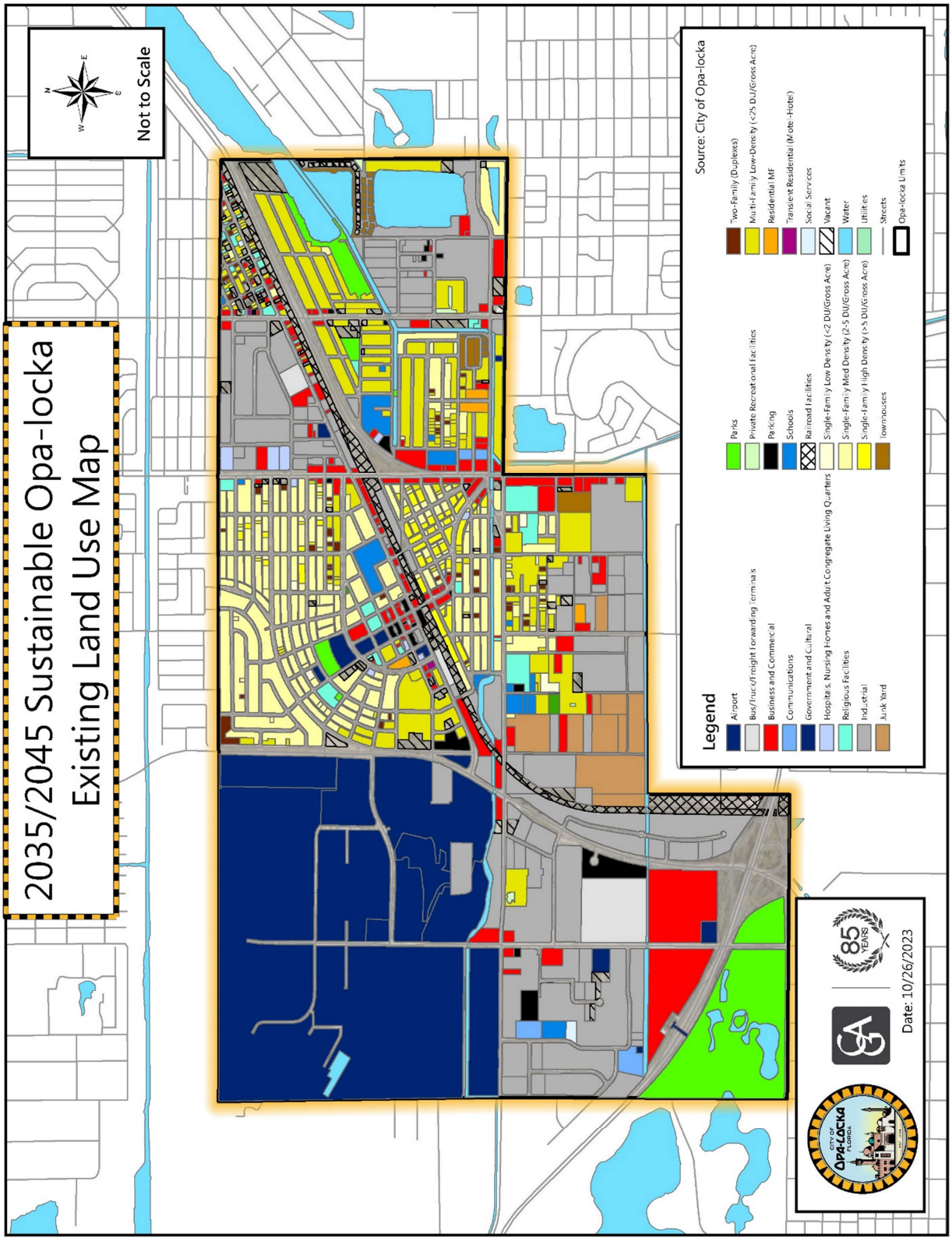

2035/2045 Sustainable Opa-locka
Existing Land Use Map
Not to Scale
Legend
Airport
Bus/Truck/Freight Forwarding Terminals
Business and Commercial
Communications
Government and Cultural
Hospitals, Nursing Homes and Adult Congregate Living Quarters
Religious Facilities
Industrial
Junk Yard
Parks
Private Recreational Facilities
Parking
Schools
Railroad Facilities
Single-Family Low Density (<2 DU/Gross Acre)
Single-Family Med Density (2-5 DU/Gross Acre)
Single-Family High Density (>5 DU/Gross Acre)
Townhouses
Two-Family (Duplexes)
Multi-Family Low-Density (<25 DU/Gross Acre)
Residential MF
Transient Residential (Mote-Hotel)
Social Services
Vacant
Water
Utilities
Streets
Opa-locka Limits
Source: City of Opa-locka
Date: 10/26/2023
85 YEARS

Figure LU-2

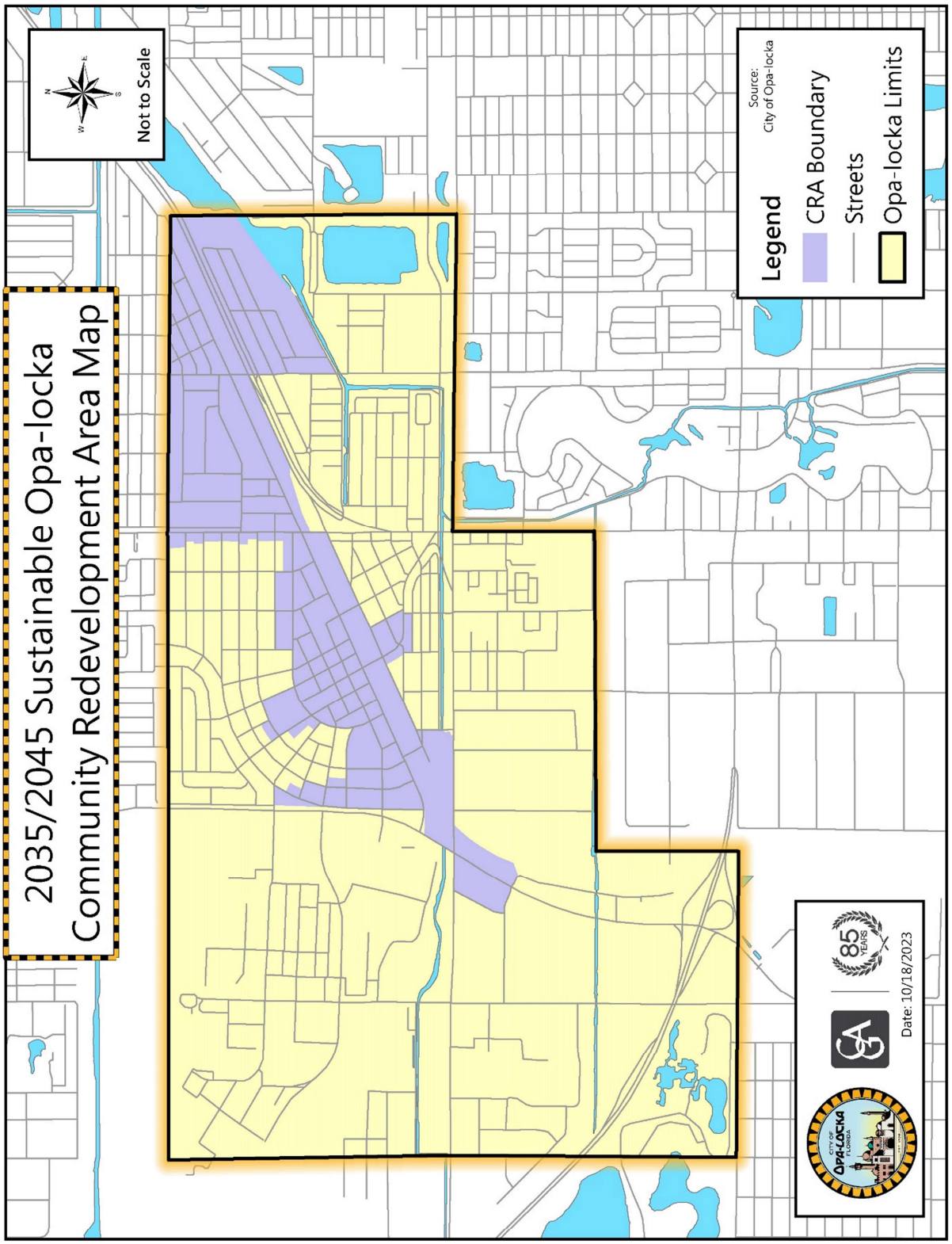

2035/2045 Sustainable Opa-locka
Community Redevelopment Area Map
Not to Scale
Legend
CRA Boundary
Streets
Opa-locka Limits
Source:
City of Opa-locka
Date: 10/18/2023

Figure LU-3

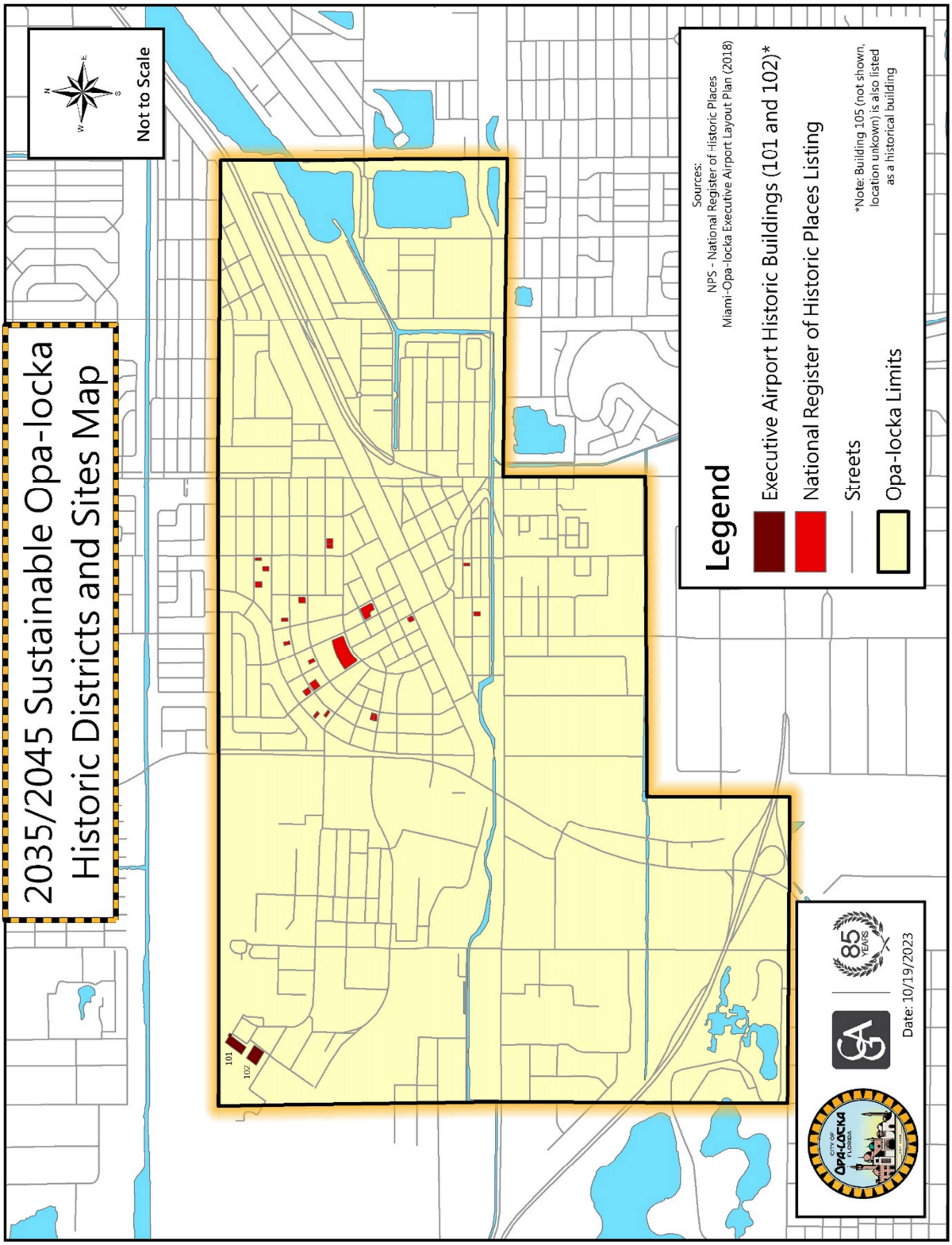

2035/2045 Sustainable Opa-locka
Historic Districts and Sites Map
Not to Scale
Legend
Executive Airport Historic Buildings (101 and 102)*
National Register of Historic Places Listing
Streets
Opa-locka Limits
Sources:
NPS - National Register of Historic Places
Miami-Opa-locka Executive Airport Layout Plan (2018)
*Note: Building 105 (not shown, location unkown) is also listed as a historical building
101
102
85 YEARS
Date: 10/19/2023

Figure LU-4

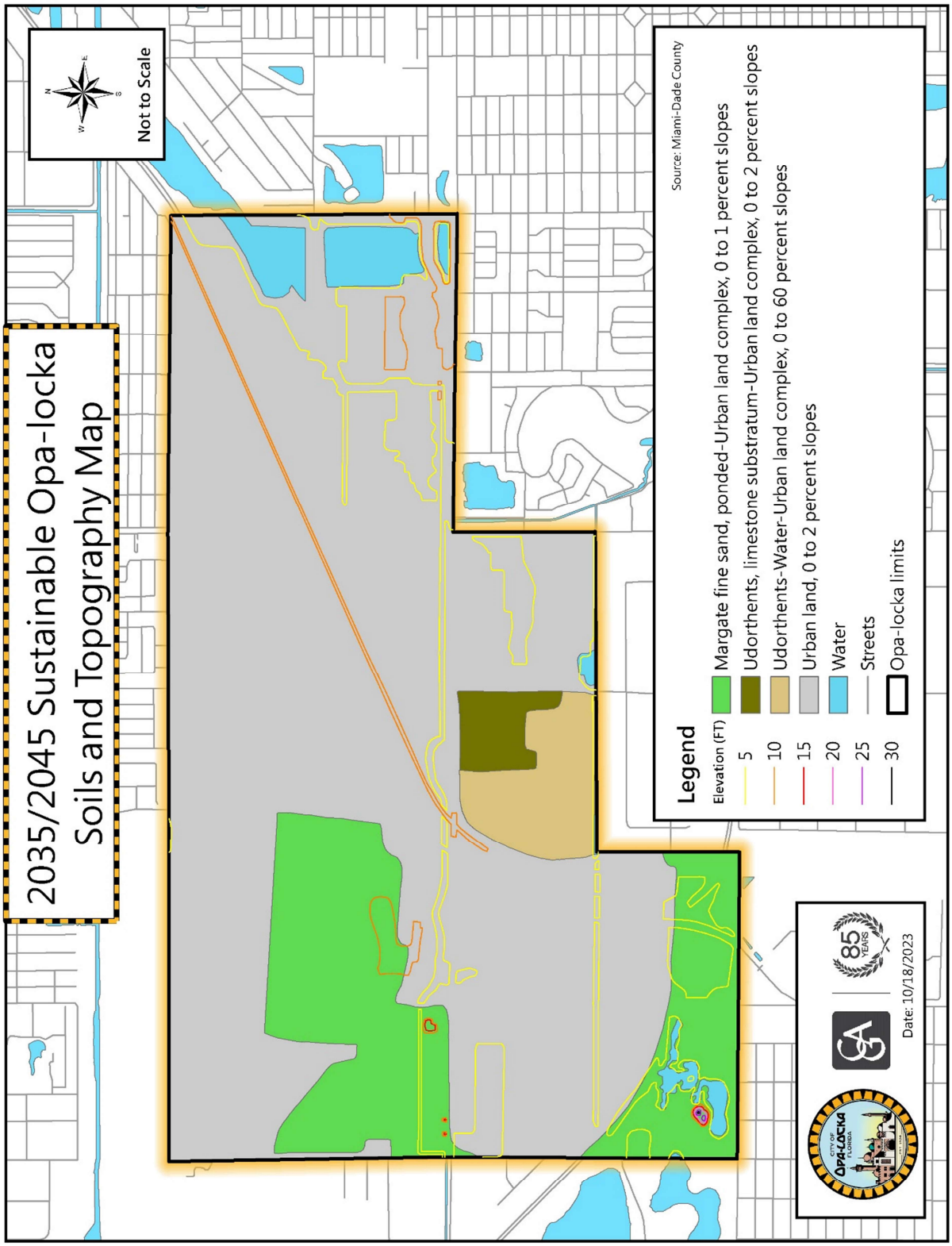

2035/2045 Sustainable Opa-locka
Soils and Topography Map
Not to Scale
Source: Miami-Dade County
Legend
Elevation (FT)
5
10
15
20
25
30
Margate fine sand, ponded-Urban land complex, 0 to 1 percent slopes
Udorthents, limestone substratum-Urban land complex, 0 to 2 percent slopes
Udorthents-Water-Urban land complex, 0 to 60 percent slopes
Urban land, 0 to 2 percent slopes
Water
Streets
Opa-locka limits
85 YEARS
Date: 10/18/2023

Figure LU-5

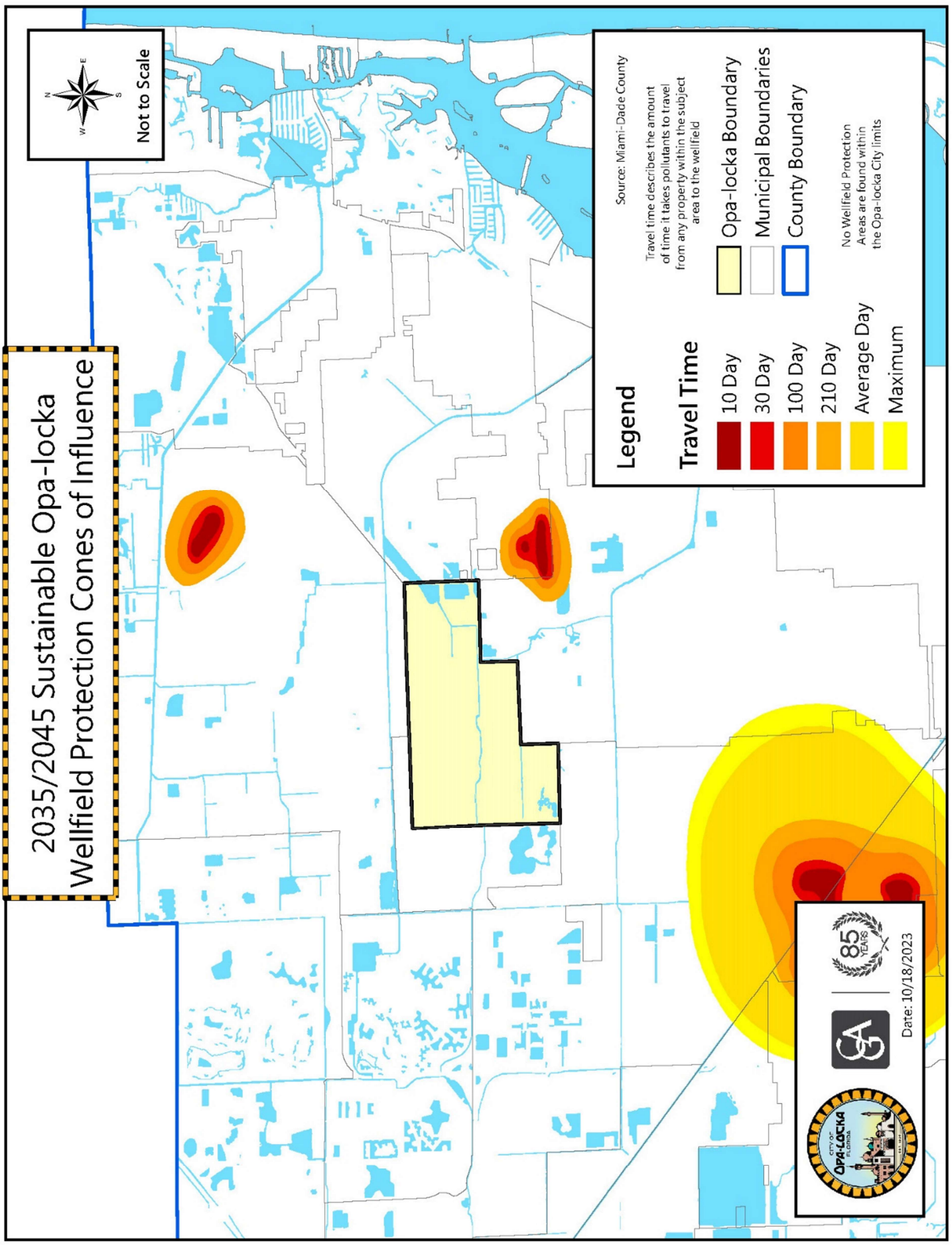

2035/2045 Sustainable Opa-locka
Wellfield Protection Cones of Influence
Not to Scale
Legend
Travel Time
10 Day
30 Day
100 Day
210 Day
Average Day
Maximum
Source: Miami-Dade County
Travel time describes the amount of time it takes pollutants to travel from any property within the subject area to the wellfield
Opa-locka Boundary
Municipal Boundaries
County Boundary
No Wellfield Protection Areas are found within the Opa-locka City limits
Date: 10/18/2023

Figure LU-6

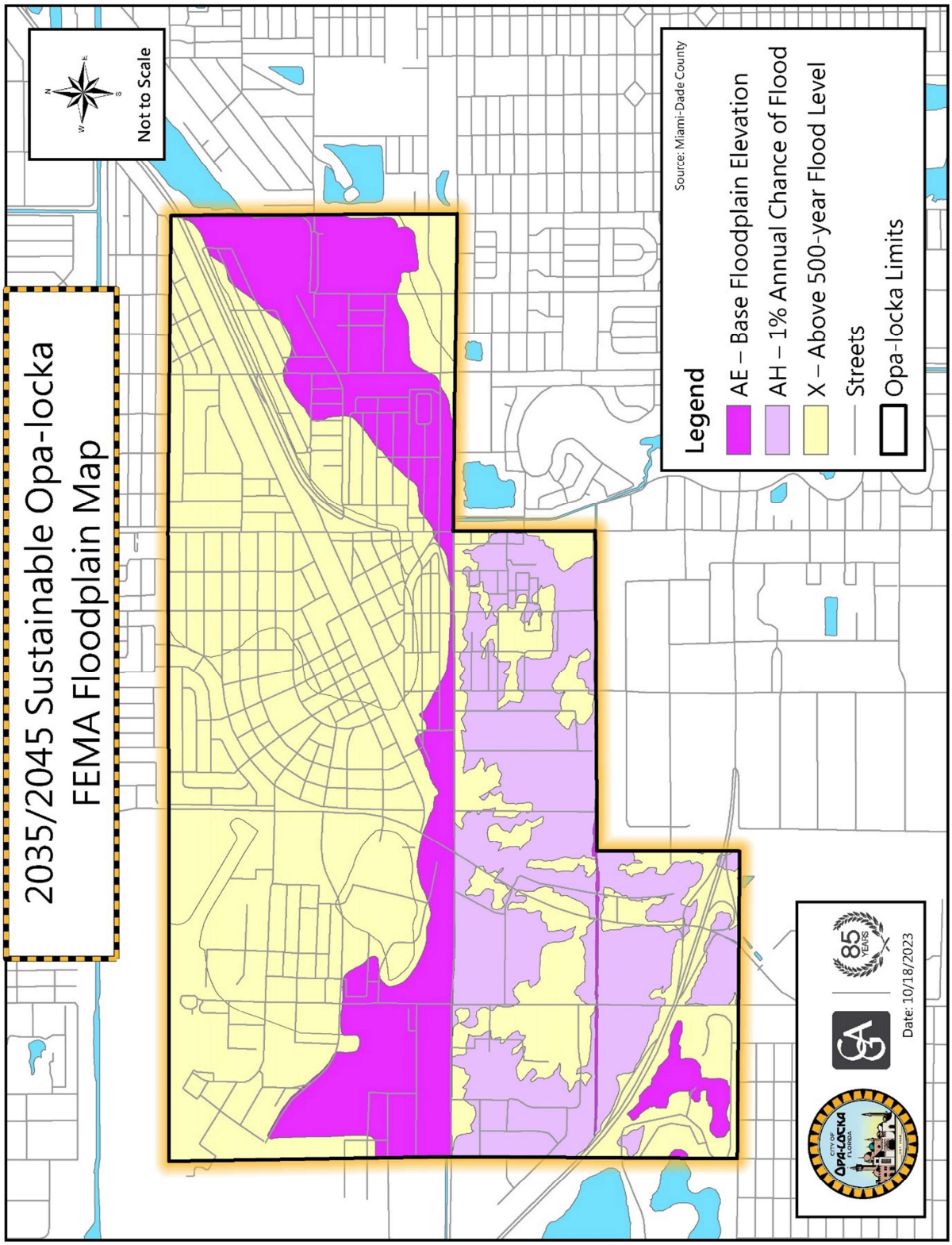

2035/2045 Sustainable Opa-locka
FEMA Floodplain Map
Not to Scale
Source: Miami-Dade County
Legend
AE – Base Floodplain Elevation
AH – 1% Annual Chance of Flood
X – Above 500-year Flood Level
Streets
Opa-locka Limits
85 YEARS
Date: 10/18/2023

Figure LU-7

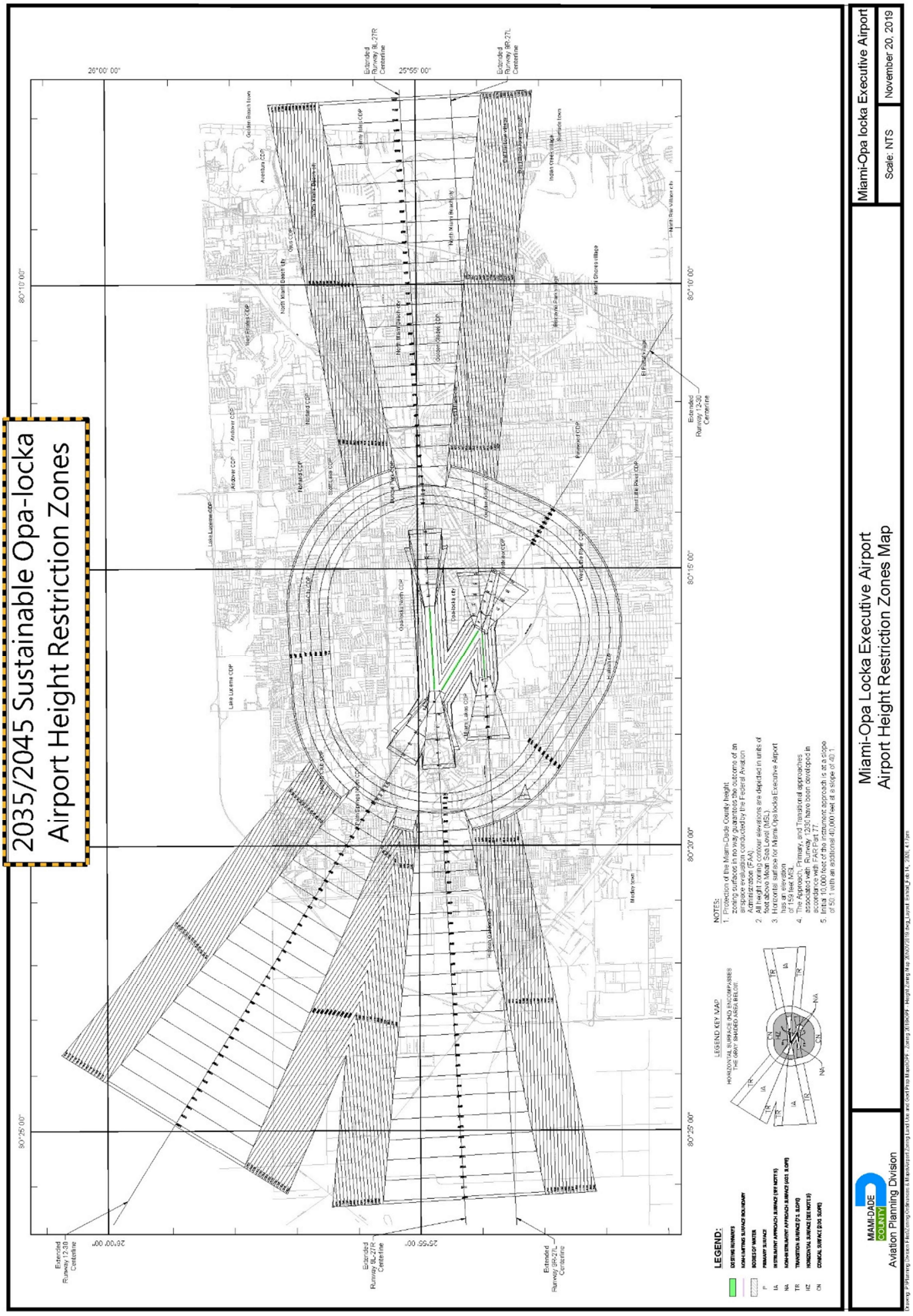

2035/2045 Sustainable Opa-locka
Airport Height Restriction Zones
Miami-Opa Locka Executive Airport
Airport Height Restriction Zones Map
Miami-Opa locka Executive Airport
Scale: NTS
November 20, 2019
MIAMI-DADE COUNTY
Aviation Planning Division
LEGEND:
LEGEND KEY MAP
NOTES:

Figure LU-8

REDEVELOPMENT AND ECONOMIC DEVELOPMENT ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Redevelopment and Economic Development Element recognizes the great challenges and unique opportunities that the City will faces in achieving its vision **to be~~, by 20302045,~~ a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors.** The Redevelopment and Economic Development Element, an optional Element under Florida's growth management laws, provides a foundation for the development of specific programs and activities to **create jobs** for current and future residents, **alleviate slum and blight**, and **create better neighborhoods**.

~~Theis Redevelopment and Economic Development Element Goal, objectives, monitoring measures, and policies are based on the data and analysis and background reports contained in Appendix A., Background Documents such as the Opa-locka Downtown Master Plan and Appendix B, Related Studies Links; the "Opa-locka Community Redevelopment Plan: A Blueprint for Economic Development and Empowerment", the Downtown Master Plan and; the intensive community outreach efforts that went into preparing these documents and finalizing amending this Comprehensive Plan. They also align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six-Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative.~~

The Redevelopment and Economic Development Element will accomplish its Goal through planning directives and activities aimed at:

- **Improving the local economy** to **create jobs** for residents, and to help **residents and businesses better compete**;
- Creating **distinctive shopping districts, commercial and manufacturing areas,** and
- **neighborhood focal points;**
- **Reducing slum and blight** and **improving the City's image;**
- Creating new **civic uses**, **public art**, and **cultural attractions**;
- Revitalizing **Downtown** as a **regional destination~~, and~~**;
- Providing a **balanced**, **sustainable economy**;
- Enhancing the **Tax Base~~, and, perhaps most importantly~~**;

- Maximizing **economic opportunities** for current and future residents through **job creation**, **fostering existing and attracting new businesses and industries**, and maintaining an **ample supply of economically-generating land uses** within the City's boundaries, and;
- Implementing the findings of the 2021 Opa-locka Downtown Master Plan.

REDEVELOPMENT AND ECONOMIC DEVELOPMENT ELEMENT

GOAL:
~~BY 20302045~~ THE CITY OF OPA-LOCKA WILL BE A STABLE, ATTRACTIVE AND VIBRANT FULL-SERVICE COMMUNITY WHICH PROVIDES EMPLOYMENT AND ECONOMIC OPPORTUNITIES FOR CURRENT AND FUTURE BUSINESSES AND RESIDENTS.

OBJECTIVE RED-1:
Refine, develop, and implement economic development activities to help Opa-locka residents and businesses compete at the local, State, and national levels.

Objective RED-1 Monitoring Measure:

1. A ~~five percent (5%) annual increase~~ continual upward trend in the number of new business licenses ~~in~~ issued by the City ~~between 2015 and 2030~~ through 2045 planning period;
2. A ~~50%~~ continued reduction in the City's unemployment rate ~~between 2015 and 2030~~ through the 2045 planning period.

~~*Note: A five percent annual increase in business licenses and a 50% reduction in unemployment rates will gauge the success of economic development efforts.*~~

~~***Florida Chamber Foundation Pillar: Business Climate & Competitiveness***~~

Policy RED-1.1: The City shall support the continuation and expansion of existing commercial and manufacturing enterprises at appropriate locations through technical assistance, the provision of incentives, and other appropriate strategies.

Implementation:

- Who? The City and the business community
- How? Providing incentives and assistance to encourage local businesses to expand their operations in the City, and hire City residents
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.2: The City shall support and promote the establishment of new commercial and manufacturing enterprises at appropriate locations, with a particular focus on businesses that will be owned by and/or that will employ City residents, through technical assistance, the provision of incentives, and other appropriate strategies.

Implementation:

- Who? The City and the business community
- How? Providing incentives for targeted businesses to locate their operations in the City, and hire City residents
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.3: The City shall support and promote the establishment, location and/or continued operation of small businesses, within its boundaries, particularly businesses owned by and/or employing City residents, through technical assistance, the provision of incentives, and other appropriate strategies.

Implementation:

- Who? The City and the business community
- How? Providing incentives and assistance to small business, particularly businesses owned by and employing City residents
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.4: The City shall periodically review its land use plans to ensure an adequate amount of appropriately zoned land to support commercial and manufacturing development.

Implementation:

- Who? The City
- How? Update the Comprehensive Plan at least once every ~~five to~~ seven years through the Evaluation and Appraisal process evaluate and, if necessary, adjust the amount of commercially and industrially designated lands
- When? As per State statutory deadlines

Policy RED-1.5: The City shall provide technical assistance to new and existing businesses to access capital and incentives, training programs, sales and job tax credits, brownfield redevelopment, Miami-Dade County's Enterprise Zone Program, federal Opportunity Zones, other county, state and federal programs, and amnesty programs to increase compliance with State and local licensing and permitting requirements, and business incubator programs.

Implementation:

- Who? The City and the business community
- How? Providing information and assistance to businesses about existing economic development programs and incentives, and developing new City programs and incentives such as the establishment of incubator space and regulatory barrier reductions
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.6: The City shall utilize its publicly owned vacant parcels to support its economic development and redevelopment efforts through such strategies as allowing their use by designated mobile vendors, providing a location for a business incubator, providing potential locations for targeted businesses, and other strategies as appropriate.

Implementation:

- Who? The City
- How? Identify vacant or underutilized City-owned properties, and make them available for temporary or permanent use ~~by businesses~~ through redevelopment that will help fulfill economic development goals
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.7: The City will coordinate economic development activities with partners such as the Beacon Council, Greater Miami Chamber, Minority Chamber of Commerce, Miami-Dade County ~~Economic Development & International Trade (Department of Regulatory and Economic Resources)~~, and South Florida Workforce.

Implementation:

- Who? The City, Miami-Dade County, and economic development agencies
- How? Interagency coordination
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.8: The City shall maintain an inventory of available properties for rent or development.

Implementation:

- Who? The City
- How? Maintaining and updating land use information and inventory
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.9: The City shall assist new and existing businesses in efforts to capitalize on niche market opportunities and targeted industry sectors, including but not limited to logistics and services ~~to the cruise industry~~.

Implementation:

- Who? The City and the business community
- How? Providing incentives and assistance to targeted industry sectors to encourage their

location ~~and~~ or expansion in the City
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.10: The City recognizes the value of continuing to provide land that allows heavy industrial and commercial uses, in appropriate locations, that have limited options for locating in other areas of the County and region, providing that these uses employ best management practices that reduce negative on- and off-site impacts and are appropriately buffered from other potentially incompatible land uses.

Implementation:
- Who? The City
- How? Maintaining ~~the current~~ a supply of lands zoned for heavy industrial and commercial uses through the 2035 and 2045 planning periods, while requiring the use of best management practices that reduce their negative effects
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.11: The City shall support and/or implement efforts to provide education and training to its residents in order to prepare them to work in targeted business sectors and industries, and to become more competitive at the local, regional, State and national levels.

Implementation:
- Who? The City, educational institutions, and workforce development agencies
- How? Coordination with, and the provision of technical assistance to, educational institutions and workforce development agencies that will educate and assist City residents
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.12: The City shall implement programs and provide incentives to attract residents and businesses that will enhance achievement of its redevelopment and economic development goals, such as artist recruitment programs.

Implementation:
- Who? The City
- How? Providing incentives and assistance to encourage artists and businesses that serve and support artists to locate in the City
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-1.13: The City shall evaluate the feasibility of establishing and maintaining a land bank to assist in ~~the~~ attracti~~on~~ng and establish~~ment~~ting ~~of~~ economic generators.

Implementation:

- Who? The City
- How? Investigate economic development land bank programs used in other communities, particularly ones that are comparable to Opa-locka
- When? ~~Within five years of plan adoption~~ Ongoing

Policy RED-1.14: By ~~2020~~2025, the City shall develop procedures to implement competitive application and business licensing fees and development exactions.

Implementation:

- Who? The City
- How? Coordination with the business community to gauge the effects of fees and exactions on economic development efforts, and recommending adjustments to reduce negative impacts
- When? By ~~2020~~2025

~~**Policy RED-1-15:** The Land Development Regulations shall authorize home based businesses.~~
~~Implementation:~~

- ~~Who? The City.~~
- ~~How? Land Development Regulations.~~
- ~~When? Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis.~~

Policy RED-1-15: The City shall evaluate and implement the findings of the Opa-locka Downtown Master Plan (2021) to create vibrant activity centers within the proposed Downtown and Innovation Districts of the City.
Implementation:

- Who? The City
- How? Through amended Land Development Regulations and Downtown Master Plan
- When? Ongoing

Policy RED-1.16: The City shall work with the development community to include a community benefits provision in new development agreements for industrial and commercial development.

Implementation:

- Who? The City and development community
- How? Through the Land Development Regulations and development agreements
- When? Ongoing

Policy RED-1.17: The City shall endeavor to redesignate lands from Industrial to other uses to allow for a more balanced distribution of land uses throughout the City.

Implementation:

- Who? The City and development community
- How? Through the Land Development Regulations and development agreements
- When? Ongoing

Policy RED-1.18: The City shall endeavor to remediate, or assist in remediating, brownfields located on publicly or privately owned lands. The city shall seek available funding to accomplish the elimination of brownfields.

Implementation:

- Who? The City, other governmental agencies and development community
- How? Through the Land Development Regulations and development agreements
- When? Ongoing

OBJECTIVE RED-2:
Enhance and promote the City of Opa-locka's unique character and identity by creating distinct shopping destinations, commercial and manufacturing areas, and neighborhood focal points.

Objective RED-2 Monitoring Measure:

1. Approval of at least five mixed use development and redevelopment projects ~~between 2015 and 2030~~ by 2035.
2. At least five new public art installations ~~between 2015 and 2030~~ by 2035.
3. ~~A d~~Defining gateway projects at all major arterial entrances into the City by ~~2030~~2035.
4. The establishment of a Cultural Heritage and Tourism program by 2025.

Note: The implementation of mixed use development and redevelopment projects, public art installations, gateway projects, and a cultural heritage and tourism program are key to the City's vision for its development and redevelopment. The numerical standards balance realistic expectations and fiscal constraints with the need for enough projects to have a significant Citywide impact.

~~Florida Chamber Foundation Pillar: Business Climate & Competitiveness.~~

Policy RED-2.1: The City shall seek to attract and retain catalytic retail and entertainment anchors

and special events within its business districts.

Implementation:

- Who? The City and the business community
- How? Providing incentives and assistance to encourage catalytic retail and entertainment anchors and special events to locate at targeted locations in Downtown and other business districts
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-2.2: The City shall provide incentives to encourage economic development of retail areas, especially in the Downtown Mixed Use District, by providing incentives such as density bonuses.

Implementation:

- Who? The City and the business community
- How? Providing density and other development bonuses in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy RED-2.3: The City shall continue to work with local businesses, residents, and property owners (and their associations) to identify and designate historical landmarks, and install public art works that contribute to the experience of Opa-locka's public realm.

Implementation:

- Who? The City and the business community
- How? Establishment of a Public Art and Cultural Heritage programs
- When? ~~On an o~~Ongoing ~~basis~~, establishment of an Art in Public Places Program by ~~2020~~2025

Policy RED-2.4: The City shall assist in the development and redevelopments of gateways along major arterials in ways that respect existing businesses, create opportunities for new enterprises, and provide an aesthetically appealing welcome to residents and visitors.

Implementation:

- Who? The City
- How? The Land Development Regulations and capital projects
- When? Ongoing through ~~2030~~2035

Policy RED-2.5: The City shall continue to identify key historic properties and other points of interest in the community in order to develop and promote Heritage Tourism and experiences geared toward cultural and heritage travelers.

Implementation:

- Who? The City and Miami-Dade County
- How? Identifying and designating historic sites, and the development and implementation of a Cultural and Heritage Tourism Program
- When? ~~By 2025~~ Ongoing

Policy RED-2.6: The City shall coordinate with the Miami-Dade Tourist Development Council to design and implement a cultural and heritage tourism program.

Implementation:

- Who? The City and the Miami-Dade Tourist Development Council
- How? Interagency coordination
- When? By 20~~25~~30

Policy RED-2.7: The City shall capitalize on its proximity to the Opa-locka Executive Airport and Miami International Airport by coordinating with the Miami-Dade Aviation Department on its development activities at the two airports and ensuring development adjacent to the Opa-locka Executive Airport supports the development agreements between Miami-Dade Aviation and its private sector partners to ensure compatible land uses with appropriate transitions.

Implementation:

- Who? The City and Miami-Dade County
- How? Interagency coordination and development review
- When? Ongoing

Policy RED-2.8: The City shall identify and implement capital improvement projects to address infrastructure deficiencies and improve the quality of the built environment in, and the function of, its land use districts.

Implementation:

- Who? The City
- How? Capital projects planning
- When? ~~Annually~~ Ongoing

OBJECTIVE RED-3:

Revitalize blighted areas of the community and address and correct identity and image issues that might impede redevelopment and economic development efforts.

Objective RED-3 Monitoring Measure:

1. A 40 percent reduction of blighted conditions between 2015 and 2030.

   Note: A 40% reduction in blighted conditions will gauge the success of community redevelopment efforts.

~~***Florida Chamber Foundation Pillar: Business Climate & Competiveness.***~~

Policy RED-3.1: The City shall require and enforce the orderly appearance of properties through its Code of Ordinances and Land Development Regulations.

Implementation:

- Who? The City
- How? The Land Development Regulations and capital projects
- When? Ongoing ~~through 2030~~

Policy RED-3.2: The City shall continue to work with public and private sector partners to acquire, improve, and resell substandard or obsolete housing as it becomes available, so it does~~n't~~ not languish as vacant or unsold.

Implementation:

- Who? The City and its Community Redevelopment Agency, in coordination with public and private sector housing developers and redevelopers
- How? The implementation of programs to acquire and rehabilitate substandard, ~~and~~ vacant or obsolete housing
- When? ~~By 2025~~ Ongoing

Policy RED-3.3: The City shall utilize code enforcement and other strategies to address blighted conditions in commercial and industrial districts.

Implementation:

- Who? The City
- How? Code enforcement
- When? Ongoing

Policy RED-3.4: By 204~~2~~5 the City shall develop an active feedback and response system to address maintenance issues affecting the public realm, ~~from~~ including cracked sidewalks~~,~~ ~~and~~ missing curbs, streets, drainage, ~~to~~ planting trees and installing street lighting and furniture.

Implementation:

- Who? The City
- How? Establish a program based on successful programs in other communities
- When? By 202~~0~~5

Policy RED-3.5: The City shall include a review of infrastructure (streets, sidewalk, drainage, lighting) in properties that are slated for demolition to assess the need for improved infrastructure.

Implementation:

- Who? The City
- How? Establish a program based on successful programs in other communities
- When? By 2025

Policy RED-3.~~5~~6: By 202~~0~~5 the City shall develop and implement a streetscape improvement plan to prioritize its investments.

Implementation:

- Who? The City
- How? Capital projects planning
- When? By 202~~0~~5, and on an annual basis

Policy RED-3.~~6~~7: ~~Via~~ Through its Land Development Regulations, the City shall ensure the development of open space and ~~foster the implementation of~~ attractive building façades and streetscapes in new development and redevelopment.

Implementation:

- Who? The City
- How? Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy RED-3.~~7~~8: The City shall implement community policing techniques such as creating bicycle patrols, reaching out to students participating in youth activities, empowering the community to

partner with law enforcement, and leveraging public private partnerships for security purposes.

Implementation:

- Who? The City and its Police Department
- How? The implementation of community-oriented policing programs and strategies
- When? Ongoing

Policy RED-3.~~8~~9: The City shall adopt and amend, as necessary, specific design guidelines for all commercial and mixed-use areas.

Implementation:

- Who? The City
- How? Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy RED-3.~~9~~10: The City shall explore opportunities to provide financial assistance and incentives for businesses to rehabilitate and replace storefronts, acquire equipment, and pursue other activities that encourage revitalization and support of development.

Implementation:

- Who? The City, its Community Redevelopment Agency, and the business community
- How? Providing grants, incentives, and assistance to assist local businesses with physical ~~plant~~ improvements that will increase the visual quality of the built environment
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-3.~~10~~11: The City shall assist in reviving and expanding business, social, and fraternal organizations.

Implementation:

- Who? The City and business, social and fraternal organizations
- How? Providing meeting venues and technical assistance to facilitate the establishment and operation of these organizations
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-3.~~11~~12: By ~~2030~~2030, reduce the incidence of blight, as defined in Florida Statute, by at least 40 percent.

Implementation:

- Who? The City and its Community Redevelopment Agency
- How? Code enforcement, capital projects, and Community Redevelopment Agency programs
- When? ~~By 2025 and 2030~~ Between 2020 and 2030

Policy RED-3.~~12~~13: The City and Community Redevelopment Agency shall implement "Opa-locka Community Redevelopment Plan: A Blueprint for Economic Development and Empowerment."

Implementation:

- Who? The City and its Community Redevelopment Agency
- How? Implementation of the referenced plan
- When? Ongoing

~~*Objective*~~ *OBJECTIVE RED-4:*

Foster a balanced, diverse, resilient, and sustainable local economy that contributes to the development of a high quality of life through the improvement of the financial well-being of its residents, and the protection of the City's ability to provide adequate infrastructure and civil services.

Objective RED-4 Monitoring Measure:

1. A ~~75~~50% reduction of the foreclosure rate between ~~2015 and 2030~~ 2020 and 2035.
2. A 30% increase in the City's tax base between ~~2015 and 2030~~ 2020 and 2035.

   Note: A ~~75~~50 percent reduction in the foreclosure rate and ~~50~~35 percent increase in the tax base will gauge the effectiveness of the City's economic recovery and redevelopment efforts.

3. Location of fresh food markets within ~~¼~~ ½ mile of all residential areas by ~~2030~~2030.

   Note: The location of a fresh food market within ~~¼~~ ½ mile of all residential areas will indicate the effectiveness of strategies to increase access to fresh, healthy food choices.

~~***Florida Chamber Foundation Pillar: Business Climate & Competiveness.***~~

Policy RED-4.1: The City shall update infrastructure plans and regulations on an annual basis.

Implementation:

- Who? The City

- How? Capital projects planning
- When? On an annual basis

Policy RED-4.2: The City, in coordination with business interests, shall work to make the necessary funding available to implement infrastructure improvements.

Implementation:

- Who? The City and the private sector
- How? Capital projects planning and Land Development Regulations that require infrastructure improvements as a condition for development approvals
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing/annual basis~~ Ongoing

Policy RED-4.3: The City shall continue to develop and amend a list of citywide strategic improvements needed to support entrepreneurial and business activities, including but not limited to business signage, improving the alignment of streets, customer parking, stormwater management, sidewalk completion, urban greening, street repair, building renovation, and gateways.

Implementation:

- Who? The City and the private sector
- How? The implementation of economic development activities in accordance with the Community Redevelopment Agency Plan
- When? Ongoing

Policy RED-4.4: ~~By 2020,~~ tThe City shall ~~develop and~~ implement mechanisms to coordinate housing rehabilitation and new construction programs with its economic development programs.

Implementation:

- Who? The City, its Community Redevelopment Agency, and other agency partners
- How? Seeking grants and other funding sources to implement housing programs
- When? ~~By 2020~~ Ongoing

~~**Policy RED-4.5:** The City shall work with public and private sector partners to acquire, improve, and resell substandard housing as it becomes available, so it doesn't languish unsold.~~

~~Implementation:~~

- ~~Who? The City and its Community Redevelopment Agency, in coordination with public and private sector housing developers and redevelopers.~~

- ~~How? The implementation of programs to acquire and rehabilitate substandard and obsolete housing.~~
- ~~When? By 2025.~~

Policy RED-4.~~6~~5: The City shall seek to reduce of the number of foreclosures occurring annually ~~by at least five percent~~ to achieve its goal of reducing foreclosures by 50% between 2020 and 2030.

Implementation:

- Who? The City and its Community Redevelopment Agency, in association with other agency partners and lending institutions
- How? The implementation of homeowner assistance, financial education, and assisted negotiation programs
- When? Ongoing

Policy RED-4.~~7~~6: ~~By 2020,~~ ~~t~~The City shall continue to implement home foreclosure intervention tactics, including but not limited to grants, assisted negotiations, and financial planning education.

Implementation:

- Who? The City and its Community Redevelopment Agency, in association with other agency partners and lending institutions
- How? The ~~implementation~~ continuation of foreclosure intervention tactics
- When? ~~By 2045~~ Ongoing

Policy RED-4.~~8~~7: The City shall seek to reduce the level of unemployment through the provision of education and training opportunities, job placement assistance, the attraction of employment generators, the encouragement of "Hire Local" practices, and other appropriate mechanisms.

Implementation:

- Who? The City and its Community Redevelopment Agency, in association with the private sector, educational institutions, and workforce development agencies
- How? The implementation of economic development, job creation and placement, and educational programs and policies
- When? Ongoing

Policy RED-4.~~9~~8: The City shall seek to increase its tax base through the implementation of programs to: increase property values; attract additional commercial, industrial and mixed use developments; reduce the percentage of land that is owned by tax-exempt organizations or

public entities, and; the development or redevelopment of vacant or underutilized parcels.

Implementation:

- Who? The City and its Community Redevelopment Agency
- How? The implementation of economic development and redevelopment programs, and the Land Development Regulations
- When? Ongoing

Policy RED-4.~~10~~9: The City of Opa-Locka shall seek to have food markets providing fresh and healthy products within ~~¼~~ ½ mile of all residential areas by 2030.

Implementation:

- Who? The City, its Community Redevelopment Agency and other agency partners, and the private sector
- How? Providing incentives and assistance to encourage ~~artists and businesses~~ food markets providing fresh and healthy products ~~that~~ to serve ~~and support artists to locate in~~ the City's residents
- When? On an ongoing basis, through 2030

Policy RED-4.~~11~~10: The City shall coordinate with the Florida Department of Environmental Protection, Miami-Dade County, the South Florida Regional Planning Council, and the private sector on the assessment, remediation, and redevelopment of brownfields within the ~~c~~City.

Implementation:

- Who? The City, its Community Redevelopment Agency, ~~and the named organization and entities~~ other governmental agencies and the private sector
- How? Identifying and remediating brownfields, and marketing these sites for redevelopment ~~with~~ for targeted uses
- When? Ongoing

~~*Objective*~~ *OBJECTIVE RED-5:*
Redevelop and revitalize downtown Opa-locka to create a mix of uses that position it as a regional destination.

Objective RED-5 Monitoring Measure:

1. At least ~~three~~ five mixed use development and redevelopment projects and/or Transit Oriented Development projects in the Downtown Mixed Use District ~~between 2015 and 2030~~ by 2035.

Notes: The implementation of mixed use development and redevelopment projects and Transit Oriented Development as allowed by and provided for in the Plan, is an important component in the City's vision for its development and redevelopment. The "at least ~~three~~ five projects" standard balances realistic expectations and fiscal constraints with the need for enough redevelopment projects to have a significant impact in implementing the redevelopment vision for the Downtown District.

~~Florida Chamber Foundation Pillar: Business Climate & Competiveness.~~

Policy RED-5.1: The City shall maintain enduring collaborative partnerships with the Community Redevelopment Agency and the Opa-locka ~~Community Development Corporation~~ Ten North Group to facilitate the revitalization of downtown.

Implementation:

- Who? The City, its Community Redevelopment Agency, Ten North Group and agency partners
- How? The implementation of downtown redevelopment and economic development strategies, in accordance with this Plan and the Community Redevelopment Agency Plan
- When? Ongoing

Policy RED-5.2: The Community Redevelopment Agency shall ~~take the~~ lead on downtown revitalization, including working with property owners, tenant businesses, developers, and contractors to implement strategies for enhancement of the appearance of downtown and gateway corridor buildings and their environs.

Implementation:

- Who? The City and its Community Redevelopment Agency
- How? The implementation of downtown redevelopment strategies, in accordance with this Plan and the Community Redevelopment Agency Plan
- When? Ongoing

Policy RED-5.3: The City shall facilitate agreements with the Community Redevelopment Agency and the ~~Opa-locka Community Development Corporation~~ Ten North Group to share responsibilities, resources, and credit, and to tap the unique talents and capabilities of each.

Implementation:

- Who? The City, its Community Redevelopment Agency, and the ~~Opa-locka Community Development Corporation~~ Ten North Group

- How? Interagency coordination
- When? Ongoing

Policy RED-5.4: The City shall phase the transformation of downtown, beginning with encouraging building owners to make modest improvements to the exteriors and providing assistance to improve the business practices of existing retailers and restaurateurs.

Implementation:

- Who? The City, its Community Redevelopment Agency, and the business community
- How? Providing grants, incentives, and assistance to assist downtown businesses with physical plant and operational improvements
- When? ~~On an o~~Ongoing ~~basis~~

Policy RED-5.5: The City shall ~~create and execute a~~ continue executing the plan for landscaping and street furniture improvements along Opa-locka Boulevard from Sharazad Boulevard to the Tri-Rail tracks; along Fisherman Street from Sinbad Avenue to Sharazad Boulevard, and Ali Baba Avenue from Sharazad Boulevard to Sinbad Street.

Implementation:

- Who? The City and its Community Redevelopment Agency
- How? Capital projects planning
- When? ~~Plan by 2017 ,~~ Through the ~~c~~Capital ~~i~~Improvements on an annual basis

Policy RED-5.6: The City shall preserve and maintain historic Moorish Revival buildings, ensuring that new buildings add to this tradition in harmonious contemporary ways.

Implementation:

- Who? The City
- How? Urban design guidelines and development review
- When? ~~Guidelines by 2017~~ Ongoing

Policy RED-5.7: The City shall create and adopt illustrated design guidelines for new or rehabilitated buildings in the downtown area and along major gateway corridors.

Implementation:

- Who? The City
- How? Urban design guidelines and development review
- When? ~~Guidelines by 2017~~ Ongoing

Policy RED-5.8: The City shall encourage owners of historic Moorish buildings, including single-family houses, to restore the exteriors of their buildings. The City shall consider providing design assistance and modest financial incentives to owners for this purpose.

Implementation:

- Who? The City and its Community Redevelopment Agency
- How? The provision of grant and other forms of assistance
- When? Ongoing

Policy RED-5.9: The City shall explore options to give priority access to owners of historic Moorish buildings for low-interest financing for interior improvements.

Implementation:

- Who? The City and its Community Redevelopment Agency
- How? The provision of low interest or deferred payment loans, and other forms of assistance
- When? Ongoing

Policy RED-5.10: The City shall require Moorish design elements to be incorporated in new development to the greatest extent possible as adopted by the City and included in the Moorish Design Guidelines adopted in 2021.

Implementation:

- Who? The City and development community
- How? Through the Land Development Regulations and Moorish Design Guidelines
- When? Ongoing

OBJECTIVE RED-6:
Create new ~~C~~civic ~~U~~uses, public art, and cultural events within Opa-locka.

Objective RED-6 Monitoring Measure:

1. At least five new public art installations ~~between 2015 and 2030~~ by 2035.
2. A renovated and iconic City Hall complex by ~~2020~~2025.
3. The establishment of a Cultural Heritage and Tourism program by ~~2025~~2025.

Note: The implementation of public art installations, a renovated City Hall, and a cultural heritage and tourism program are key to the City's vision for its development and redevelopment. The numerical standards balance realistic expectations and fiscal

constraints with the need for enough projects to have a significant Citywide impact.

~~***Florida Chamber Foundation Pillar: Quality of Life & Quality Places***~~

Policy RED-6.1: The City shall restore City Hall as a landmark, community place of encounters, community garden, public building, and ~~C~~city square.

Implementation:

- Who? The City
- How? Capital improvement projects
- When? By ~~2020~~2030

Policy RED-6.2: The City shall designate Ali Baba Avenue and Opa-locka Boulevard as public art corridors, providing large-scale artworks that serve as gateways to the City and will perform simultaneously as architecture and public art, landmarks, and places of encounter.

Implementation:

- Who? The City
- How? The establishment and implementation of a public arts program
- When? By ~~2020~~2035

Policy RED-6.3: The City shall partner with the private sector to produce an annual art exhibit in ~~d~~Downtown timed to coordinate with Art Basel Miami. The exhibit will be promoted heavily in arts media. The City shall evaluate the use of its facilities, such as the Sherbondy Recreation Center, for this annual art exhibit.

Implementation:

- Who? The City, its Community Redevelopment Agency, the Opa-locka Community Development Corporation, and the private sector
- How? Interagency coordination and special events planning
- When? By ~~2020~~2025

Policy RED-6.4: The City shall ~~consider~~ continue developing a program of annual exhibits and major cultural festivals around Afro-Caribbean and Afro-Hispanic arts and cultural expressions.

Implementation:

- Who? The City, its Community Redevelopment Agency, the Opa-locka Community Development Corporation, and the private sector
- How? Interagency coordination and special events planning

- When? ~~Upon Plan adoption~~ Ongoing

Policy RED-6.5: The City shall ~~develop and~~ implement a Mural Program that incorporates the following guidelines:

1) Opa-locka's murals will be of the highest possible quality, executed by accomplished artists;
2) The program will be advised by a professional panel of artists and a curator;
3) Mural sites will be focused in specific geographic areas and as part of the larger overall intent of improving the visual appearance of major corridors and the Downtown;
4) Artists will be invited to submit proposals 1-2 times a year; artists and sites will be selected by the expert panel and curator;
5) Murals will be intentionally temporary (1-3 year life span). Artists should not expect to create permanent works with this program;
6) Artists will be encouraged to work and collaborate with students in local schools, developing patterns and training students in the art of mural painting;
7) In all cases and to the greatest degree possible, people from the community will be invited to work with the chosen artists in executing each project.

Implementation:

- Who? The City
- How? The establishment and implementation of a public arts program
- When? By ~~2020~~2025

Policy RED-6.6: The City shall continue to develop a series of cultural events to be held year-round using locations such as the proposed Duval Market Street and Downtown.

Implementation:

- Who? The City, its Community Redevelopment Agency, the Opa-locka Community Development Corporation, and the private sector
- How? Interagency coordination and special events planning
- When? By 2025/Ongoing

Policy RED-6.7: The City shall work with community-based organizations, such as the ~~Opa-locka Community Development Corporation~~ Ten North Group, to develop and implement support mechanism for artists living and working in Opa-locka.

Implementation:

- Who? The City, its Community Redevelopment Agency, the Opa-locka Community Development Corporation, and the private sector
- How? Interagency coordination and the provision of incentives and assistance to artists in the City
- When? ~~Upon Plan adoption~~ Ongoing

Policy RED-6.8: The City shall designate live-work artist housing in the Opa-locka warehouse district along Ali Baba Avenue between NW 22nd Avenue and NW 27th Avenue.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy RED-6.9: The City shall create Ali Baba Square at the intersection of Ali Baba Avenue and NW 151st Street and designate it as a ~~C~~civic ~~U~~use. The following guidelines should be used in the development of the Ali Baba Square:

1) The perimeter of the square may be defined by small buildings and open air rooms that have community functions such as a community hall, daycare, and a stage for concerts and movies;
2) The "landmark" barbecue establishment is incorporated and a tower element on Ali Baba Avenue helps to locate the square from a distance;
3) Lines of low growing oak trees provide a backdrop for the sculpture and, along with the perimeter buildings, embrace it.

Implementation:

- Who? The City, its Community Redevelopment Agency, and the ~~Opa-locka Community Development Corporation~~ Ten North Group
- How? Capital projects and development review
- When? By ~~2025~~2030

Policy RED-6.10: The City shall create the Duval Street Open Room using the following guidelines:

1) Create an open room with patterned walls based on the colors of Caribbean flags;
2) Provide a terminus to the perspective looking south on Duval Market Street;

3) Dedicate half to sports (with a multipurpose athletic court) and half to a community public room to play dominoes, chat, and get together with friends;
4) The entrance shall be on Duval Street; and
5) Include a community garden.

Implementation:

- Who? The City, its Community Redevelopment Agency, and the ~~Opa-locka Community Development Corporation~~ Ten North Group
- How? Capital projects and development review
- When? By ~~2025~~2030

Policy RED-6.11: The City shall provide streetscapes along Ali Baba Avenue and Duval Street by instituting a tree planting program and wider and distinctive sidewalk improvements in conjunction with property owners.

Implementation:

- Who? The City, its Community Redevelopment Agency, the ~~Opa-locka Community Development Corporation~~ Ten North Group, and property owners
- How? Capital projects and development review
- When? By ~~2025~~2030

Policy RED-6.12: The City shall create the Duval Street Market running from Ali Baba Avenue to Grant Avenue as a continuous light structure to be decorated by the neighborhood according to the event.

Implementation:

- Who? The City, its Community Redevelopment Agency, the O~~pa-locka Community Development Corporation~~ Ten North Group, and property owners
- How? Capital projects, development review and special events planning
- When? By ~~2025~~2030

Policy RED-6.13: The Land Development Regulations shall authorize community gardens and shared off-street parking on lots along Duval Street within the Magnolia North Neighborhood.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an~~

~~ongoing basis~~ Ongoing

Policy RED-6.14: The City shall coordinate with the ~~Opa-locka Community Development Corporation~~ Ten North Group, Miami-Dade Cultural Affairs, and other private and civic organizations to fund and implement the placement of art within the community. The City shall evaluate incentives that could be provided during the land development and review process for projects that include publicly-accessible art.

Implementation:

- Who? The City, its Community Redevelopment Agency, and ~~the named~~ private and civic organizations and entities
- How? The establishment and implementation of a public arts program
- When? By ~~2020~~2025

Policy RED-6.15: The City shall work with civic organizations and residents to identify the type and frequency of cultural events and festivals that will be conducted.

Implementation:

- Who? The City, its Community Redevelopment Agency, the ~~Opa-locka Community Development Corporation~~ Ten North Group, and the private sector
- How? Public engagement and special events planning
- When? Ongoing

OBJECTIVE RED-7:
Minimize commercial displacement due to gentrification and ensure the uniform and equitable treatment of persons and businesses displaced by City-supported redevelopment programs.

Monitoring Measure:

1. Tracking of changes in assessed property values between 2023 and 2045
2. Tracking of U.S. Census data
3. Tracking of commercial property sales, construction, and redevelopment between 2023 and 2045
4. 100% of businesses displaced (if any) provided with technical and financial relocation assistance to mitigate displacement hardship.

Policy RED-7.1: The City shall coordinate with the private sector in ensuring that alternative, affordable sites in comparable commercial facilities are available to businesses displaced through urban redevelopment projects prior to their displacement.

Implementation:

- Who? The City and the private sector
- How? Ensuring that businesses displaced by public sector-supported redevelopment activities are provided with access to comparable, affordable sites, which is facilitated through development agreements
- When? Ongoing

Policy RED-7.2: The City shall minimize unwanted commercial displacement due to urban redevelopment activity by ensuring access to comparable commercial use sites in the new development or elsewhere within the City, or by providing financial relocation assistance as delineated in Policy RED-7.1. Comparable commercial use sites shall be at least as locationally advantageous and affordable as the sites from which business owners are displaced.

Implementation:

- Who? The City and the private sector
- How? Amending Land Development Regulations to ensure that businesses under threat of displacement by new mixed-use or commercial development and redevelopment are provided with access to comparable, affordable commercial use sites on site or elsewhere in the City; implementation of the regulations through the development review process.
- When? Ongoing

TRANSPORTATION ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Transportation Element reflects its strategy for ensuring that residents, businesses, and visitors are provided with the full array of mobility options through the planning period. Providing a safe, convenient, and efficient multi-modal transportation system is key to the City's ability to achieve its vision of being a successful and financially stable, full-service community ~~by 2030~~. The Transportation Element lays out multi-modal transportation strategies to help achieve this vision, while also addressing mandated State planning requirements.

~~The Transportation Element Goal, objectives, monitoring measures and policies are based on: the data and analysis and background reports contained in contained in Appendix A., Background Documents and Appendix B, Related Studies Links; the City's Transportation Master Plan, and; the intensive community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)), and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six Pillars) Process and six livability principles of HUD's Sustainable Communities Initiative.~~

The Transportation Element will accomplish its Goal through planning directives and activities aimed at:

- Meeting and exceeding adopted Level of Service standards for **vehicles**, **bicycles**, and **pedestrians**;
- Protecting existing and future **right-of-ways**;
- Improving **traffic circulation**;
- Improving **bicycle and pedestrian facilities**;
- Ensuring the provision of **safe**, **convenient**, and **efficient transit**;
- Coordinating **transportation and land use planning** to ensure that all areas of the City are served with a **full range of multi-modal transportation options**;
- **Reducing ~~vehicle emissions~~ reliance on fossil fuel-powered vehicles**, thereby **reducing greenhouse gas emissions;**
- Reevaluating **parking needs** in the Downtown and residential locations, and enforcing **parking restrictions** in public ROWs, swales, and medians.

TRANSPORTATION ELEMENT

GOAL:
~~BY 2020~~ THERE WILL BE A SAFE, CONVENIENT, AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM IN THE CITY OF OPA-LOCKA THAT PROVIDES EASE OF MOBILITY TO ALL PEOPLE AND FOR ALL GOODS, ENHANCES COMMUNITY CHARACTER AND LIVABILITY, FOSTERS ECONOMIC GROWTH AND DEVELOPMENT, AND REDUCES GREENHOUSE GAS EMISSIONS.

OBJECTIVE T-1:
Ensure a safe, convenient, and efficient motorized and non-motorized transportation system through maintaining ~~and~~ or surpassing level of service (LOS) standards.

Objective T-1 Monitoring Measures:

1. Achievement of Roadway Level of Service standards
2. Achievement of Bicycle and Pedestrian Level of Service standards

Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with roadway capacity, and that the City is improving its bicycle and pedestrian infrastructure.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy T-1.1: The City hereby adopts the following peak period roadway level of service standards:

LOS D	State roadways and intersections ~~– LOS D~~;
LOS E	All other roadways ~~– LOS E~~.

Implementation:

- Who? The City, other transportation agencies, and developers
- How? Ensuring that adequate roadway capacity is available to serve proposed development; requiring roadway improvements as a condition for development approvals if the Level of Service Standard will not be met
- When? Ongoing

Policy T-1.2: Bicycle Level of Service Standards. The City shall seek to maintain a bicycle Level of Service Standard of B or better on all roadways with designated bicycle lanes in accordance with the flowing definitions:

LOS A - On and off-street facilities, low level of interaction with motor vehicles, appropriate for all riders

LOS B - Low level of interaction with motor vehicles, appropriate for all riders

LOS C - Appropriate for most riders, some supervision may be required, moderate interaction with motor vehicles

LOS D - Appropriate for advanced adult bicyclists, moderate to high interactions with motor vehicles

LOS E - Cautious use by advanced adult riders, high interactions with motor vehicles

LOS F - Generally not safe for bicycle use, high level of interactions with motor vehicles

Implementation:

- Who? The City, other transportation agencies, and developers
- How? Improvement of existing and provision of new bicycle facilities through capital improvements
- When? Ongoing

Policy T-1.3: Pedestrian Level of Service Standards. The City shall seek to maintain a pedestrian Level of Service Standard of B or better on all roadways with designated pedestrian facilities in accordance with the flowing definitions:

LOS A - Highly pedestrian oriented and attractive for pedestrian trips, with sidewalks, pedestrian friendly intersection design, low vehicular traffic volume, and ample pedestrian amenities

LOS B - Similar to A, but with fewer amenities and low to moderate level of interaction with motor vehicles

LOS C - Adequate for pedestrians, some deficiencies in intersection design, moderate interactions with motor vehicles

LOS D - Adequate for pedestrians but with deficiencies in intersection design and pedestrian safety and comfort features, may be some gaps in the sidewalk system, moderate to high interactions with motor vehicles

LOS E - Inadequate for pedestrian use, deficient pedestrian facilities, high interactions with motor vehicles

LOS F - Inadequate for pedestrian use, no pedestrian facilities, high interactions with motor vehicles

Implementation:

- Who? The City, other transportation agencies, and developers
- How? Improvement of existing and provision of new sidewalks, crossings, and other pedestrian facilities through ~~capital improvements~~ Capital Improvements.
- When? Ongoing

Policy T-1.4: The City shall continue to endeavor to provide regular resurfacing and restriping of roads where needed, and coordinate the improvement of sidewalks, lighting, street furnishings and fixtures, signage, drainage, swales, and plantings amongst its departments to create Complete Streets.

Implementation:

- Who? The City, including Capital Improvements, Public Works, and Planning and Community Development
- How? Inter-departmental coordination and budgeting
- When? Ongoing

Policy T-1.5: The City shall enforce its mandatory Impact Fee ordinance to assure that roadway dedication and other public benefits are furnished as per private development agreements.

Implementation:

- Who? The City, including Building and Zoning personnel
- How? Maintenance of standard procedures to approve, monitor, and enforce development agreements
- When? Ongoing

Policy T-1.6: The City shall endeavor to ensure that all public streets are kept open and connected and free of barricades that impede circulation, unless necessary for a temporary safety purpose.

Implementation:

- Who? The City, including Public Works
- How? Coordination between residents and City staff to remove existing barricades where possible
- When? Ongoing

OBJECTIVE T-2:

Protect existing and future rights-of-way from encroachment. Monitoring Measures:

1. No new roadways that ~~did~~ do not meet the right-of-way requirements ~~between~~

~~adoption and 2030~~;

2. Achievement of the roadway Level of Service Standards

Note: Ensuring that all new roadways meet right-of-way requirements demonstrates progress in achieving policies T-2.1 and T-2.2, while meeting the Level of Service Standard for roadways demonstrates progress in achieving Policy T-2.3.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy T-2.1: The ~~city~~ City shall continue to maintain and enforce applicable right-of-way requirements for collector and local roads.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy T-2.2: The City shall preserve existing rights-of-way and shall enforce standards requiring dedication of roadways for which the need is generated by new development.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy T-2.3: The City shall implement a program for mandatory dedication or fees in lieu thereof as a condition of development approval associated with plats, re-plats, PUDs, or site plans where such developments generate a need for new or improved roadways. The purpose and intent of such program shall be to ensure that: 1) adequate road ROW and necessary roadway improvements are dedicated and developed concurrent with the impacts of new development; and 2) the cost of such improvements shall be borne by the developer generating the need for the facilities.

Implementation:

- Who? The City
- How? ~~The~~ Enforcement of the Land Development Regulations for new development

- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE T-3:
Coordinate with FDOT, ~~the~~ Miami-Dade County, and other transportation agencies to attain improvements to State and County roadways required to accommodate future traffic circulation system demands through the short- and long-term planning horizons in the City.

Objective T-3 Monitoring Measure:

1. Achievement of Roadway Level of Service standards
2. All arterial roads function as ~~"~~Complete Streets~~"~~ that meet Level of Service standards for bicycles and pedestrians ~~by 2030~~

   Note: Achievement of the adopted Level of Service standards demonstrates that the City is coordinating effectively with transportation agencies to ensure adequate roadway capacity, and that arterials roads are functioning as ~~"~~Complete Streets~~" (See Policy T-3.4)~~.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy T-3.1: Planned FDOT roadway improvements that impact Levels of Service or otherwise further the achievement of the Comprehensive Plan shall be included in the Five Year Capital Improvements Schedule as appropriate.

Implementation:
- Who? The City and transportation agencies
- How? Capital improvements planning, and coordination with County and State transportation agencies
- When? Annually

Policy T-3.2: The City shall continue to coordinate with FDOT, the County and other transportation agencies in order to continually monitor ~~of~~ traffic circulation system needs.

Implementation:
- Who? The City and transportation agencies
- How? Interagency coordination
- When? Ongoing

Policy T-3.3: Between ~~2015 and 2020~~ Capital Improvements FY2023/24 and FY2028/29, the City, in coordination with other transportation agencies, shall seek to implement the priority intersection improvements, localized roadway improvements, and roadway reconstruction projects ~~identified in its adopted Transportation Master Plan and~~ included in its Five Year Capital Improvements Schedule.

Implementation:

- Who? The City and transportation agencies
- How? Capital improvements planning, and coordination with County and State transportation agencies
- When? Between ~~2015 and 2020~~Capital Improvements FY2023/24 and FY2028/29

Policy T-3.4: ~~By 2030 the~~ The City, in coordination with other transportation agencies, shall identify and implement projects and improvements that will transform its arterial roads into ~~"~~Complete Streets~~"~~ that accommodate all modes of travel and enable safe access for all users.

Implementation:

- Who? The City and transportation agencies
- How? Capital improvements planning, and coordination with County and State transportation agencies
- When? ~~By 2030~~Ongoing

Policy T-3.5: The City, in coordination with the County and other transportation agencies, shall seek to maintain and improve traffic signals and traffic control devices to provide for safer traffic flow, and to reduce accidents.

Implementation:

- Who? The City and transportation agencies
- How? Capital improvements planning, and the enforcement of traffic laws
- When? Ongoing

Policy T-3.6: By ~~2020~~2030 the City shall seek to improve access and connectivity to Opa-locka Airport through the development of access points at appropriate locations, including Ali Baba Avenue, Fisherman Street and Sabur Street.

Implementation:

- Who? The City
- How? Capital improvements planning
- When? Annually through ~~2020~~2030

Policy T-3.7: The City shall seek to ensure easy vehicular and transit access into and out of Opa-locka to support Downtown redevelopment, transit-oriented development, projected population growth, and economic development in general.

Implementation:

- Who? The City
- How? Capital improvements planning
- When? Ongoing

OBJECTIVE T-4:
Continued development and upgrade of bicycle and pedestrian facilities throughout the City, utilizing ~~Utilize~~ opportunities for funding sources such as State and Federal grants ~~to continue to improve bicycle and pedestrian facilities throughout the City~~.

Objective T-4 Monitoring Measure:

1. Survey community about transportation hazards and map findings
2. Periodic analysis of pedestrian and bicycling activity and accident data
3. Achievement of Bicycle and Pedestrian Level of Service standards

Note: Achievement of the adopted Level of Service standards demonstrates that the City is improving its bicycle and pedestrian infrastructure.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy T-4.1: By ~~2020~~2030 the City shall adopt a Bicycle and Pedestrian Master Plan, which shall recommend locations and types of bicycle lanes and pedestrian pathways to be added or upgraded, identify spatial constraints, suggest funding resources, and map traffic data on accidents involving bicyclists and pedestrians.

Implementation:

- Who? The City
- How? Developing and adopting the referenced plan
- When? By ~~2020~~2030

Policy T-4.2: The City shall continue to seek funds to improve bicycle and pedestrian ways which safely and conveniently and contiguously connect residential areas to recreational areas, transit stations, and major activity centers, which safely connect bicycle and pedestrian ways along major

thoroughfares throughout the City, and which provide a viable, safe alternative to vehicular travel.

Implementation:

- Who? The City
- How? Making applications for grants and identifying other funding sources, and coordination with Parks and Recreation, Capital Improvements, and transit planning by outside agencies
- When? Ongoing

Policy T-4.3: The City shall coordinate bicycle and pedestrian facility improvements with the implementation of other Complete Streets projects such as planting shade-producing street trees, creating or improving landscaped swales and rain gardens, and installment of street furnishings and lighting.

Implementation:

- Who? The City
- How? Making applications for grants, identifying other funding sources, and project prioritization based on the proposed Bicycle and Pedestrian Master Plan, City lighting assessment, and other assessments
- When? Ongoing

Policy T-4.~~3~~4: The City shall enforce Land Development Regulations requiring that new subdivisions, re-plats, planned unit developments, and site plans accommodate bicycle and pedestrian traffic needs. Similarly, multiple family residences as well as shopping facilities, recreational areas, schools, and other public uses shall provide storage areas for bicycles. The City shall also offer development bonuses for provision of bicycle route or trail connections, as recommended by the proposed Bicycle and Pedestrian Master Plan.

Implementation

- Who? The City
- How? ~~The~~ Amending the Land Development Regulations
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated~~ on an ongoing basis

Policy T-4.4~~5~~: The City shall require pedestrian and bicycle facility improvements whenever major roadway construction, street resurfacing or restriping occurs, or when shoulder or drainage improvements are made.

Implementation:

- Who? The City and transportation agencies
- How? The Land Development Regulations, capital improvements, and coordination with transportation agencies
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy T-4.~~5~~6: The ~~city~~ City shall require marked at-grade pedestrian ways ~~or~~ and request the County to incorporate pedestrian-displays at signal installations on major arterials to reduce the risk of accidents.

Implementation:

- Who? The City and transportation agencies
- How? The Land Development Regulations, capital improvements, and coordination with transportation agencies
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE T-5:
Coordinate with Miami-Dade Transit and Public Works, the South Florida Regional Transportation Authority, and other agencies as appropriate to ensure the availability of convenient and accessible transit services ~~for~~ that support physical and economic mobility of residents, workers, and visitors.

Objective T-5 Monitoring Measure:

1. Provision of a MetroRail stop within the City by 2030;
2. At least ~~three~~ five Transit Oriented Development projects ~~between 2015 and 2030~~by 2035.
3. Monitoring of transit use data and utilization data on micro-mobility modes of travel to transit.

   Note: The location of a MetroRail stop in the City and an increase in the number of transit oriented developments will demonstrate improved access to transit by residents, visitors and businesses.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy T-5.1: The City shall coordinate with Miami-Dade ~~Transit~~ Transportation and Public Works,

the South Florida Regional ~~Transit~~ Transportation Authority, and other organizations to ensure that residents, workers and visitors have, at a minimum, access to bus mass transit within a five minute walking radius, and access to MetroRail and Tri-Rail through conveniently located stations or shuttle services within or proximate to its boundaries.

Implementation:

- Who? The City and transit agencies
- How? Interagency coordination
- When? Ongoing, full achievement by 2030

Policy T-5.2: The City shall coordinate with Miami-Dade ~~Transit~~ Transportation and Public Works to ensure the location of a Metrorail station within its boundaries by 2030. The ~~city's~~ City's preferred location is NW 27th Avenue at the eastern edge of the Downtown Mixed Use District.

Implementation:

- Who? The City and Miami-Dade Transit
- How? Interagency coordination and City ~~lobbying efforts~~ advocacy
- When? By 2030

Policy T-5.3: Through its various planning, regulatory and development activities, the City of ~~Opa-Locka~~ Opa-locka shall encourage development of a wide variety of residential and non-residential land uses and activities in nodes around transit stations to produce short trips, minimize transfers, attract transit ridership, and promote travel patterns on the transit line that are balanced directionally and temporally to promote transit operational and financial efficiencies. Land uses that may be approved around transit stations shall include housing, shopping and offices in moderate to high densities and intensities, complemented by compatible entertainment, cultural uses and human services in varying mixes. The particular uses that are approved in a given station area should, a) respect the character of the nearby community, b) strive to serve the needs of the community for housing and services, and, c) promote a balance in the range of existing and planned land uses along the subject transit line.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy T-5.4: The ~~city~~ City shall accommodate new development and redevelopment around

transit stations that is well designed, conducive to both pedestrian, bicycle, and transit use, and architecturally attractive. In recognition that many transit riders begin and end their trips as pedestrians, pedestrian accommodations shall include, as appropriate, continuous sidewalks to the transit station, small blocks and closely intersecting streets, buildings oriented to the street or other pedestrian paths, parking lots predominantly to the rear and sides of buildings, primary building entrances as close to the street or transit stop as to the parking lot, shade trees, awnings, and other weather protection for pedestrians.

Implementation:

- Who? The City
- How? ~~The~~ Enforcement of the Land Development Regulations through the development review process
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy T-5.5: The City shall request the County to provide more bus shelters at designated stops, and to incorporate bus schedules ~~in~~ at all stops ~~to~~ in order to facilitate use and increase user knowledge.

Implementation:

- Who? The City and Miami-Dade ~~Transit~~ Transportation and Public Works
- How? Interagency coordination
- When? Ongoing

Policy T-5.6: The City shall request the County to provide more frequent bus services, especially for those routes that connect to the Metrorail system.

Implementation:

- Who? The City and Miami-Dade Transit
- How? Interagency coordination
- When? Ongoing

OBJECTIVE T-6:
Coordinate City multi-modal transportation system planning with the plans and programs of Miami-Dade County Transportation and Public Works, ~~MPO~~ TPO, the Florida Department of Transportation (FDOT), South Florida Regional Transportation Authority (SFRTA), ~~and~~ other transportation agencies as well as the Opa-locka Community Redevelopment Agency.

Objective T-6 Monitoring Measure:

1. Documented, ongoing interagency coordination activities and efforts ~~between the date of adoption and 2030~~.

   Note: Evaluating the effectiveness of interagency coordination efforts ~~between the date of adoption and 2030~~ will indicate success in achieving this Objective, and the ~~policies~~ Policies hereunder.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy T-6.1: The City shall initiate reciprocal review of present and future transportation plans and programs of FDOT, Miami-Dade County Transportation and Public Works, SFRTA and other agencies as appropriate in order to establish consistency in area-wide transportation planning. The City shall also work with the Community Redevelopment Agency to maintain consistency between the transportation system and the Community Redevelopment Agency Plan.

Implementation:

- Who? The City, ~~and~~ transportation agencies, and the Community Redevelopment Agency
- How? Interagency coordination
- When? Ongoing

Policy T-6.2: The City shall coordinate with the appropriate agencies to determine the impacts of multi-modal transportation system improvements on evacuation routes and emergency management plans.

Implementation:

- Who? The City and transportation agencies
- How? Interagency coordination
- When? Ongoing

Policy T-6.3: The Transportation Element shall be consistent with the Future Land Use Element and the adopted Future Land Use Plan map.

Implementation:

- Who? The City, other transportation agencies, and developers
- How? Ensuring that adequate roadway capacity is available to serve proposed development; requiring roadway improvements as a condition for development approvals if the Level of Service Standard will not be met
- When? Ongoing

Policy T-6.4: The Transportation Element shall be consistent with the FDOT 5-year Transportation Plan, Miami-Dade ~~MPO~~TPO plans, and the City's Transportation Master Plan.

~~Implementation:~~

- ~~Who? The City~~

~~How? Amending the Transportation Element to reflect amendments and updates to the referenced plans~~

Implementation:

- Who? The City
- How?
    - Annually update the Capital Improvements Schedule to reflect updates to FDOT's 5-year Transportation Plan
    - Update the Comprehensive Plan at least once every five to seven years through the Evaluation and Appraisal process to reflect updates to the City's Transportation Master Plan, if any
- When? ~~Annually and as~~ As per State statutory deadlines

Policy T-6.5: The City shall seek to address micro-mobility needs within the City to assure equitable and universal access to bus, Metrorail, and TriRail transit, while also minimizing or mitigating the impacts of mobility strategy implementation on community and neighborhood integrity. The City shall ensure that shuttle service, walking, and bicycling are increasingly safe and accessible circulation options as well as viable alternatives to vehicular travel in the City.

Implementation:

- Who? The City
- How? Analyzing opportunities to expand shuttle service routes, rideshare, bikeshare, e-scooters, and safe pedestrian and bicycle infrastructure, and supporting implementation of these programs; coordination with neighborhood groups
- When? Ongoing

OBJECTIVE T-7:

Coordinate multimodal transportation system improvements and implementing programs with documented shifts in socio-economic conditions, demographic changes, and implications of the goals, objectives, and policies of the Land Use Element, including the Future Land Use Plan Map.

Objective T-7 Monitoring Measures:

1. Achievement of Roadway Level of Service standards
2. Achievement of Bicycle and Pedestrian Level of Service standards

Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with roadway capacity, and the availability of multi-modal transportation options.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy T-7.1: The City shall continually monitor and evaluate the impacts of existing and proposed future land development on the transportation system in order to achieve integrated management of the land use decisions and transportation impacts.

Implementation:

- Who? The City, other transportation agencies, and developers
- How? Ensuring that adequate roadway capacity is available to serve proposed development; requiring roadway improvements as a condition for development approvals if the Level of Service Standard will not be met
- When? Ongoing

Policy T-7.2: The City shall enforce Land Development Regulations which require that future land development comply with the transportation ~~level of service~~ Level of Service standards cited in this Element. Performance criteria shall require that new development bear an equitable share of costs for transportation system improvements necessary to accommodate traffic generated by the proposed new development and redevelopment.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy T-7.3: The City shall enforce Land Development Regulations which include performance criteria designed to manage issues surrounding trip generation; design of efficient internal traffic circulation and parking facilities, including minimizing pedestrian and vehicular conflict, off-street parking, and safe and convenient circulation and maneuverability; control of access points; potential need for acceleration/deceleration lanes; adequate surface water management and

drainage; and landscaping.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE T-8:

Limit greenhouse gas emissions through the implementation of strategies that ~~reduce the number of vehicle miles traveled~~ prioritize efficient, low or zero-emission forms of transportation and reduce reliance on fossil fuel-powered vehicles. These strategies may include but not be limited to the promotion of compact mixed use development that provides for a mixture of residential and nonresidential land uses in a pedestrian friendly environment with multi-modal transportation connectivity to other areas; promoting the use of alternate transportation modes, including mass transit, bicycles, and pedestrianism, and; requiring Transportation Demand Management Programs as a condition for development approvals.

Objective T-8 Monitoring Measure:

1. 50 percent reduction in ~~vehicles miles traveled by~~ citywide greenhouse gas emissions by ~~2030~~2035, and 100 percent reduction by 2050, in keeping with the Miami-Dade County target and as can be measured by a citywide greenhouse gas inventory.

   Note: Reduction in ~~vehicle miles travelled~~ greenhouse gas emissions will indicate the success of mixed-use development patterns and the increased availability of alternative transportation modes in reducing automobile dependence.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy T-8.1: The City shall ~~encourage~~ require all new development and redevelopment in existing and planned transit corridors to be planned and designed to promote transit-oriented development (TOD) and transit use by mixing residential, retail, office, open space, and public uses in a pedestrian-friendly environment.

Implementation:

- Who? The City
- How? ~~The~~ Amendment and enforcement of the Land Development Regulations,

including a requirement for Transportation Demand Management Programs as a condition for development approvals

- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated~~ on an ongoing basis

Policy T-8.2: The City shall consider current science and ~~predictions~~ projections for sea level rise and ~~other climate change issues~~ related flooding in planning the design and construction of future roadway improvements.

Implementation:

- Who? The City
- How? Evaluation of relevant data in engineering studies and the development of plans for capital facilities that account for sea level rise and projected increased inland flooding
- When? Ongoing

Policy T-8.3: The City shall utilize best management practices to reduce the heat island effect of roads, parking lots, bike lanes, and sidewalks by employing materials that are of a lighter color and have higher reflectivity, and providing shade via enhanced ~~landscaping~~ native tree cover.

Implementation:

- Who? The City
- How? Capital planning and the utilization of best management practices in public works projects
- When? Ongoing

Policy T-8.4: The City shall begin establishing an electric vehicle (EV) municipal fleet with every new vehicle purchased, except where usage or funding precludes such a choice. Alternative fuels shall be prioritized where electric vehicles are not selected for the fleet.

Implementation:

- Who? The City, including Purchasing, Public Works, and other departments
- How? Planned new purchasing and replacement strategies for the municipal fleet, installation of charging facilities for the municipal fleet
- When? Ongoing

OBJECTIVE T-9:

Plan, allocate, and regulate vehicular parking in the City to assure reasonable access to parking, availability of public parking commensurate with greater future transit use and planned

Downtown redevelopment, and protection of green infrastructure and park land from the impacts of illegal parking.

Objective T-9 Monitoring Measures:

1. Downtown user satisfaction survey
2. Code enforcement data

Policy T-9.1: Assure reasonable access to vehicular parking according to land use in public and private land development (or redevelopment) and according to needs commensurate with greater projected transit use and anticipated Downtown redevelopment.

Implementation:

- Who? The City, other transportation agencies, and developers
- How? Ensuring that parking capacity is available to serve proposed development and allowed by land use; and adapting parking requirements and provision according to anticipated transit use, Downtown redevelopment, and projected shared parking opportunities
- When? Ongoing

Policy T-9.2: Utilize and promote innovative, flexible, and efficient parking solutions in public areas to minimize vehicular congestion and reserve adequate public space for pedestrian and bicycle facilities. The City may evaluate the utility of exchanging Mixed-Use District parking minimums for parking maximums in its Land Development Regulations as transit use increases over time as a result of improved transit facilities, accessibility, and convenience.

Implementation:

- Who? The City, other transportation agencies, and developers
- How? Employing and promoting innovative approaches to parking in public areas, including shared parking agreements and increased shuttle service to nearby lot or garage parking; study of best practices for parking maximums in comparable communities; promotion of City's Green Standards incentive to reduce new development's parking requirements in exchange for bicycle and electric vehicle parking provision.
- When? Ongoing

Policy T-9.3: Protect stormwater drainage, pedestrian access, and public safety by strengthening and enforcing parking restrictions that apply to public swales, park land, sidewalks, stop signs,

fire hydrants, and private driveways.

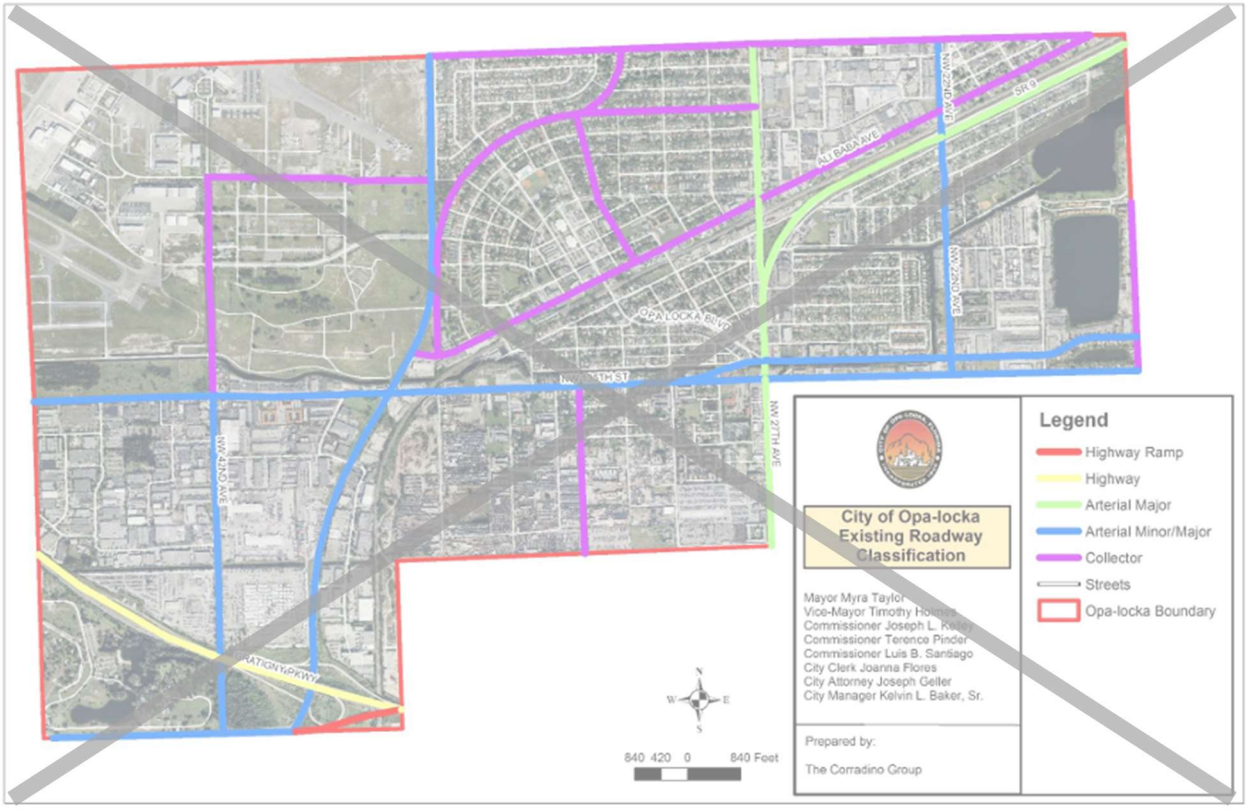
Implementation:

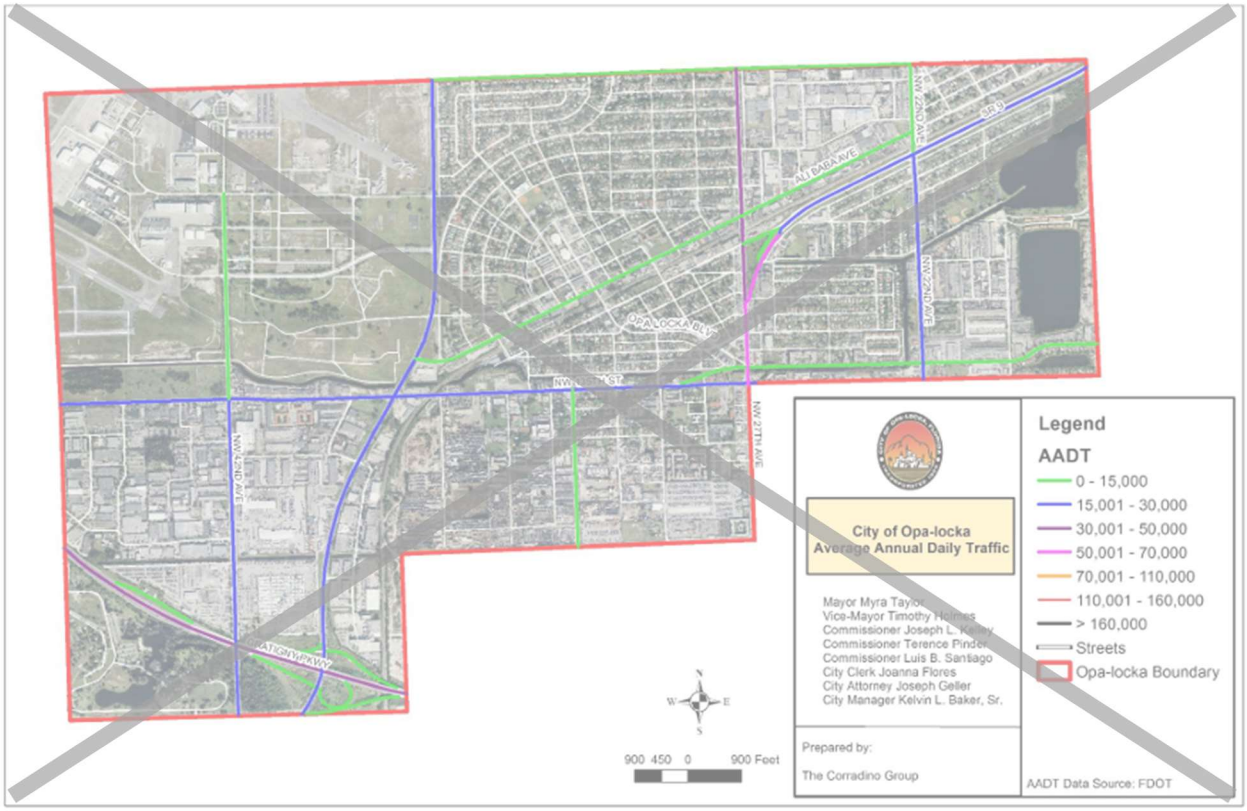
- Who? The City, including Public Works, Police and Code Enforcement
- How? Signage, public outreach, and issuance of warnings and tickets for illegal parking. Strict enforcement of the existing regulations prohibiting the blocking of private driveways as well as prohibiting residents and their guests from parking in locations other than driveways on their private properties
- When? As needed within one year of this Plan Update's adoption, and ongoing

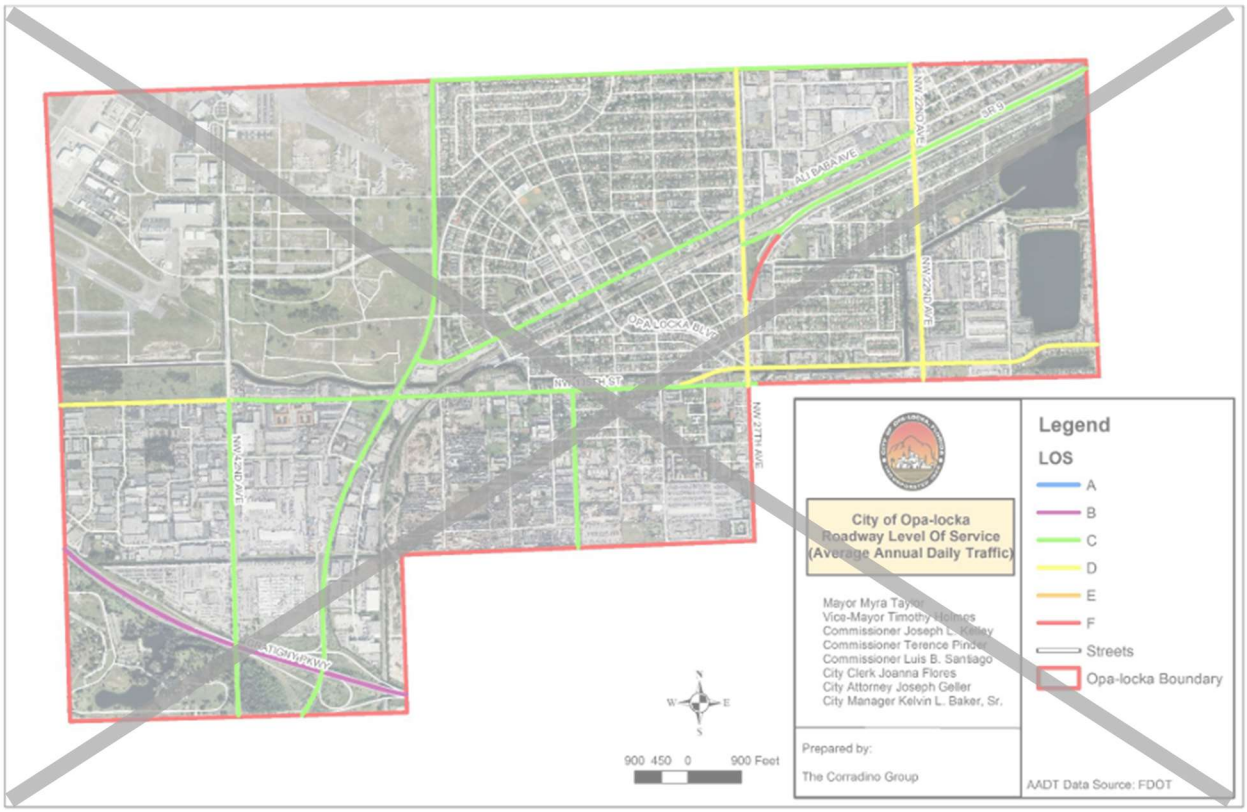
Policy T-9.4: Coordinate public parking siting, design, and total capacity with planning for transit-oriented development, Downtown redevelopment, and increasing use of electric vehicles

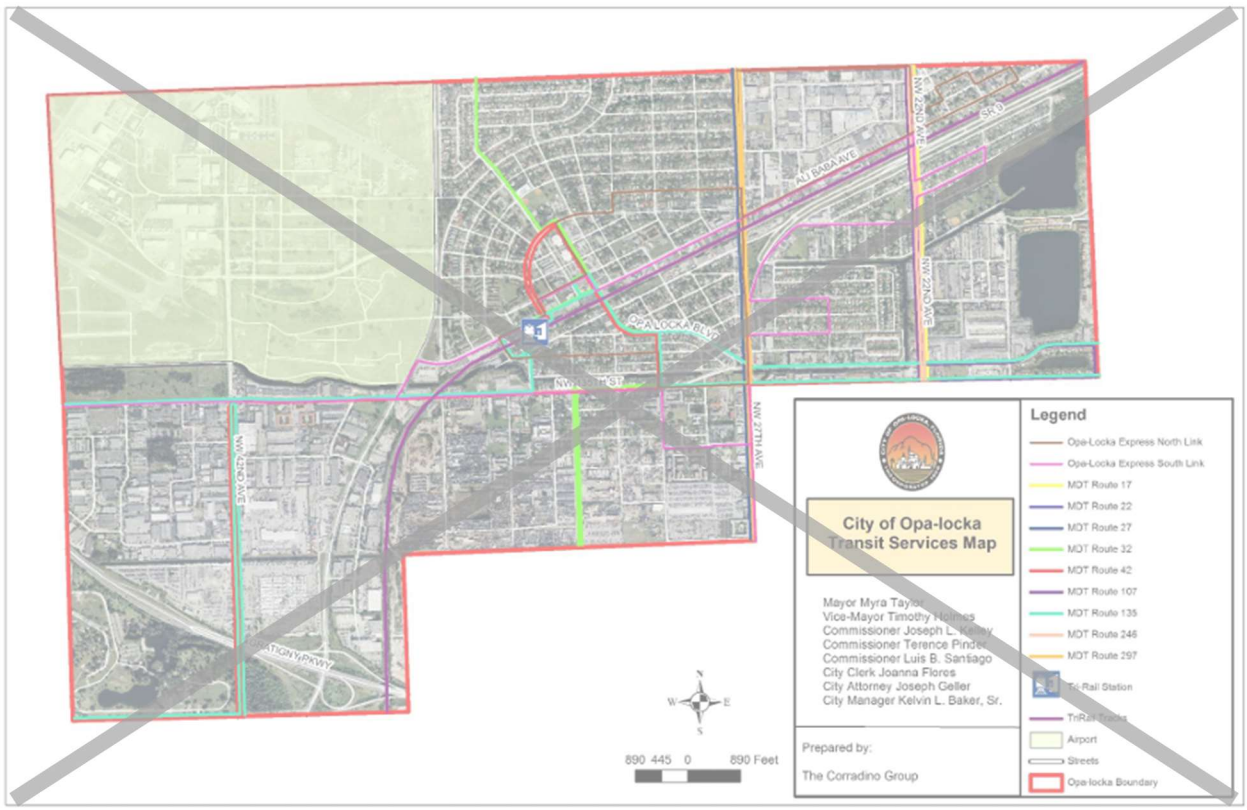
Implementation:

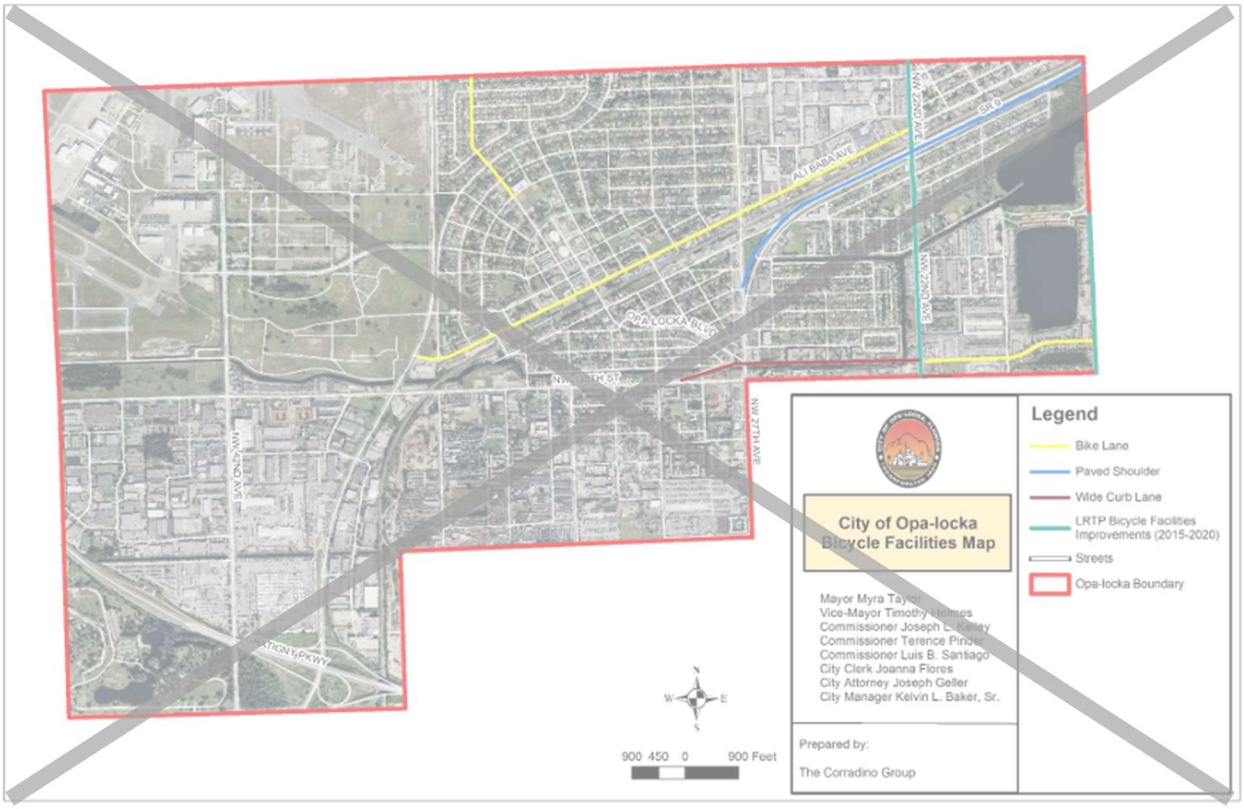
- Who? The City, including the Community Redevelopment Agency, Capital Improvements, and Planning and Community Development
- How? Coordinating activities between City departments to accommodate multiple modes of transport, circulation, and parking in the Downtown; Design parking facilities to accommodate micro-mobility connections and electric vehicle charging
- When? Ongoing

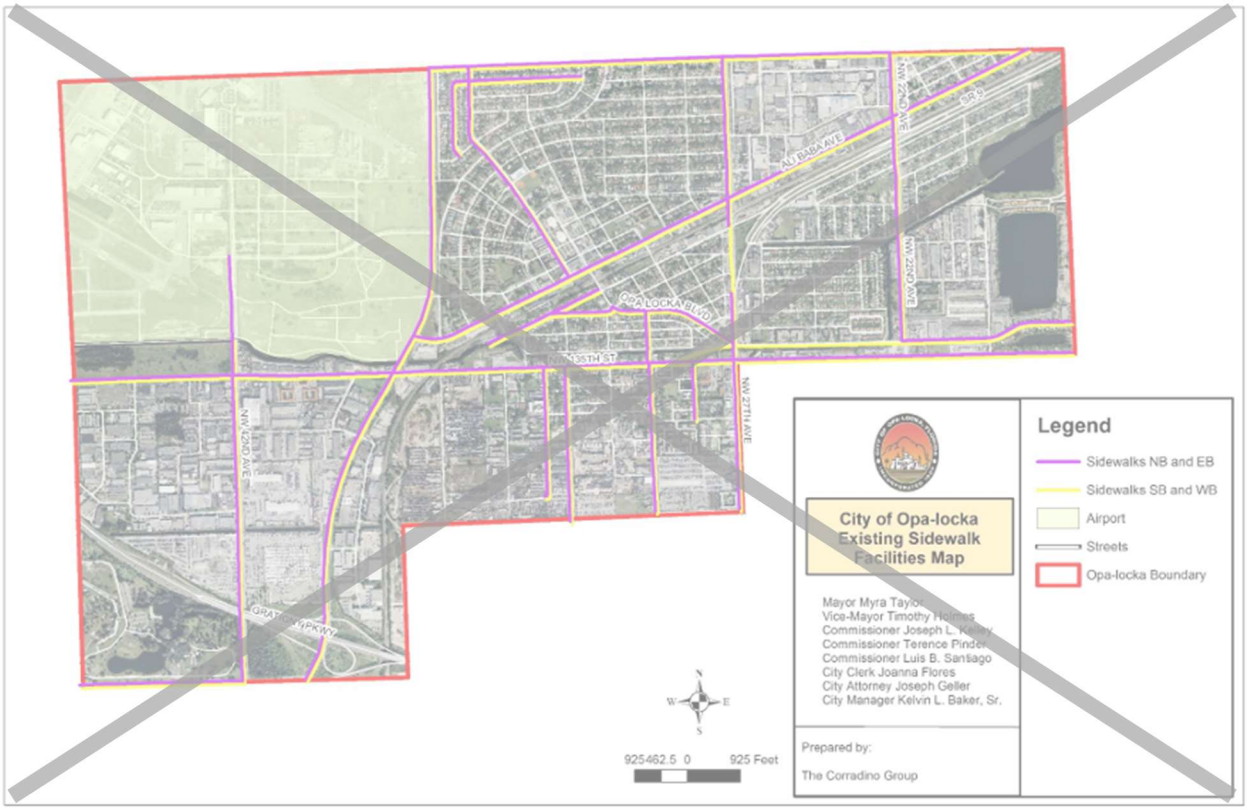

City of Opa-locka
Existing Roadway
Classification
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
Legend
Highway Ramp
Highway
Arterial Major
Arterial Minor/Major
Collector
Streets
Opa-locka Boundary
840 420 0 840 Feet
OPA LOCKA BLVD
ALI BABA AVE
NW 22ND AVE
NW 27TH AVE
NW 42ND AVE
SR 9

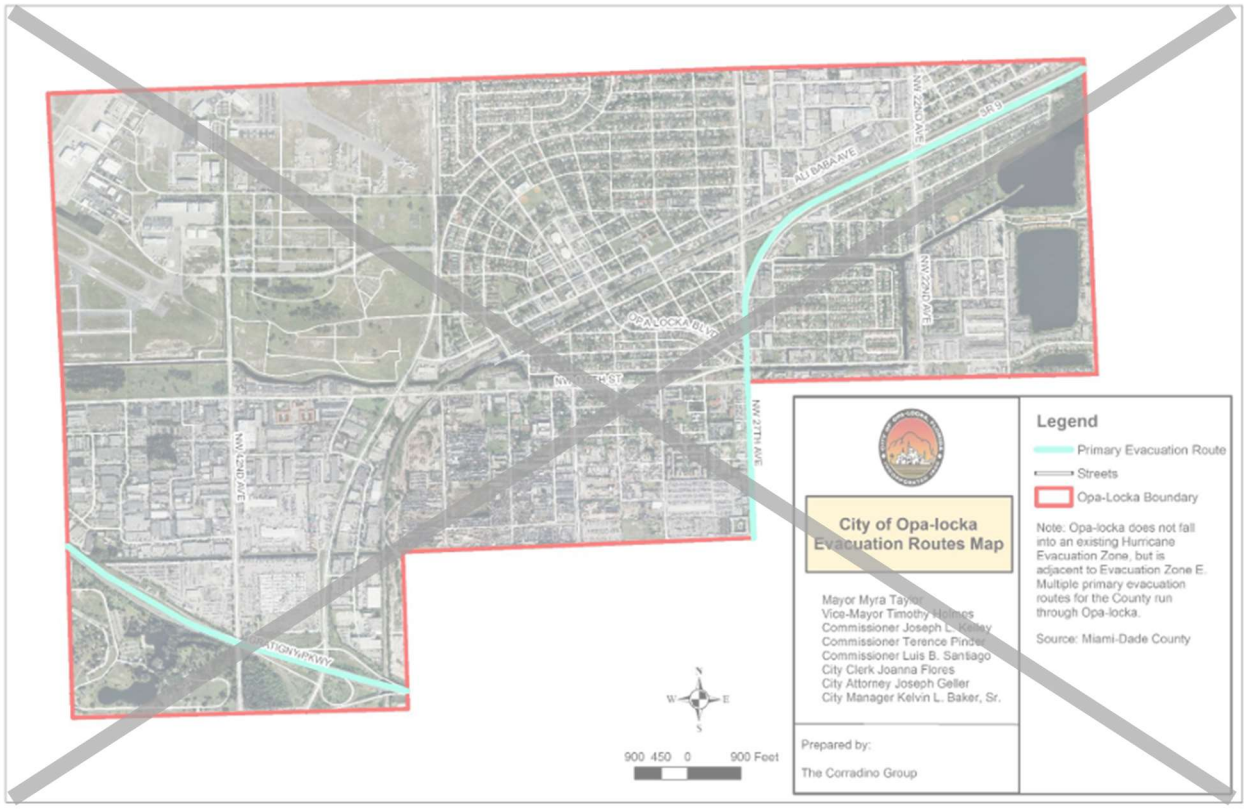

City of Opa-locka
Average Annual Daily Traffic
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
Legend
AADT
0 - 15,000
15,001 - 30,000
30,001 - 50,000
50,001 - 70,000
70,001 - 110,000
110,001 - 160,000
> 160,000
Streets
Opa-locka Boundary
AADT Data Source: FDOT
900 450 0 900 Feet
OPA LOCKA BLVD
ALI BABA AVE
NW 22ND AVE
NW 27TH AVE
NW 42ND AVE
SR 9


City of Opa-locka
Roadway Level Of Service
(Average Annual Daily Traffic)
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
900 450 0 900 Feet
Legend
LOS
A
B
C
D
E
F
Streets
Opa-locka Boundary
AADT Data Source: FDOT


City of Opa-locka
Transit Services Map
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
890 445 0 890 Feet
Legend
Opa-Locka Express North Link
Opa-Locka Express South Link
MDT Route 17
MDT Route 22
MDT Route 27
MDT Route 32
MDT Route 42
MDT Route 107
MDT Route 135
MDT Route 246
MDT Route 297
Tri-Rail Station
Airport
Streets
Opa-locka Boundary


City of Opa-locka
Bicycle Facilities Map
Legend
Bike Lane
Paved Shoulder
Wide Curb Lane
LRTP Bicycle Facilities Improvements (2015-2020)
Streets
Opa-locka Boundary
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
900 450 0 900 Feet
ALI BABA AVE
SR 9
NW 22ND AVE
NW 27TH AVE
NW 135TH ST


City of Opa-locka
Existing Sidewalk Facilities Map
Legend
Sidewalks NB and EB
Sidewalks SB and WB
Airport
Streets
Opa-locka Boundary
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
925462.5 0 925 Feet
ALI BABA AVE
SR 9
NW 22ND AVE
NW 27TH AVE
NW 135TH ST


City of Opa-locka Evacuation Routes Map
Legend
Primary Evacuation Route
Streets
Opa-Locka Boundary
Note: Opa-locka does not fall into an existing Hurricane Evacuation Zone, but is adjacent to Evacuation Zone E. Multiple primary evacuation routes for the County run through Opa-locka.
Source: Miami-Dade County
Mayor Myra Taylor
Vice-Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence Pinder
Commissioner Luis B. Santiago
City Clerk Joanna Flores
City Attorney Joseph Geller
City Manager Kelvin L. Baker, Sr.
Prepared by:
The Corradino Group
900 450 0 900 Feet
ALI BABA AVE
OPA-LOCKA BLVD
NW 22ND AVE
NW 12TH AVE
NW 27TH AVE

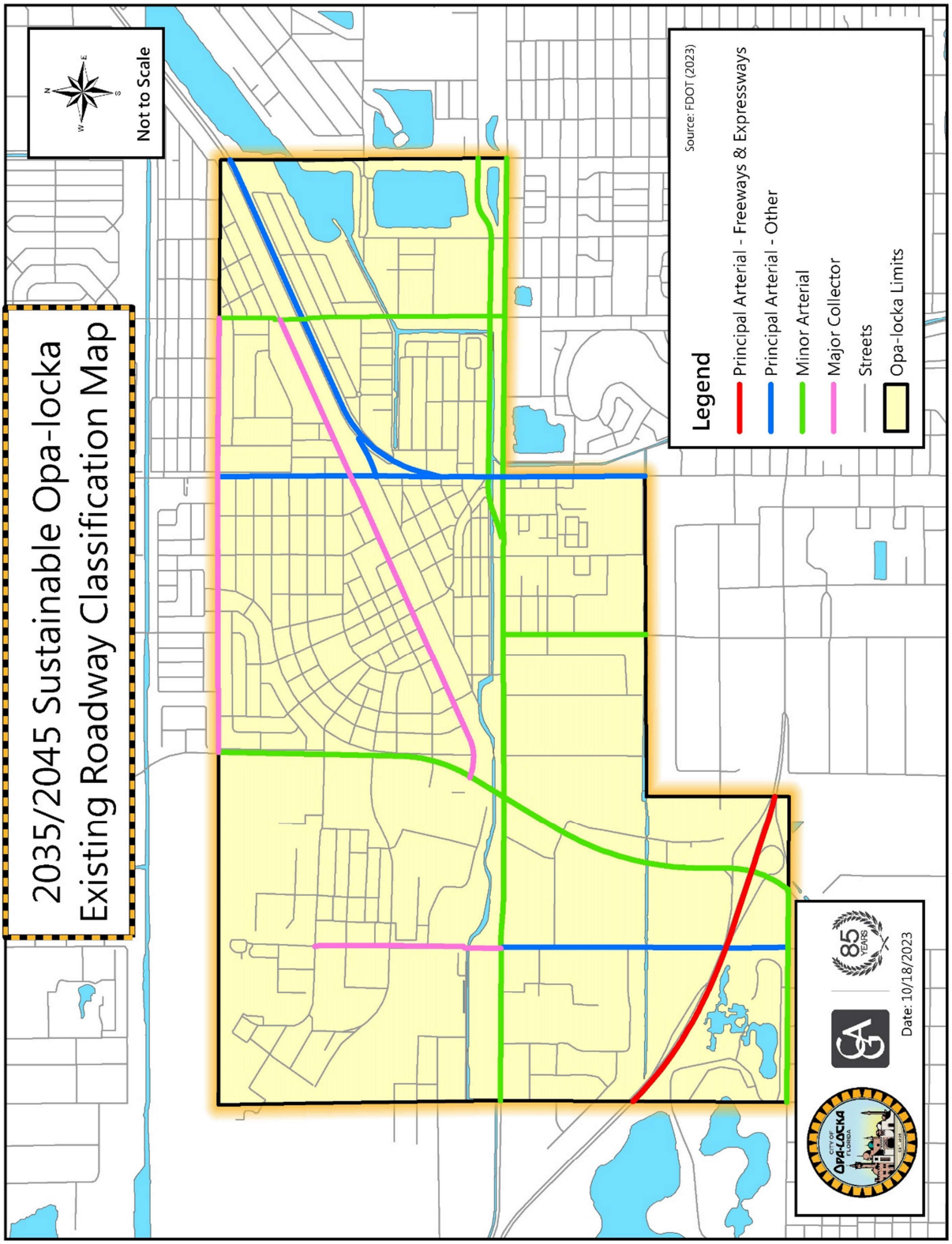

2035/2045 Sustainable Opa-locka
Existing Roadway Classification Map
Not to Scale
Legend
Principal Arterial - Freeways & Expressways
Principal Arterial - Other
Minor Arterial
Major Collector
Streets
Opa-locka Limits
Source: FDOT (2023)
85 YEARS
Date: 10/18/2023

Figure T-1

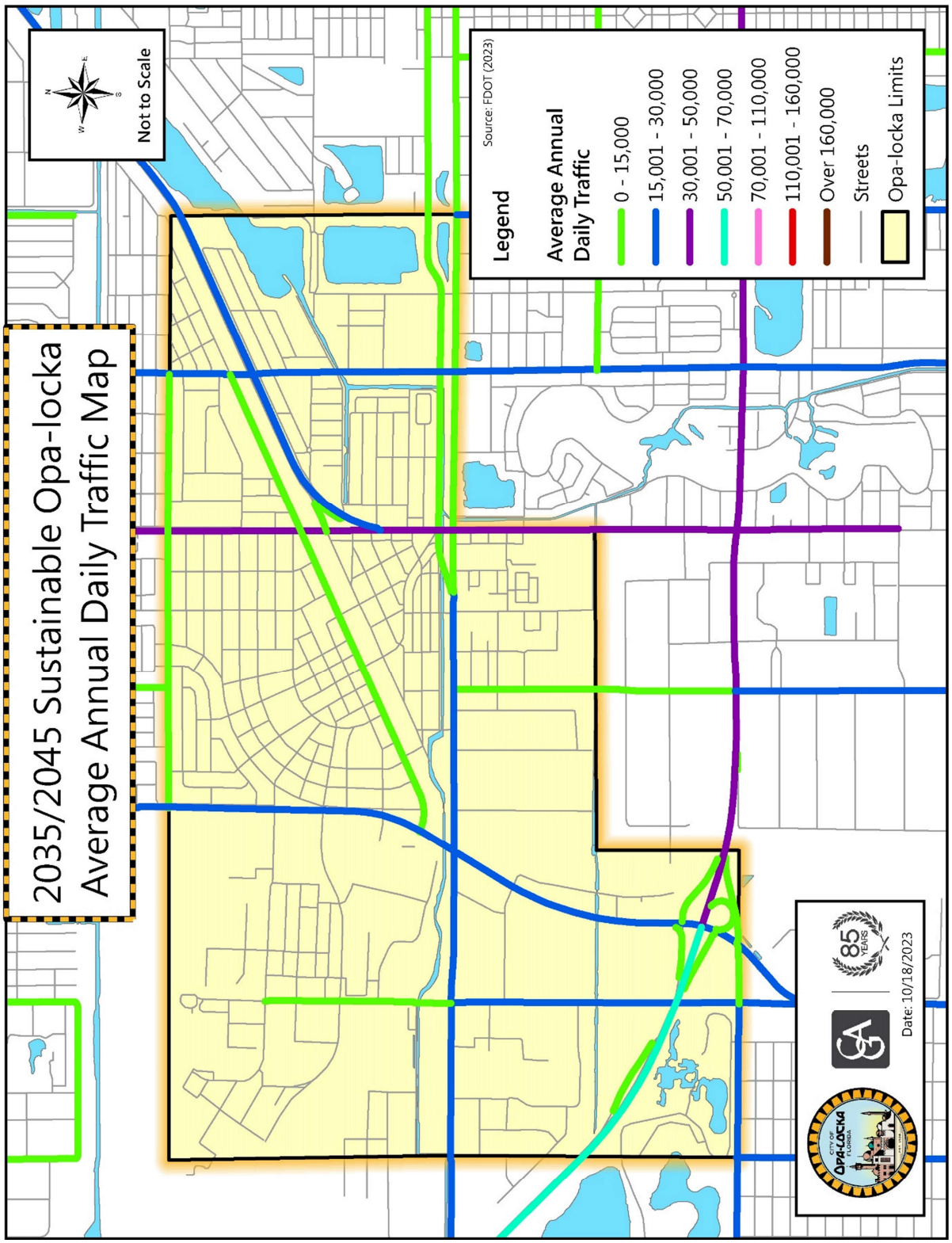

2035/2045 Sustainable Opa-locka
Average Annual Daily Traffic Map
Not to Scale
Legend
Average Annual Daily Traffic
0 - 15,000
15,001 - 30,000
30,001 - 50,000
50,001 - 70,000
70,001 - 110,000
110,001 - 160,000
Over 160,000
Streets
Opa-locka Limits
Source: FDOT (2023)
Date: 10/18/2023

Figure T-2

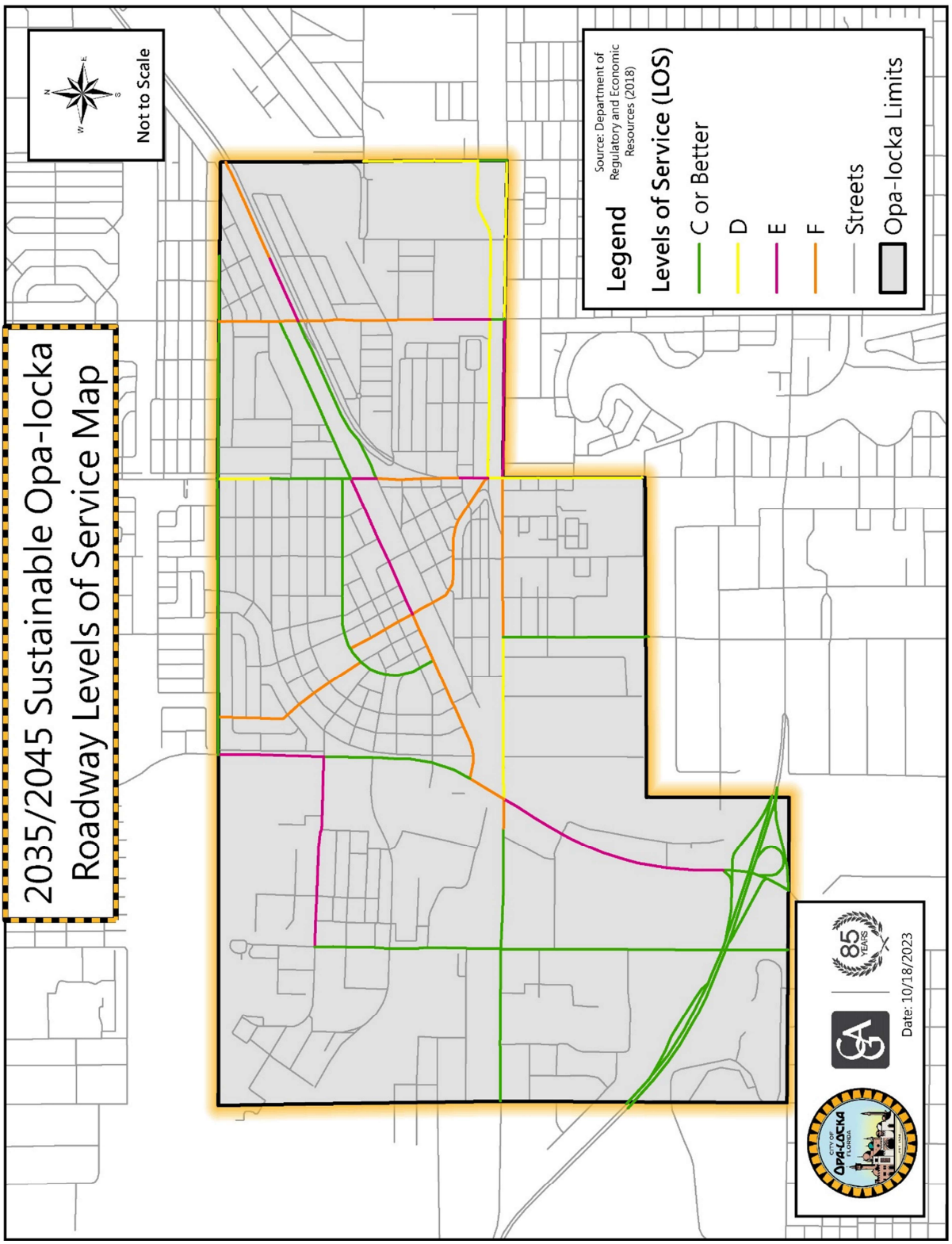

2035/2045 Sustainable Opa-locka
Roadway Levels of Service Map
Not to Scale
Source: Department of Regulatory and Economic Resources (2018)
Legend
Levels of Service (LOS)
C or Better
D
E
F
Streets
Opa-locka Limits
85 YEARS
Date: 10/18/2023

Figure T-3

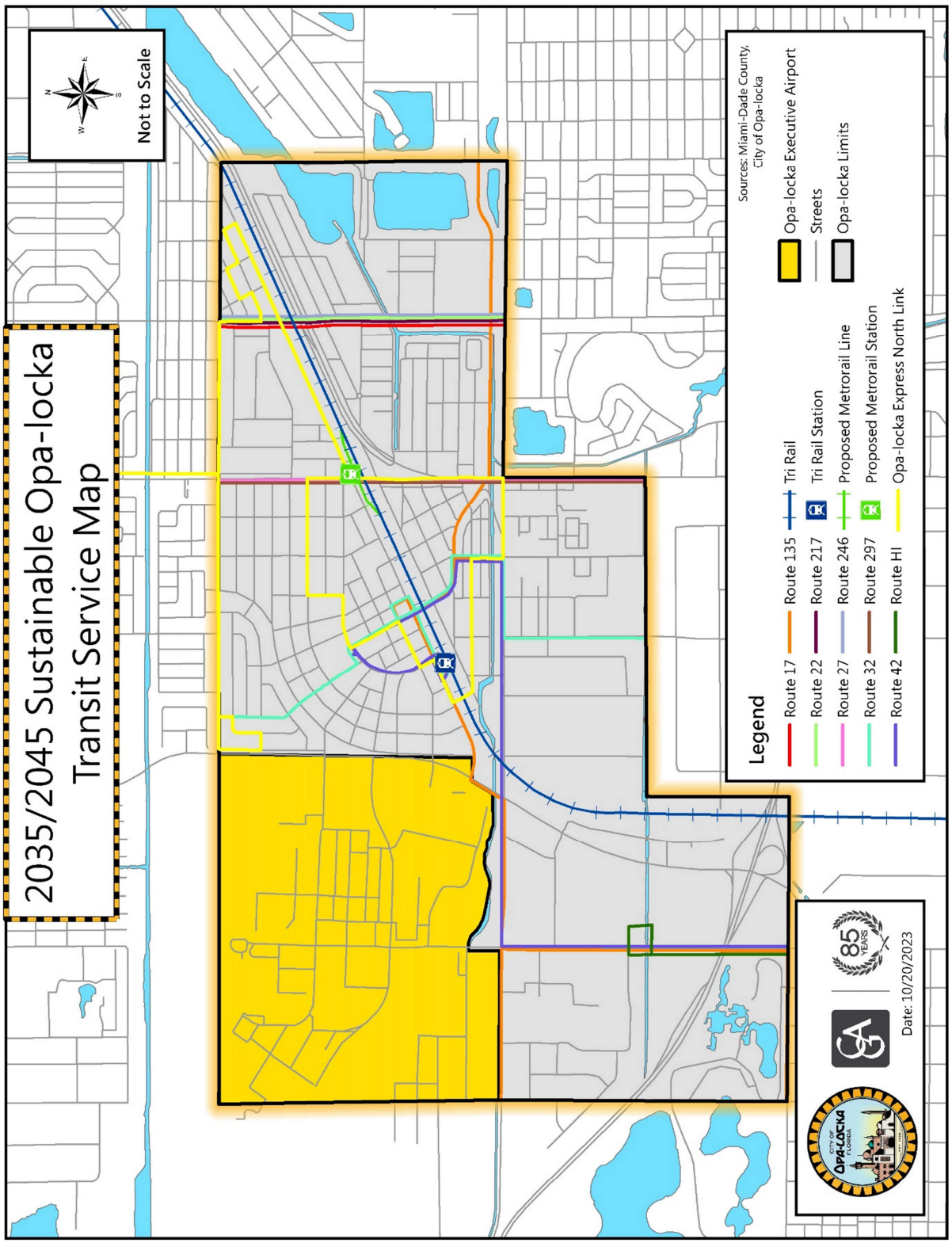

2035/2045 Sustainable Opa-locka
Transit Service Map
Not to Scale
Legend
Route 17
Route 22
Route 27
Route 32
Route 42
Tri Rail
Route 135
Route 217
Route 246
Route 297
Route HI
Tri Rail Station
Proposed Metrorail Line
Proposed Metrorail Station
Opa-locka Express North Link
Opa-locka Executive Airport
Streets
Opa-locka Limits
Sources: Miami-Dade County, City of Opa-locka
Date: 10/20/2023

Figure T-4

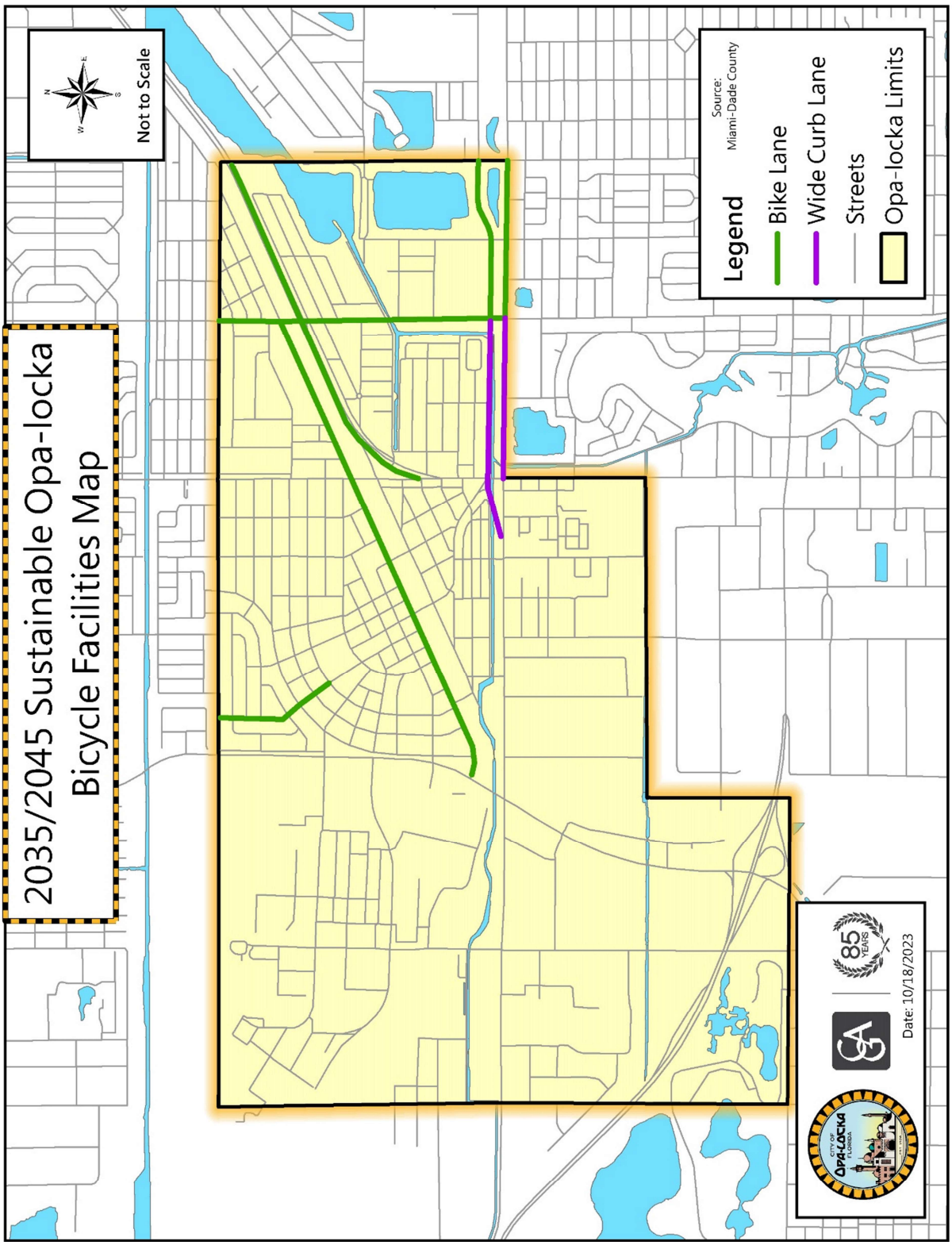

2035/2045 Sustainable Opa-locka Bicycle Facilities Map
Not to Scale
Legend
Bike Lane
Wide Curb Lane
Streets
Opa-locka Limits
Source: Miami-Dade County
85 YEARS
Date: 10/18/2023

Figure T-5

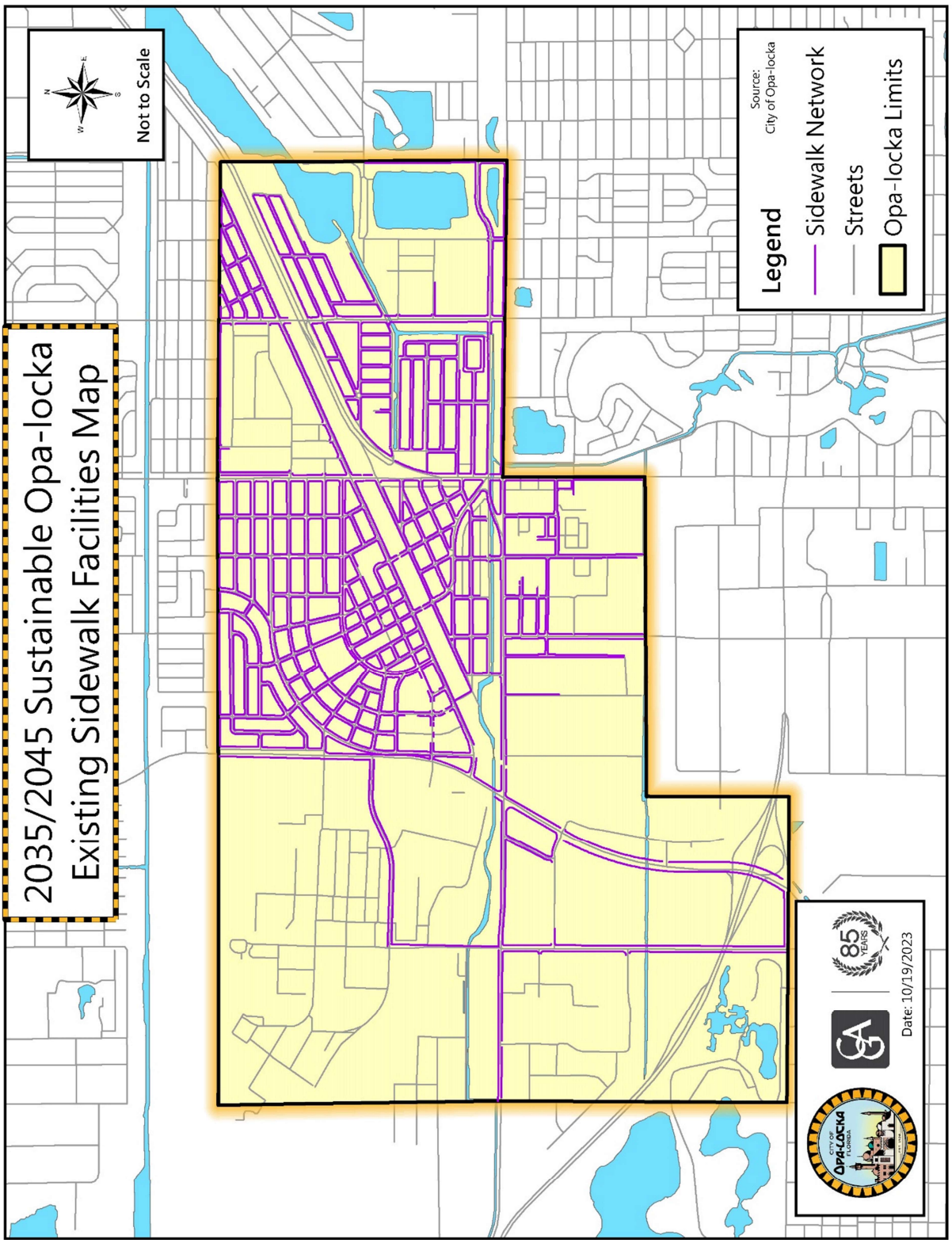

2035/2045 Sustainable Opa-locka
Existing Sidewalk Facilities Map
Not to Scale
Legend
Sidewalk Network
Streets
Opa-locka Limits
Source:
City of Opa-locka
Date: 10/19/2023
85 YEARS

Figure T-6

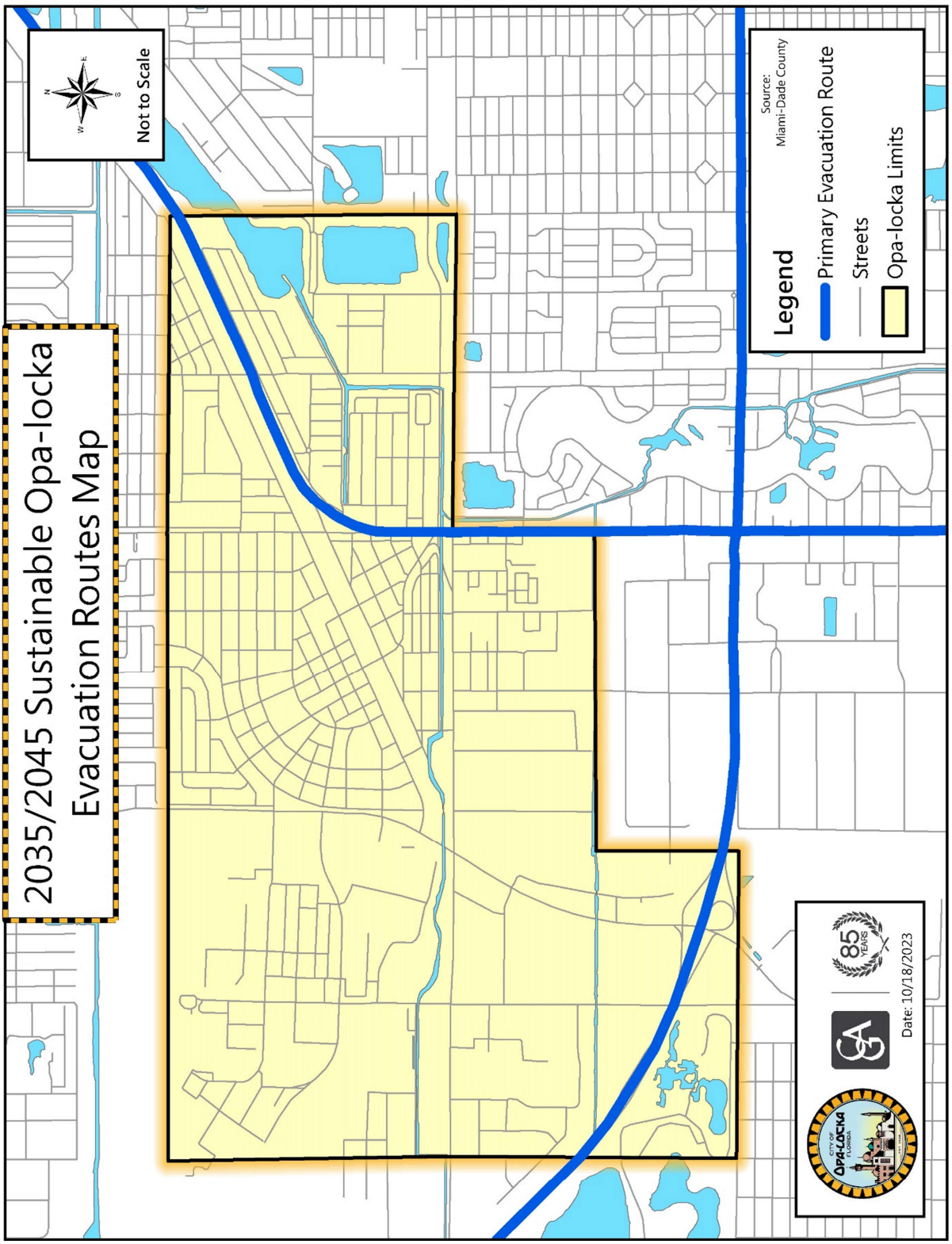

2035/2045 Sustainable Opa-locka Evacuation Routes Map
Not to Scale
Legend
Primary Evacuation Route
Streets
Opa-locka Limits
Source: Miami-Dade County
Date: 10/18/2023
85 YEARS

Figure T-7

HOUSING ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Housing Element reflects its strategy for ensuring the provision of decent, safe, sanitary, and affordable housing to current and future residents through the planning period. ~~In 2030, the~~ The City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors. Decent, safe, sanitary, and affordable housing is a cornerstone of healthy neighborhoods and quality of life~~,~~ and is key to the attraction of new businesses and residents who will further the City's economic development goals. The Housing Element lays out strategies to ensure that existing and future residents are provided with a full array of housing options that: are affordable and attractive to households of various income levels; meet the needs of different age and special needs groups; reduce the concentration of poverty and assisted housing in certain areas; reduce slum and blighted conditions~~,~~; and~~;~~ foster the achievement of economic development and redevelopment goals.

~~The Housing Element Goal, objectives, monitoring measures, and policies are based on: the data and analysis and background reports contained in contained in Appendix A., Background Documents and Appendix B, Related Studies Links; the University of Florida's Shimberg Center for Affordable Housing's 2014 affordable housing needs analysis (AHNA) data for the City (www.shimberg.ufl.edu), and; the intensive community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)), and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (six Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative.~~

The Housing Element will accomplish its Goal through planning directives and activities aimed at:

- Assisting the private sector in providing units **of various sizes, costs, and types** to address **current and projected housing needs**, and further **economic development and redevelopment goals**;
- Eliminating **substandard and dilapidated housing conditions** and **improving neighborhoods;**
- ~~Proving~~ Minimizing **displacement due to gentrification** and providing **relocation**

~~housing~~ **assistance** to displaced households;

- Providing for ~~**manufactured housing**~~ **various housing types** and **group homes** at appropriate locations;
- Positively addressing the **social determinants of health** in housing and neighborhood design;
- Protecting **historically, culturally, and architecturally significant housing**, and;
- Increasing the **energy efficiency** of housing units and reducing carbon emissions in new development or redevelopment.

HOUSING ELEMENT

GOAL:

~~BY 2030~~ RESIDENTS OF ALL INCOME LEVELS WILL HAVE ACCESS TO DECENT, SAFE, SANITARY, AND AFFORDABLE HOUSING IN WELL-MAINTAINED RESIDENTIAL AND MIXED-USE NEIGHBORHOODS.

OBJECTIVE H-1:

A. Streamline inter-departmental coordination, development review processes, bonus incentive provision, and use of public-private partnerships or joint ventures to a~~A~~ssist the private sector in providing new dwelling units of various types, sizes and costs ~~to~~ that meet existing and projected population housing needs~~,~~ and long term development and redevelopment goals.

B. Increase affordable housing opportunities for extremely low, very low, low, and moderate-income households, as defined below by the U.S. Department of Housing and Urban Development (HUD), including workforce housing options~~,~~ within reasonable proximity to places of employment, mass transit, and necessary public services.

1. Extremely low income household: 30% of area median income or less
2. Very low income household: 30 to 50% of area median income
3. Low income household: 50 to 80% of area median income
4. Moderate income household: 80 to 120% of area median income

C. Increase affordable housing opportunities for cost-burdened families, defined by HUD as those who pay more than 30% of their income for housing.

Objective H-1 Monitoring Measures:

Table H-1. 2045 Housing and Affordability Need in City of Opa-Locka

Household Income Category	Total D.U. Need	% Total Need	New Need 2022 to 2045
Extreme Low Income	3,636	50.6	632
Very Low Income	1,407	19.6	246
Low Income	849	11.8	150
Moderate Income or higher	1,288	17.9	
TOTAL		100	
Total Low Income Categories		82.3	

Source: University of Florida, Shimberg Center for Affordable Housing, Household Projections by Tenure, Income

(%AMI) and Cost Burden, 2010-2050, Owners and Renters, at http://flhousingdata.shimberg.ufl.edu/population-and-household-projections/results?nid=4300&nid=4366

Table H-2. 2045 Projected Cost-Burdened Household Status in Opa-locka

Total 2045 Households Spending in Excess of 30% of Income on Housing	4,016 households	55.9% of total projected 2045 households

Source: University of Florida, Shimberg Center for Affordable Housing, Household Projections by Tenure, Income (%AMI) and Cost Burden, 2010-2050, Owners and Renters, at http://flhousingdata.shimberg.ufl.edu/population-and-household-projections/results?nid=4300&nid=4366

1. ~~At least a 50% reduction in the number of cost burdened households by 2030.~~ A Elimination of cost burdened household status among 50% of such projected Opa-locka households by 2045, as can be measured by the U.S. Census.

2. The development of 2,600 new housing units by 2045 to accommodate population growth and housing replaced through redevelopment, including:
   - ~~300~~375 new single family units in areas designated Low Density Residential,
   - ~~300~~375 new units in areas designated ~~High~~ Low-Moderate Density Residential, and
   - ~~1,500~~1,850 new residential units in areas in mixed use districts.
   - ~~At least 630 of the new units should be affordable to households earning less than 30% of the median income.~~

3. 80% of new housing developed, or 2,080 units, will be affordable to households in low income categories, with the following minimums reflecting the new need shown in Table H-1 as well as housing replacement need following residential site redevelopment:
   - At least 1,000 of the new units should be affordable to extremely low income households,
   - At least 350 of the new units should be affordable to very low income households, and
   - At least 200 of the new units should be affordable to low income households.
   - Approximately 79% of new housing affordable to low income households in all categories should be offered as rentals upon completion.
   - Existing City residents shall be informed of the opportunities to buy or rent in redeveloped housing sites, and shall be offered an adequate opportunity to do so before the opportunities are offered to non-residents.

4. The ~~provision~~ utilization and enhancement of affordable housing bonuses in the Land

Development Regulations to ensure the attainment of the housing affordability benchmarks above.

Note: ~~A 50% reduction in the number of cost burdened households (households paying more than 30% of their income on housing costs) will indicate success in increasing access to affordable housing.~~ The number of units prescribed in this Objective and in ~~policies~~ Policies H-1.1 and H-1.2 is approximately ~~half~~62% of the ~~available inventory of homes~~ residential unit development potential that ~~can be built on~~ exists on vacant lots in those districts. In other words, there is plenty of land on which to develop housing in the City. It is estimated that there will be ~~578~~1,028 additional low income households in the City by ~~2030~~2045[2] ~~(Shimberg Center for Affordable Housing data).~~ These new households can be accommodated by ~~the 630~~the proposed 2,080 new units ~~that will~~ to be affordable to households earning below 80% of the median.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy H-1.1: The City shall coordinate with the private sector and/or redevelopment agencies to foster the development of at least ~~300~~375 new single family units on vacant areas designated Low Density Residential on the Future Land Use Map. Of these units, at least ~~30~~40 percent of the total should provide affordable housing opportunities to households earning below 80 percent of the median, while at least 40 percent of the total should provide affordable housing opportunities to households earning between 80 and 160 percent of the median income. The net result should be a variety of developments, including some projects specifically designed to accommodate a mix of incomes.

Implementation:

- Who? The City, its Community Redevelopment Agency, other redevelopment agencies. and private sector housing developers
- How? The provision and enhancement of incentives (i.e., density bonuses, regulatory barrier reduction) in the Land Development Regulations to encourage the construction desired housing types
- When? ~~Ongoing~~ Within one year of this Plan Update's adoption and on an ongoing basis

Policy H-1.2: The City shall coordinate with the private sector and/or redevelopment agencies to foster the development of at least ~~300~~375 new multi-family units on vacant areas designated

[2] University of Florida, Shimberg Center for Affordable Housing, Household Projections by Tenure, Income (%AMI) and Cost Burden, 2010-2050, Owners and Renters, at http://flhousingdata.shimberg.ufl.edu/population-and-household-projections/results?nid=4300&nid=4366

~~High-Density Residential~~ Low-Moderate Density Residential on the Future Land Use Map. Of these units, at least ~~30~~40 percent of the total should provide affordable housing opportunities to households earning below 80 percent of the median, while at least 40 percent of the total should provide affordable housing opportunities to households earning between 80 and 160 percent of the median income. The net result should be a variety of developments, including some projects specifically designed to accommodate a mix of incomes.

Implementation:

- Who? The City, its Community Redevelopment Agency, other redevelopment agencies. and private sector housing developers
- How? The provision and enhancement of incentives (i.e., density bonuses, regulatory barrier reduction) in the Land Development Regulations to encourage the construction of desired housing types
- When? ~~Ongoing~~ Within one year of this Plan Update's adoption and on an ongoing basis

Policy H-1.3: The City shall coordinate with the private sector and/or redevelopment agencies to foster the development of at least ~~1,500~~1,850 new residential units in units in the Downtown Mixed Use, Corridor Mixed Use, Magnolia North Mixed Use, and Magnolia Gardens Mixed Use districts. Of these units, at least ~~30~~40 percent of the total should provide affordable housing opportunities to households earning below 80 percent of the median, while at least 40 percent of the total should provide affordable housing opportunities to households earning between 80 and 160 percent of the median income. The net result should be a variety of developments, including some projects specifically designed to accommodate a mix of incomes.

Implementation:

- Who? The City, its Community Redevelopment Agency, other redevelopment agencies. and private sector housing developers
- How? The provision and enhancement of incentives (i.e., density bonuses, regulatory barrier reduction) in the Land Development Regulations to encourage the construction of desired housing types
- When? ~~Ongoing~~ Within one year of this Plan Update's adoption and on an ongoing basis

Policy H-1.4: The City shall develop partnerships with, and provide assistance to, the private sector in order to spur housing production that is sufficient to meet the indicated demand and ~~achieve policies H-1.1- H-1.3~~and conditions stated above.

Implementation:

- Who? The City and private sector housing developers
- How? The provision and enhancement of incentives (i.e., density bonuses, regulatory

barrier reduction) in the Land Development Regulations to encourage the construction of desired housing types

- When? ~~Ongoing~~ Within one year of this Plan Update's adoption and on an ongoing basis

Policy H-1.5: The City shall identify and eliminate undue regulatory barriers that inhibit the achievement of housing delivery goals.

Implementation:

- Who? The City and private sector housing developers
- How? The identification and elimination of regulations that unduly inhibit the production of desired housing ~~types~~ and housing variety
- When? ~~Ongoing~~ Within one year of this Plan Update's adoption and on an ongoing basis

Policy H-1.6: The City shall assist public and private sector housing agencies and providers in the delivery of assisted, low income, and special needs housing through technical assistance and other appropriate mechanisms. The City shall also support the expansion of its Ten North Group's staff capacity as needed to serve current and future low income residents, including through additional staff positions and enhanced collaborations with community groups.

Implementation:

- Who? The City, Miami-Dade County~~, and~~ public and private sector housing developers, and the Ten North Group
- How? Applying for federal and State block grant assistance through Miami-Dade County for low income housing development, ~~and~~ providing ~~other~~ assistance that might be requested by low income housing providers, and supporting expanded capacity of Ten North Group staff
- When? Ongoing

Policy H-1.7: ~~Provide~~ The City shall promote, in its publicly available information and outreach to private and non-profit housing developers, any bonuses and incentives in the Land Development Regulations for building affordable housing, workforce housing, and rental housing in proximity to places of employment, transit, and public services ~~in the Land Development Regulations~~, in accordance with the identified future housing demand and affordability needs stated above.

Implementation:

- Who? The City
- How? The ~~provision~~ promotion of bonuses and incentives for affordable housing, as afforded by ~~in~~ the Land Development Regulations
- When? ~~Ongoing~~ Within one year of this Plan Update's adoption and on an ongoing basis

Policy H-1.8: The City shall continue to expeditiously acquire properties as feasible through condemnation or fee simple purchase following foreclosure in the interest of establishing a land bank to spur development of live-work mixed use, multi-family, or infill housing through public-private partnerships and/or joint ventures and to meet the projected housing needs identified in this Element.

Implementation:

- Who? The City and Ten North Group
- How? Acquisition of properties as available for redevelopment/land banking purposes
- When? Ongoing

Policy H-1.9: The City may examine and consider adopting an inclusionary zoning ordinance, mandating integration of affordable and/or workforce housing units in proposed development or providing options such as payment in lieu of, with fees payable to a Housing Trust Fund dedicated to the production of affordable housing in the City.

Implementation:

- Who? The City, including Planning and Community Development, the Community Redevelopment Agency, and Ten North Group
- How? Review and evaluation of inclusionary zoning best practices in comparable communities
- When? Ongoing

Policy H-1.10: The City shall endeavor to ensure adequate staffing of its building and development functions as well as of the Community Redevelopment Agency. It shall also effectuate streamlined coordination between all departments and agencies involved in development activities so that redevelopment opportunities are met with responsive action.

Implementation:

- Who? The City, Community Redevelopment Agency, and other departments/agencies
- How? Regular review of personnel needs, active recruitment, and organizational coordination
- When? Ongoing

OBJECTIVE H-2:

Eliminate all substandard and dilapidated housing conditions by ~~2030~~2045 and concurrently

implement public space improvements that improve the safety, attractiveness, accessibility, and comfort of neighborhoods.

Objective H-2 Monitoring Measures:

1. At least a 50% reduction of substandard units ~~between 2015 and 2030~~by 2035, and 100% reduction by 2045.

   Note: Although the ultimate objective is to eliminate all substandard units, a 50% reduction by the end of the short-term planning period will indicate substantial progress~~, and is more realistic~~.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy H-2.1: The City shall continue to utilize code enforcement and other strategies to equitably address substandard and dilapidated housing conditions where they exist throughout the City.

Implementation:

- Who? The City
- How? Code enforcement, community outreach and education
- When? Ongoing

Policy H-2.2: The City shall clarify and amend Code Enforcement regulations as needed to ensure easy interpretation and applicability as well as equitable enforcement.

Implementation:

- Who? The City, including Code Enforcement and invited community representatives
- How? Collaborative review of Code Enforcement regulations and amendment as necessary
- When? Within one year of this Plan Update's adoption and on an ongoing basis

Policy H-2.~~2~~3: The City shall seek funding through block grant programs and other appropriate sources to assist income-qualified homeowners with the rehabilitation of their units.

Implementation:

- Who? The City, Miami-Dade County and qualified homeowners
- How? Applying for federal and State block grant assistance through Miami-Dade County for housing rehabilitation through low interest or deferred payment loans
- When? Ongoing

Policy H-2.~~3~~4: The City shall seek funding through block grant programs and other appropriate sources to improve the quality of the rental housing stock.

Implementation:

- Who? The City, Miami-Dade County and qualified rental housing providers
- How? Applying for federal and State block grant assistance through Miami-Dade County for rental housing rehabilitation through low interest or deferred payment loans
- When? Ongoing

Policy H-2.4~~5~~: The City shall coordinate with neighborhood groups and residents in order to evaluate the feasibility of developing and implementing a Neighborhood Planning Strategy to tailor comprehensive planning, capital improvement and code enforcement strategies to the needs of specific residential neighborhoods.

Implementation:

- Who? The City and homeowner or resident groups
- How? Public outreach and the ~~examination of programs and strategies used~~ review of best practices from ~~in~~ comparable communities
- When? Ongoing

Policy H-2.~~5~~6: The City shall ~~support~~ continue to expedite as possible the condemnation and demolition of dilapidated, unsafe housing units that cannot be feasibly rehabilitated as well as curb vagrancy and illegal drug activity in existing derelict structures.

Implementation:

- Who? The City, including Code Enforcement and Police
- How? Code enforcement ~~and~~ requiring that unsafe units be demolished, monitoring by police, monitoring lien requests that represent new ownership of derelict properties
- When? Ongoing

Policy H-2.7: The City shall ensure uniform and commensurate treatment of persons displaced by public actions such as building condemnation, and shall provide a suitable level of technical and financial relocation assistance, as needed.

Implementation:

- Who? The City
- How? 100% of households displaced (if any) offered relocation assistance
- When? Ongoing

Policy H-2.6~~7~~8: The City shall continue to coordinate with the ~~Opa-locka Community Development Corporation~~ Ten North Group and Community Redevelopment Agency in the implementation of housing improvement programs.

Implementation:

- Who? The City, its Community Redevelopment Agency, and the ~~Opa-locka Community Development Corporation~~ Ten North Group
- How? Interagency coordination
- When? Ongoing

Policy H-2.7~~8~~9: The City shall protect existing residential areas through community monitoring, prompt response to resident complaints, issuance of citations as appropriate, informational meetings with property owners and residents, and other strategies.

Implementation:

- Who? The City and neighborhood groups
- How? Code enforcement ~~and a response to residents' concerns~~ response to complaints as well as outreach to property owners and resident to advise about how to maintain property to remain in compliance with the code
- When? Ongoing

Policy H-2.8~~9~~10: The City shall assist elderly and handicapped homeowners in painting and making minor repairs to their homes with community development funds.

Implementation:

- Who? The City, Miami-Dade County, the Ten North Group, and elderly and special needs homeowners
- How? Applying for federal and State block grant assistance through Miami-Dade County for minor home repair programs targeted to the elderly and special needs groups
- When? Ongoing

Policy H-2.11: The City shall make public space investments as feasible, such as new or replacement sidewalks, road resurfacing, planting of shade trees, improvement of medians and swales, pedestrian crossing enhancements, and signage, to improve the safety, attractiveness, accessibility, and comfort of neighborhoods.

Implementation:

- Who? The City, including Capital Improvements and Public Works

- How? Coordination, budgeting, and implementation of public space improvements
- When? Ongoing

OBJECTIVE H-3:
Minimize residential displacement due to gentrification and ~~Ensure~~ ensure the uniform and equitable treatment of persons and businesses displaced by ~~State and local government~~ City-supported redevelopment programs.

Objective H-3 Monitoring Measure:

1. Tracking of changes in assessed property values
2. Tracking of U.S. Census household data
3. Tracking of residential property sales, construction, redevelopment, and local buyer/renter information sharing and first option opportunities as contracted in new development
4. 100% of households displaced (if any) provided with technical and financial relocation assistance to mitigate displacement hardship

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy H-3-1: The City shall coordinate with the private sector in ensuring that alternative, affordable sites in comparable housing or commercial facilities are available to persons or businesses displaced through ~~public action~~ urban redevelopment projects prior to their displacement.

Implementation:

- Who? The City and the private sector
- How? Ensuring that households displaced by public sector-supported redevelopment activities are provided with access to comparable, affordable housing which is facilitated through development agreements
- When? Ongoing

Policy H-3.2: The City shall minimize involuntary displacement due to higher housing costs caused by urban redevelopment activity by ensuring provision of comparable, affordable housing units within a new residential development for all residents who would otherwise be displaced, or a fee in lieu, payable to a Housing Trust Fund dedicated to affordable housing and relocation assistance provision. Comparable units provided shall be affordable to extremely low, very low, or low income households as reflects the composition on-site or in the surrounding neighborhood. All existing on-site residents shall be informed of opportunities to buy or rent in

the new development and shall be given an adequate first option opportunity to buy or rent comparably affordable units in the new development, or offered financial relocation assistance as an alternative.

Implementation:

- Who? The City and the private sector
- How? Amending the Land Development Regulations to ensure that existing residents under threat of displacement by new residential development or redevelopment are offered comparable housing opportunity, or relocation assistance if not accepted. Enforcement of the regulations through the development review and monitoring process.
- When? Ongoing

OBJECTIVE H-4:

~~Continue to allow manufactured housing and mobile homes at appropriate locations~~ Enable, encourage, and incentivize a variety of housing types to meet the affordable and workforce housing needs of current and future City residents, which may include multi-family housing, infill housing, tiny homes, accessory dwelling units, and other cost-efficient home types.

Objective H-4 Monitoring Measure:

1. ~~Manufactured housing,~~ Tiny homes, accessory dwellings, and/or other efficient home types allowed in the ~~Comprehensive Plan and~~ Land Development Regulations.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy H-4.1: The City, through its subdivision regulations, shall allow code-approved ~~mobile homes and manufactured housing,~~ accessory dwelling units, tiny homes, and other cost-efficient home types to be determined upon further study.

Implementation:

- Who? The City, including Planning and Community Development
- How? ~~The~~ Study of home types permitted in comparable communities and amendment of the Land Development ~~and Subdivision~~ Regulations
- When? Within one year of the adoption of this Plan Update, and maintained/updated on an ongoing basis

~~**Policy H-4.2:** The City, through its Land Development Regulations, shall provide use categories for mobile home parks and subdivisions.~~

~~Implementation:~~

- ~~Who? The City~~
- ~~How? The Land Development Regulations~~
- ~~When? Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~

Policy H-4.~~3~~2: The City~~, through its Land Development Regulations, shall allow manufactured homes within residential areas, provided they~~ shall ensure, through the Land Development Regulations, that any allowed home types meet design and building standards and are generally compatible with the surrounding residential development.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated~~ on an ongoing basis

OBJECTIVE H-5:
Continue to allow adult congregate living, foster care, and other types of group homes at appropriate locations. Positively address the social determinants of health for all City residents by promoting housing and neighborhood design which brings people together and encourages social connection.

Objective H-5 Monitoring Measure:

1. Group homes allowed in the Comprehensive Plan and Land Development Regulations.
2. Implementation of innovative housing designs and arrangements that improve health care coordination and care transition to independent living.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy H-5.1: The City shall comply with State laws requiring non-discriminatory housing standards and location and equitable distribution criteria for group homes and foster care facilities within existing residential neighborhoods.

Implementation:

- Who? The City
- How? ~~Ensuring compliance with State laws~~ Review and amendment of the Land Development Regulations as needed
- When? ~~Ongoing~~ Within one year of this Plan Update's adoption as necessary and on an ongoing basis

Policy H-5.2: The City, through its Land Development Regulations, shall regulate the location of group homes through minimum distance requirements and so that no residential neighborhood has an undesirable concentration of such facilities while also ensuring that at least one residential zoning classification allows group homes.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an ongoing basis

Policy H-5.3: The City shall positively address the social determinants of health by promoting housing and neighborhood design which encourages social connection and by supporting innovative housing arrangements that are responsive to health care coordination and care transition needs, such as co-living.

Implementation:

- Who? The City and the Ten North Group
- How? Development review process
- When? Ongoing

OBJECTIVE H-6:
Protect, preserve, enhance, and promote public awareness of historically, culturally, or architecturally significant housing.

Objective H-6 Monitoring Measure:

1. The identification and evaluation of historically, culturally, and architecturally significant housing units by ~~2020~~2025.
2. Development and implementation of a historic resource preservation program by ~~2025~~2030.
3. Support for restoration of historic properties through grantmaking

Note: Implementation of policies H-6.1- H-6.4 demonstrate progress in achieving the Objective. A numerical indicator is not appropriate for this Objective, as the number of units preserved will depend on the number of units identified.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy H-6.1: The City of Opa-Locka shall ~~request that Miami-Dade County identify and evaluate historically significant housing in the City by 2020~~facilitate the finalization of the University of Florida comprehensive assessment of the City's original structures, and use this assessment as a basis for implementing its preservation program and enforcing its preservation ordinance.

Implementation:

- Who? The City, including Code Enforcement and the Historic and Environmental Preservation Board ~~and County~~
- How? Coordination of the City's program and regulations with ~~the County~~ the University of Florida Historic Preservation Department assessment
- When? By ~~2020~~2025

Policy H-6.2: The City shall undertake an educational initiative to increase awareness of the value as well as the redevelopment constraints associated with a registered landmark designation and encourage owners of historically significant housing to apply for its inclusion on the National Register of Historic Places and to utilize county, State and federal assistance programs for property restoration.

Implementation:

- Who? The City, including its Historic and Environmental Preservation Board
- How? Discover Opa-locka and/or similar public information campaigns targeted to neighborhoods with historic structures and creating an accessible, digital archive. Technical assistance and the inclusion of incentives in the program developed as per Policy H-6.3
- When? By 2030

Policy H-6.~~2~~3: The City shall develop and implement a historic resource preservation program for the protection, management, and adaptive reuse of historically significant housing by 2025, including continuation of a restoration grant program as feasible.

Implementation:

- Who? The City, including its Historic and Environmental Preservation Board

- How? The development of a program modeled after successful programs in other communities
- When? By 2025

~~**Policy H-6.3:** The City shall encourage property owners of historically significant housing to apply for and utilize county, state, and federal assistance programs by providing educational programs and other technical assistance activities.~~

~~Implementation:~~

- ~~Who? The City~~
- ~~How? Technical assistance and the inclusion of incentives in the program developed as per Policy H-6.2~~
- ~~When? By 2025~~

Policy H-6.4: The City shall ~~periodically assess its historic preservation ordinance and other programs so that they continuously~~ enforce historic property protections required by its preservation ordinance. The City shall also strengthen ordinance provisions as necessary with added penalties to assure retention of specified architectural features in registered historic properties and ensure that the ordinance adequately facilitates conservation and rehabilitation. The ordinance should be customized to the City's unique and limited inventory of historic structures. In addition, the City shall coordinate with Miami-Dade County in the implementation and enforcement of the Countywide ordinance as it impacts the City.

Implementation:

- Who? The City, including Code Enforcement, and County
- How? Review, enforcement and enhancement of the Land Development Regulations, compliance and enforcement of the County preservation ordinance, and ~~i~~intergovernmental coordination ~~and the review of existing regulations~~
- When? Ongoing

Policy H-6.5: The City shall maintain an inventory of culturally or architecturally significant housing in the City that may otherwise not qualify for placement on, or have not yet been placed on, the National Register of Historic Places and may deem these properties eligible for restoration grants through its preservation program.

Implementation:

- Who? The City, including its Historic and Environmental Board
- How? Maintenance of a list of properties of historic, cultural, and architectural

significance in the City, based upon and expanded as necessary from the University of Florida historic property assessment

- When? By 2025 and on an ongoing basis

OBJECTIVE H-7:

Encourage housing design and developments that are energy efficient, minimize carbon emissions generated by construction processes or embedded in building materials, and enhance the overall health, safety, and welfare of residents. Support mitigation of environmental stressors to the health and safety of City residents, including extreme heat and flooding.

Objective H-7 Monitoring Measure:

The Land Development Regulations' Green Standards should be amended to require a~~A~~ll new units constructed in the City after ~~2020~~2035 ~~should~~ to have LEED- or another green building certification.

1. Monitoring of the number of new developments that utilize bonuses afforded by the Land Development Regulations' Green Standards
2. Monitoring of the density and transit accessibility of new housing development

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy H-7.1: The City shall continue to promote ~~affordable utility costs for~~ energy and end user cost efficiency in new housing by expediting the review of developments that use Leadership in Energy and Environmental Design (LEED), Florida Green Building Coalition's Green Construction Standards, or other acceptable standards and through the incorporation of alternative energy technologies into weatherization programs.

Implementation:

- Who? The City
- How? ~~The~~ Amendment and enforcement of the Land Development Regulations and Building Code to require all new housing units built after 2035 to be LEED-certified or certified by an equivalent green building program
- When? Within one year of the adoption of this Plan Update, and ~~maintained/updated~~ on an ongoing basis

Policy H-7.2: The City shall encourage new, mixed use housing developments with medium to high densities, served by public transit.

Implementation:

- Who? The City
- How? The Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy H-7.3: The City shall prioritize investments in infrastructure that mitigate chronic flooding in residential neighborhoods and support the ability of residents to circulate safely in the community. The City shall also inspect and enforce drainage-related requirements of new development agreements to safeguard adjacent properties from excessive runoff.

Implementation:

- Who? The City, including Capital Improvements, Public Works, and Planning and Community Development
- How? Stormwater management infrastructure investments and development inspections
- When? Ongoing

Policy H-7.4: The City shall assist residents with securing support and resources in the event of extreme temperatures or other weather phenomena that affect the livability of one's home.

Implementation:

- Who? The City
- How? Coordination with Miami-Dade County programs to assist persons with inadequate air conditioning, public outreach about available local sheltering resources
- When? Ongoing, with heightened vigilance for resident weather-related challenges during hotter and/or stormier seasons

INFRASTRUCTURE ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Infrastructure and Aquifer Recharge Element reflects its strategy for ensuring the provision of infrastructure and services at adopted service levels through the planning period. **~~In 2030,~~ ~~t~~The City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors.** The provision of adequate infrastructure and services is key to the achievement of this vision, and to support the City' economic development and redevelopment efforts.

~~The Infrastructure and Aquifer Recharge Element Goal, objectives, monitoring measures, and policies are based on: the data and analysis and background reports contained in contained in Appendix A., Background Documents and Appendix B, Related Studies Links; an evaluation of the City's existing conditions and levels of service, and; the intensive community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)), and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six-Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative.~~

The Infrastructure and Aquifer Recharge Element will accomplish its Goal through planning directives and activities aimed at:

- Establishing **Level of Service standards** for **sanitary sewer**, **fire flow**, **solid waste**, **drainage** and **potable water**;
- Ensuring that **adequate infrastructure capacity** will exist to **serve existing and new development and redevelopment**;
- Improving **existing infrastructure and services** through **capital improvements**;
- Maximizing the use of **existing facilities**;
- Conserving **water resources**, and;
- Protecting the **aquifer and groundwater resources**.

INFRASTRUCTURE AND AQUIFER RECHARGE ELEMENT

INFRASTRUCTURE GOAL:

PROTECT ~~THE~~ SUBSTANTIAL INVESTMENTS IN EXISTING PUBLIC FACILITIES AND PLAN FOR AND FINANCE NEW FACILITIES TO SERVE RESIDENTS AND BUSINESSES IN A TIMELY, ORDERLY, AND EFFICIENT MANNER.

OBJECTIVE I-1:

Establish new or modify existing development review procedures to ensure that existing deficiencies will be corrected, and to coordinate improvements so that adequate facility capacities will be available to meet future needs and achieve economic development and redevelopment goals.

Objective I-1 Monitoring Measures:

1. Achievement of level of service standards.

   Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with facilities and services.

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy I-1.1: The City shall utilize the following level of service standards as the basis for determining facility capacity and the demand generated by development

FACILITY	LEVEL OF SERVICE STANDARDS
Sanitary Sewer Facilities	The ~~system shall maintain the~~ wastewater treatment plants shall operate with a physical capacity of no less than ~~to collect and dispose of 102 percent of~~ the average daily influent sewage flow for the ~~system demand for the~~ preceding ~~five years~~ 12 months. Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards. The system shall collectively maintain the capacity to collect and dispose of no less than 102 percent of the average daily influent sewage system flow for the preceding five years accounting for reserved capacity. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. The annual average daily influent sewage flow shall be

<table>
<tr><td></td><td>calculated as the average of the daily volume received at the facility over a 12-month period.

~~All treatment plants shall maintain the capacity to treat no less than the average daily sewage flow.~~

~~Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards.~~

The per capita Level of Service standard for sanitary sewer shall be 122 gallons per capita per day.</td></tr>
<tr><td>Fire Flow</td><td>Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Rescue Department, minimum fire flows based on the land use served shall be maintained as follows:

<table>
<tr><td>Land Use:</td><td>Min. Fire Flow (gpm) ~~Gallons Per Minute~~</td></tr>
<tr><td>Single Family Residential Estate</td><td>~~750~~
500</td></tr>
<tr><td>Single Family and Duplex; Residential on minimum lots of 7,500 sf</td><td>750</td></tr>
<tr><td>Multi-Family Residential (Low Medium Density), Semiprofessional Offices</td><td>1,500</td></tr>
<tr><td>Multi-Family Residential (Medium and High Density)</td><td>2,000</td></tr>
<tr><td>Hospitals, Schools, Business and Industry</td><td>~~2~~3,000</td></tr>
<tr><td>~~Commercial/Industrial~~</td><td>~~3,000~~</td></tr>
</table></td></tr>
<tr><td>Solid Waste Facilities</td><td>~~Solid waste disposal facilities shall collectively maintain a minimum of 5 years capacity sufficient to accommodate waste flows.~~

Maintain a solid waste disposal capacity sufficient to accommodate waste flows committed to the system for a minimum of five (5) years.</td></tr>
<tr><td>Drainage Facilities</td><td>1 in 10 year storm event; one day storm event.

Structures at or above the minimum flood elevation specified in the federal Flood Insurance Rate Maps for Miami-Dade County.</td></tr>
</table>

Potable Water	Regional treatment. System shall operate with a maximum daily rated capacity that is no less than 2% above maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. User LOS. Maintain capacity to produce and deliver ~~126.82~~ 120.26 gallons per capita per day systemwide. Water Quality. Shall meet all county, state, and federal primary potable water standards. Countywide Storage. Storage capacity for finished water shall equal no less than 15% of countywide average daily demand.
~~Storage Capacity~~	~~Minimum fifteen percent of average day demand.~~

Implementation:

- Who? The City.
- How? The inclusion of a Concurrency Management System in the Land Development Regulations.
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing.

Policy I-1.2: All corrections and improvements for replacements, expansions or increase in capacity of existing public facilities deficiencies shall conform with the adopted level of service standards for facilities and shall be reviewed, approved, and monitored by the Public Works Department to provide for future facility needs.

Implementation:

- Who? The City
- How? The inclusion of a Concurrency Management System in the Land Development Regulations, and capital improvements/public works planning
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE I-2:

Coordinate increases in the capacity of potable water, drainage, sanitary sewer, and solid waste services and facilities to meet current and future needs based on the Future Land Use Map and

service and facility capacity. Prevent urban sprawl by concentrating resources on existing facilities.

Objective I-2 Monitoring Measures:

1. Achievement of level of service standards.
2. Diversion of at least 30% of solid waste generated in the City from landfills by ~~2030~~2045.

   Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with facilities and services. The 30% diversion of solid waste demonstrates compliance with Policy I-2.5

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy I-2.1: No development order authorizing new developments or expansion to an existing use shall be issued unless existing sanitary sewer, potable water, drainage, and solid waste facilities meet the adopted level of service standards for these facilities or will meet these standards concurrent with the impact of the development, except that if standards are changed, a reasonable time for compliance with new standards shall be allowed.

Implementation:

- Who? The City
- How? The inclusion of a Concurrency Management System in the Land Development Regulations, and capital improvements/public works planning
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy I-2.2: Development review procedures and programs to monitor levels of services for each facility shall be established by the City.

Implementation:

- Who? The City
- How? The inclusion of a Concurrency Management System in the Land Development Regulations, and capital improvements/public works planning
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy I-2.3: The City, in coordination with Miami-Dade County, shall annually review its

Wastewater Facilities Plan, Water Supply and Distribution Facilities Plan, Solid Waste Facilities Plan, and the Stormwater Drainage Facilities Plan, as part of the budgeting process, to determine needs, which and as a minimum shall:

1) Outline needed improvements for replacement, expansion, or increase in capacity to meet existing facility deficiencies and provide future facility needs;
2) Review and indicate funding sources;
3) Provide a schedule of improvements and show funding sources;
4) Provide a maintenance and monitoring program.

Implementation:

- Who? The City
- How? Annual plan review and capital projects planning
- When? Ongoing

Policy I-2.4: The City of Opa-Locka shall ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy.

Implementation:

- Who? The City
- How? The inclusion of a Concurrency Management System in the Land Development Regulations, and capital improvements/public works planning
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy I-2.5: The City shall divert at least 30 percent of its solid-waste stream from landfills/incineration facilities.

Implementation:

- Who? The City
- How? Recycling and waste reduction programs
- When? Ongoing

Policy I-2.6: Proposed facility improvements shall be evaluated and ranked according to the following priority level criteria:

Level One: Includes improvements which are necessary to protect the health, safety and environmental integrity of the community improvements necessary to meet existing deficiencies in capacity and performance; and city's legal commitment to provide facilities and services;

Level Two: Includes improvements to increase efficiency of use of existing facilities; prevention or reduction of improvement costs; extend service to previously underserved developed areas; and promotes infill development;

Level Three: Includes improvements which represent a logical extension of facilities and services within a designated service or zone area.

Implementation:

- Who? The City
- How? Capital improvements planning and budgeting procedures
- When? During annual updates to the Capital Improvements Schedule and Budget

OBJECTIVE I-3:
Improve existing and provide new public facilities through the implementation of projects listed in the Capital Improvements Element.

Objective I-3 Monitoring Measures:

1. Implementation of capital projects in accordance with adopted capital improvement schedules

   Note: Implementation of projects in accordance with the adopted schedule, as it is annually updated, will achieve this Objective.

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy 1.3.1: Potable water, sanitary sewer, solid waste, and drainage facility improvements shall be implemented in conformance with the schedule provided in the Capital Improvements Element and new facilities shall be reviewed and provided for on an annual basis as part of the city's budgeting process and capital budget.

Implementation:

- Who? The City
- How? Capital improvements planning and budgeting procedures
- When? During annual updates to the Capital Improvements Schedule and Budget

Policy 1.3.2: The City shall coordinate scheduled CIP projects to minimize disruption of infrastructure and manage labor costs.

Implementation:

- Who? The City
- How? Capital improvements planning and budgeting procedures
- When? During annual updates to the Capital Improvements Schedule and Budget

OBJECTIVE I-4:
Implement procedures for maximizing the use of facilities, and schedule, maintain and improve existing public facilities on an ongoing basis.

Objective I-4 Monitoring Measures:

1. At least 70 percent of capital improvements funding is allocated to Level One or Two capital projects between ~~2015~~ 2020 and ~~2030~~2045 (see Policy I-2.6).

   Note: A higher percentage of funding to Level One or Two projects demonstrates that improvements to existing facilities are being prioritized.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy I-4.1: The City shall maintain a comprehensive preventive maintenance and performance monitoring program for new and existing sanitary sewer, potable water, solid waste, and drainage facilities.

Implementation:

- Who? The City
- How? Capital improvements planning and public works procedures
- When? Ongoing ~~and during annual updates to the Capital Improvements Schedule and Budget~~

Policy I-4.2: The City shall promote the rehabilitation and reuse of areas where public facilities already exist as an alternative to new construction by providing incentives such as historic tax credits, reduced impact fees and/or fair share assessments.

Implementation:

- Who? The City

- How? The provision of incentives such as those referenced in the Policy
- When? Ongoing

Policy I-4.3: The City, in coordination with Miami-Dade County, shall implement a maintenance improvement program for water service areas in its boundaries in order to correct existing deficiencies in the water supply and distribution system.

Implementation:

- Who? The City and Miami-Dade County
- How? Capital improvements planning and public works procedures
- When? Ongoing

OBJECTIVE I-5:
Aid in the conservation of potable water resources.
Objective I-5 Monitoring Measures:

1. Achievement of regional water conservation goals.

   Note: An evaluation of progress in the achievement of regional goals, as they may be periodically revisited, recognizes the City role as one of many players in the conservation of a regional resource.

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy I-5.1: The City shall participate in the implementation of regional and County water conservation programs and campaigns.

Implementation:

- Who? The City and regional partners
- How? Participation in, and support of, County and regional water conservation campaigns
- When? Ongoing

Policy I-5.2: The City shall participate in educational programs for residential, commercial, and industrial consumers in order to facilitate the implementation of water conservation strategies and best management practices.

Implementation:

- Who? The City and regional partners
- How? The provision of water conservation information and educational materials to

water users in the City
- When? Ongoing

Policy I-5.3: The City shall participate in the implementation of applicable regional and County water conservation programs through its Land Development Regulations and the enforcement of regional moratoriums.

Implementation:
- Who? The City
- How? The consideration of water conservation strategies in the Land Development Regulations, and the enforcement of moratoriums, if any
- When? Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis

AQUIFER RECHARGE GOAL:
PROTECT THE FUNCTIONS OF THE NATURAL DRAINAGE FEATURES AND NATURAL GROUNDWATER AQUIFER RECHARGE AREAS~~,~~ AND PREVENT DEGRADATION OF QUALIT'Y OF RECEIVING WATERS AND GROUNDWATER RESOURCES.

OBJECTIVE AR-1:
Coordinate with the South Florida Water Management District and Miami-Dade County to implement groundwater protection activities.

Objective AR-1 Monitoring Measures:

1. Achievement of regional groundwater protection goals.

   Note: An evaluation of progress in the achievement of regional goals, as they may be periodically revisited, recognizes the City role as one of many players in the conservation of a regional resource.

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy AR-1.1: The City<u>, in coordination with Miami-Dade County,</u> of shall protect the integrity of groundwater within well field protection areas by strict adherence to the Wellfield Protection Ordinances, rigorous enforcement of sanitary sewer requirements, hazardous waste prohibitions, land use restrictions, and all other applicable regulations, and by supporting system improvements which are designed to protect or enhance the raw water supply. Existing and future well fields of exceptional quality, such as the Northwest Well field, shall be particularly

addressed in the regulations to prevent degradation of water quality.

Implementation:

- Who? The City and Miami-Dade County
- How? The Land Development Regulations, and other provisions in the Code of Ordinances.
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE AR-2:
Coordinate with the South Florida Water Management District and Miami-Dade County to prevent degradation of the Biscayne Aquatic Preserve by aligning its policies and procedure with those agencies.

Objective AR-2 Monitoring Measures:

1. Achievement of regional non-degradation goals.

   Note: An evaluation of progress in the achievement of regional goals, as they may be periodically revisited, recognizes the City role as one of many players in the conservation of a regional resource.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy AR-2.1: The Public Works Director shall review drainage policies and procedures to ascertain their compliance with the above agencies and shall initiate corrective measures.

Implementation:

- Who? The City
- How? Public Works management practices and procedures
- When? Ongoing

CONSERVATION ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Conservation Element reflects its strategy for protecting its natural resources, and for supporting the conservation of regional resources, through the planning period. ~~In 2030~~By 2045, the City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors. Protection of the natural environment is key to ensuring the health, safety and welfare of residents and visitors, and to providing a great quality of life.

The Conservation Element Goal, ~~objectives~~ Objectives, ~~monitoring measures~~ Monitoring Measures, and ~~policies~~ Policies are based on~~: the data and analysis and background reports contained in contained in Appendix A.; Background Documents and Appendix B, Related Studies Links;~~ an evaluation of the City's existing environmental conditions and resources, and~~;~~ the intensive leadership interview and community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. (They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.))~~, and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six-Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative~~.

The Conservation Element will accomplish its Goal through planning directives and activities aimed at:

- Protecting **air quality**;
- Protecting **ground and surface waters**;
- Conserving **potable water resources**;
- Protecting **native wildlife and vegetative communities**;
- Protecting **floodplains** in order to ~~**reduce**~~ **mitigate** **flood events**;
- Providing for the safe ~~storage and~~ disposal of **hazardous materials** and **remediation of brownfields**, and;
- Reducing **greenhouse gas emissions**

CONSERVATION ELEMENT

GOAL:
PROVIDE FOR THE PROTECTION, CONSERVATION, AND PROPER UTILIZATION OF NATURAL RESOURCES.

OBJECTIVE C-1:
Assist in the achievement of air quality standards.
Objective C-1 Monitoring Measures:

1. Achievement of regional air quality standards.

Note: An evaluation of progress in the achievement of regional goals, ~~as they may be~~ periodically revisited, ~~recognizes~~ will demonstrate the City's role as one of many players in the conservation of a regional resource.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy C-1.1: The City shall coordinate with County, regional, State, and federal agencies in developing, reviewing, and adopting policies related to air quality protection.

Implementation:

- Who? The City and County, and regional, State, and federal agencies
- How? Intergovernmental coordination
- When? Ongoing

Policy C-1.2: The City shall review and ~~adopt~~ strengthen the specifications of development regulations requiring the use of vegetative buffer zones in industrial land uses ~~in order~~ to minimize ~~impact on~~ degradation of air quality throughout the City.

Implementation:

- Who? The City
- How? ~~The~~ Amendment of the Land Development Regulations, articulating the type and composition of vegetative buffers between industrial and non-industrial uses to ensure sufficient filtration and screening
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an ongoing basis

Policy C-1.3: The City shall aid in the dissemination of air quality information provided by County, regional, State, and federal environmental regulatory agencies by placement of information at City Hall and other public buildings in the city, and ~~other appropriate mechanisms~~ publicized via

various media.

Implementation:

- Who? The City and County, regional, State, and federal agencies
- How? The provision of air quality information and educational materials to residents and businesses in the City
- When? Ongoing

Policy C-1.4: The City shall continue its efforts to add native tree canopy and landscaping in public thoroughfares and parks, and when possible add new greenspaces, in order to provide natural shade, air filtration, and improved local air quality.

Implementation:

- Who? The City
- How? Continuation of the City native tree planting program, aided by development agreements and funding partners. Expand the Downtown Master Plan to include strategies for enhancing tree canopy coverage and greenspace in the City's core. Repair the municipal sprinkler system to maintain public landscaping where needed.
- When? Ongoing

OBJECTIVE C-2:
Assist in efforts to protect and conserve the quality and quantity of ground and surface water resources.

Objective C-2 Monitoring Measures:

1. Achievement of regional groundwater and surface water protection goals.
2. No degradation in the quality of surface waters in the City between ~~the 2015 and 2030~~ 2023 and 2045.

Note: An evaluation of progress in the achievement of regional groundwater goals, as they may be periodically revisited, recognizes the City's role as one of many players in the conservation of a regional resource. ~~*No degradation of surface waters under the City's jurisdiction, as measured by p*~~*Periodic monitoring will demonstrate* ~~*gauges*~~ *the effectiveness of management practices and development regulations targeted at reducing pollutant runoff.*

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy C-2.1: The City shall coordinate with County and State agencies to develop and implement policies related to ground and surface water quality protection.

Implementation:

- Who? The City and County, regional, and State agencies
- How? Intergovernmental coordination
- When? Ongoing

Policy C-2.2: The City shall coordinate with the Florida Department of Transportation and Miami-Dade County to implement and maintain mechanisms to eliminate or minimize pollutants carried by stormwater runoff from State Road 9 into Lake Ingram, a unique natural resource and wildlife habitat within the City.

Implementation:

- Who? The City, County, and the Florida Department of Transportation
- How? Intergovernmental coordination and best management practices
- When? Ongoing

Policy C-2.3: The City shall coordinate with Miami-Dade County to develop a comprehensive program for the improvement and maintenance of water quality in the various lakes and canals located within its boundaries, and City shall carry out the necessary dredging and cleanup activities to maintain good water quality within these water bodies.

Implementation:

- Who? The City, County, and the Florida Department of Transportation
- How? Intergovernmental coordination and best management practices
- When? Ongoing

Policy C-2.4: The City shall implement an annual street cleaning program aimed at reducing pollutant loads, particularly at the beginning of the rainy season.

Implementation:

- Who? The City's Beautification Department
- How? Street cleaning and maintenance
- When? Ongoing

Policy C-2.5: The City shall curtail illegal dumping to minimize toxic chemical leaching into groundwater.

Implementation:

- Who? The City, including the Illegal Dumping Task Force and Code Enforcement
- How? Creation of designated dump sites for residents, installation of stationery trash receptacles in convenient locations, and enforcement of dumping regulations through surveillance and code enforcement
- When? Ongoing

Policy C-2.~~5~~6: The City shall assist Miami-Dade County staff in monitoring groundwater quality and levels.

Implementation:

- Who? The City
- How? Intergovernmental coordination and the provision of requested assistance
- When? Ongoing

Policy C-2.~~6~~7: The City, through its Land Development Regulations, shall ensure that:

1) Site plans for new development identify ~~the location of~~ and include permeable areas for groundwater recharge on-site~~,~~ and ~~provide measures to ensure that water is naturally absorbed in the ground~~ minimize runoff;
2) General design and construction standards for on-site drainage systems for new developments provide that post-development run-off rates and pollutant loads do not exceed pre-development conditions.

Implementation:

- Who? The City
- How? Amendment of the Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an ongoing basis

Policy C-2.~~7~~8: All operational septic tanks located within City limits shall be phased out by the year ~~2020~~ 2030. (See also Policy C-6.6)

Implementation:

- Who? The City
- How? Requiring all users in the City to hook up to the sanitary sewer system
- When? ~~Ongoing~~ By 2030

~~**Policy C-2.8:** The city shall vigilantly enforce regulations prohibiting illegal dumping through code enforcement activities.~~

~~Implementation:~~

- ~~Who? The City~~
- ~~How? Code enforcement~~
- ~~When? Ongoing~~

Policy C-2.9: The Public Works Director shall review drainage policies and procedures to ascertain their compliance with the above agencies and shall initiate corrective measures.

Implementation:

- Who? The City
- How? Public Works management practices and procedures
- When? Ongoing

Policy C-2.10: The City shall ensure that its Land Development Regulations are consistent with and address the National Pollutant Discharge Elimination System's Stormwater Pollution Prevention Plan and the Miami-Dade County Stormwater Management Master Plan.

Implementation:

- Who? The City
- How? ~~The~~ Amendment of the Land Development Regulations as needed
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE C-3:
Aid in the conservation of potable water resources.

Objective C-3 Monitoring Measures:

1. Achievement of regional potable water conservation goals.

   Note: An evaluation of progress in the achievement of regional goals, as they may be periodically revisited, recognizes the City role as one of many players in the conservation of a regional resource.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy C-3.1: The City shall upgrade all aged City water pipes as needed to minimize system water losses and achieve the current and future level of service requirements identified by the City's Water Facilities Work Plan. In this process, the City shall remove all asbestos and lead pipes, which pose health and safety risks.

Implementation:

- Who? The City
- How? Replacement of aged, dangerous and/or leaking water infrastructure
- When? By 2030

Policy C-3.~~1~~2: The City shall participate in the implementation of regional and County water conservation programs and campaigns.

Implementation:

- Who? The City and regional partners
- How? Participation in, and support of, County and regional water conservation campaigns
- When? Ongoing

Policy C-3.~~2~~3: The City shall participate in educational programs for residential, commercial, and industrial consumers in order to facilitate the implementation of water conservation strategies and best ~~management~~ practices.

Implementation:

- Who? The City and regional partners
- How? The provision of water conservation information and educational materials to water users in the City
- When? Ongoing

Policy C-3.~~3~~4: The City shall participate in the implementation of applicable regional and County water conservation programs through its Land Development Regulations and the enforcement of regional moratoriums. The ~~city~~ City shall correspond or meet with Miami-Dade County for the implementation of a water conservation program, which shall be coordinated with the water conservation programs of regional, ~~state~~ State, and local public agencies.

Implementation:

- Who? The City
- How? Intergovernmental coordination and the consideration of water conservation strategies in the Land Development Regulations, and the enforcement of moratoriums, if any

- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy C-3.4~~5~~: The City shall assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s).

Implementation:

- Who? The City
- How? ~~Adoption and u~~ Update of the Water Supply Facilities Work Plan
- When? As per statutory deadlines

Policy C-3.~~5~~6: The City shall alert and educate residents and businesses ~~of~~ about the benefits of water conservation, and implement policies regarding the installation of ultra-low-volume plumbing fixtures, limitation of landscape irrigation hours, and the use of landscaping techniques for new development.

Implementation:

- Who? The City and regional partners
- How? The provision of water conservation information and educational materials to water users in the City
- When? Ongoing

OBJECTIVE C-4:
Protect native vegetative communities, natural resources, and the natural functions of existing soils in the City.

Objective C-4 Monitoring Measures:

1. No net loss of protected vegetative communities or natural resources in the City, ~~if any,~~ between ~~2015 and 2030~~ 2023 and 2045.

   Note: No net loss of protected resources, as measured by periodic monitoring, ~~gauges~~ will indicate the effectiveness of management practices and development regulations targeted at resource protection.

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy C-4.1: The City shall review site plans to ensure they protect soils, topographical and

hydrological features, and vegetative communities.

Implementation:

- Who? The City
- How? Development review process
- When? Ongoing

Policy C-4.2: The City shall comply with County, State and federal regulations which pertain to the protection and preservation of native plants~~,~~ and shall lend support to enforcement efforts within its boundaries.

Implementation:

- Who? The City and County, State, and federal agencies
- How? Intergovernmental coordination and compliance with/enforcement of applicable regulations
- When? Ongoing

Policy C-4.3: The City shall assist in the implementation of Miami-Dade County's Tree Preservation Program within its boundaries.

Implementation:

- Who? The City and County
- How? Intergovernmental coordination and compliance with/enforcement of applicable regulations
- When? Ongoing

Policy C-4.4: ~~Regulations~~ The City shall enforce regulations pertaining to landscaping requirements ~~shall address~~ for the protection and appropriate use of native plant materials.

Implementation:

- Who? The City
- How? ~~The~~ Enforcement of the Land Development Regulations through the development review process
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy C-4.5: The City shall coordinate with adjacent municipalities and Miami-Dade County in the conservation, protection, and appropriate utilization of unique vegetative communities.

Implementation:

- Who? The City, other municipalities, and the County, State, and federal agencies
- How? Intergovernmental coordination and compliance with/enforcement of applicable regulations
- When? Ongoing

Policy C-4.6: The City shall coordinate with the appropriate regulatory agencies and land owners to stabilize lake and canal banks to prevent erosion and protect and conserve existing soils, fisheries, wildlife habitats, and floodplains.

Implementation:

- Who? The City, ~~and~~ regulatory agencies, and land owners
- How? Intergovernmental coordination and best management practices
- When? Ongoing

Policy C-4.7: All soils not suitable for a proposed development shall be excavated and replaced with suitable fill material or otherwise stabilized in order to provide structural integrity for the expected life of the development in accordance with the local building code.

Implementation:

- Who? The City and developers
- How? ~~Implementation~~ Enforcement of Building Code requirements
- When? Ongoing

OBJECTIVE C-5:
Assist in the protection and management of fisheries, wildlife, and wildlife habitats.
Objective C-5 Monitoring Measures:

1. No net loss of protected habitats in the City, ~~if any,~~ between ~~2015 and 2030~~ 2023 and 2045

   Note: No loss of protected resources, as measured by periodic monitoring, ~~gauges~~ will indicate the effectiveness of management practices and development regulations targeted at resource protection.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy C-5.1: The City shall support and comply with the efforts of County, State, and federal agencies to restrict activities which adversely affect endangered or threatened wildlife.

Implementation:

- Who? The City ~~and~~, Miami-Dade County, State, and federal agencies
- How? Intergovernmental coordination
- When? Ongoing

Policy C-5.2: The City shall coordinate with Miami-Dade County in the preservation of fish and wildlife habitats, such as Lake Ingram, which is a seasonal manatee habitat.

Implementation:

- Who? The City and County, State, and federal agencies
- How? Intergovernmental coordination
- When? Ongoing

Policy C-5.3: The City shall assist in the enforcement of, and compliance with, Miami-Dade County, State, and federal regulations pertaining to endangered and rare species.

Implementation:

- Who? The City, other municipalities, and the County, State, and federal agencies
- How? Intergovernmental coordination and compliance with/enforcement of applicable regulations
- When? Ongoing

Policy C-5.4: The City shall not issue a development order or permit for an activity known to adversely affect the survival of endangered or threatened wildlife.

Implementation:

- Who? The City
- How? ~~The~~ Enforcement of the City's Land Development Regulations and County, State, and federal regulation
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE C-6:
Protect the natural functions of the 100-year floodplain and surface water resources.
Objective C-6 Monitoring Measures:

1. An improved Community Rating System (CRS) rating by ~~2030~~ 2035
2. Review of comparative citywide flood damage data over the Plan period

Note: An improved Community Rating system ranking indicates progress in ~~floor~~ flood protection and management, and lowers insurance rates for residents and businesses.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy C-6.1: The City shall abide by and administer flood control criteria as adopted by Miami-Dade County and the South Florida Water Management District.

Implementation:

- Who? The City, other municipalities, and the County, State, and federal agencies
- How? Intergovernmental coordination and compliance with/enforcement of applicable regulations
- When? Ongoing

Policy C-6.2: The City shall require all new or reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure, to be constructed at or above minimum floor elevations as specified in the Federal Insurance Rate Map for the City of Opa-locka and Miami-Dade County Building Code.

Implementation:

- Who? The City
- How? Implementation of Building Code requirements and the Land Development Regulations
- When? Ongoing~~/LDRs within one year of Plan adoption~~

Policy C-6.3: The City shall administer dredge and fill regulations as adopted by federal, ~~state~~ State, regional, and ~~county~~ Miami-Dade County agencies by requiring the building department to enforce locally required statues and policies.

Implementation:

- Who? The City
- How? Implementation of Building Code requirements and the Land Development Regulations
- When? Ongoing~~/LDRs within one year of Plan adoption~~

Policy C-6.4: The City shall continue to implement stormwater drainage improvement projects to mitigate local flooding, especially in the areas south and east of the historic core where flooding is severe, including the replacement of aged stormwater pump infrastructure as feasible.

Implementation:

- Who? The City
- How? Capital Improvements planning and funding
- When? Ongoing

Policy C-6.5: The City shall regularly inspect and manage its stormwater drainage systems, and plan for future upgrades that are commensurate with forecasted City population and that prevent infiltration of stormwater into the sanitary sewer system.

Implementation:

- Who? The City
- How? Capital Improvements oversight and planning
- When? Ongoing

Policy C-6.6: The City shall facilitate the conversion of remaining operational septic tanks to sanitary sewer connections, especially in the vicinity of Carol Lane and 135th Street, to reduce contamination of groundwater during flood events.

Implementation:

- Who? The City
- How? Capital Improvements and Public Works joint initiatives
- When? By 2030

Policy C-6.7: The City shall protect the capacity of public swales and medians to recharge stormwater into the ground by eliminating illegal parking on and/or paving of these areas, both of which activities render the soil less permeable.

Implementation:

- Who? The City
- How? City ordinance, developer agreements, public education, and code enforcement
- When? Within one year of this Plan's adoption, and ongoing

OBJECTIVE C-7:

Provide for and enforce the proper storage, recycling, collection, and disposal of hazardous wastes, as well as the remediation of brownfields sites.

Objective C-7 Monitoring Measures:

1. No incidents that impact the public health, safety, and welfare due to exposure to

hazardous wastes between ~~the 2015 and 2030~~ 2023 and 2045.

~~1~~2. Number of brownfields sites remediated and redeveloped for a new and safe use within the City by 2045.

~~*Note: No negative impacts due to hazardous waste exposure during the planning period indicates the success of this Objective and its implementing policies.*~~

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy C-7.1: The City shall coordinate with the County to implement hazardous waste management programs and regulations.

Implementation:

- Who? The City and the County
- How? Intergovernmental coordination and compliance with/enforcement of applicable regulations
- When? Ongoing

Policy C-7.2: The City shall coordinate with the County to maintain and implement an emergency response plan to handle accidents involving hazardous waste~~s~~.

Implementation:

- Who? The City and ~~the~~ Miami-Dade County
- How? Maintenance of an emergency response plan
- When? Ongoing

Policy C-7.3: The City shall promote the recycling of hazardous waste~~s~~ by providing information about approved recyclers~~,~~ and using other strategies as appropriate.

Implementation:

- Who? The City and Miami-Dade County
- How? The provision of hazardous waste disposal information and educational materials to residents and businesses in the City
- When? Ongoing

Policy C-7.4: The City's code enforcement staff shall be trained in the identification and inspection of waste~~s~~ from industrial and commercial health facilities.

Implementation:

- Who? The City
- How? Code enforcement employee training
- When? Ongoing

Policy C-7.5: ~~All~~ The City shall ensure that all industrial and commercial facilities which generate hazardous waste ~~shall~~ be identified and monitored in coordination with Miami-Dade County.

Implementation:

- Who? The City and ~~the~~ Miami-Dade County
- How? Intergovernmental coordination and periodic facility monitoring
- When? Ongoing

Policy C-7.6: The City shall promote the remediation and redevelopment of identified brownfields sites within the City for new, safe use as permitted by the Future Land Use Map and through coordination with, and assistance from, State and federal programs.

Implementation:

- Who? The City and State
- How? Intergovernmental coordination and the development review process
- When? Ongoing

OBJECTIVE C-8:
Reduce greenhouse gas emissions and conserve energy resources to mitigate the impacts of a warming atmosphere.

Objective C-8 Monitoring Measures:

1. 50 percent reduction in greenhouse gas emissions Citywide by ~~2030~~ 2035

   Note: Reduction in greenhouse gas emissions can be measured through a Greenhouse Gas inventory, while conservation of energy can be measured through comparative review of citywide energy consumption rates. The objective can be achieved through promotion of ~~will indicate progress in achieving this Objective through such techniques as~~ green building standards, reduced dependence on fossil fuel-dependent forms of transportation, increasing tree cover to capture carbon, transit-oriented new development, and selecting building materials with low embedded carbon (produced and transported in ways that generate low carbon emissions) ~~and a reduction in vehicle miles travelled~~.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy C-8.1: The City shall ~~encourage~~ require the implementation of low impact development techniques and green building standards that reduce the negative environmental impacts of, and carbon emissions from, development and redevelopment ~~by~~. Green building and development standards should be added or expanded to:

(a) ~~reducing~~ reduce building footprints to the maximum extent feasible, and ~~locating~~ locate building sites away from environmentally sensitive areas;
(b) ~~promoting~~ promote the preservation of natural resources;
(c) ~~providing~~ provide for on-site mitigation of impacts (i.e., retention and treatment of stormwater runoff, water reuse, Master Stormwater Management Systems);
(d) ~~promoting~~ promote energy conservation through passive design, landscaping, and ~~building techniques (i.e., solar power, increased tree canopies)~~ regenerative energy systems;
(e) incentivize electric vehicle charging station provision within parking areas in multi-family, commercial, industrial, and office facilities;
(f) promote water conservation through landscaping and building design;
(g) ~~ensuring~~ ensure environmentally friendly building practices (i.e., use of environmentally friendly building materials, recycled materials), and;
(h) ~~considering the development and implementation of~~ include a green building certification program, with associated regulations, incentives, and standards.

Implementation:

- Who? The City
- How? ~~The~~ Amendment of the Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/~~updated on an ongoing basis

Policy C-8.2: The City shall seek to limit greenhouse gas emissions through the implementation of strategies to reduce ~~the number of vehicle miles traveled~~ reliance on single user, fossil fuel-dependent vehicles. These strategies may include but are not limited to:

(a) ~~the promotion of~~ promoting compact mixed-use development that provides for a mixture of residential and non-residential land uses in a pedestrian-friendly environment with multi- modal transportation connectivity to other areas;
(b) promoting the use of ~~alternate transportation modes as specified herein, including~~ mass

transit, ~~bicycles, and pedestrianism, and~~ especially as related to existing and planned TriRail, MetroRail, and bus facilities and services within the City;

(c) conversion of the municipal fleet with every new purchase to alternative fuel vehicles as feasible;

(d) provision of electric vehicle charging stations within the City as a public facility and/or as an incentivized element of a development project;

(e) facilitating the use of non-fossil fuel-dependent transportation modes, such as bicycles and walking, through provision of safe and connected bicycle and pedestrian infrastructure; and

(f) requiring Transportation Demand Management Programs as a condition for development approvals.

Implementation:

- Who? The City
- How? ~~The~~ Amendment or strengthening of the Land Development Regulations, development approval process, municipal operations, and micro-mobility programs for improved transit access; measuring greenhouse gas emissions and energy consumption ~~and best management practices~~
- When? ~~Within one year of the adoption of this Plan, and m~~ Maintained/updated on an ongoing basis

Policy C-8.3: The City shall encourage residents and local businesses to take energy conservation and climate mitigation actions, and will direct residents and businesses as appropriate to outside sources of aid and technical support. The City may, for example, connect residents and local businesses to:

(a) aid or assistance for business and home weatherization;
(b) Miami-Dade County emergency resources for extreme heat events;
(c) federal tax credits for electric vehicle or solar panel purchase;
(d) employee transit or carpool programs; or
(e) local community tree planting or other Earth Day community greening events.

Implementation:

- Who? The City
- How? City educational programs and publicity, and intergovernmental coordination
- When? Ongoing

RECREATION AND OPEN SPACE ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Recreation and Open Space Element reflects ~~its strategy for providing residents with top notch~~ its intention to provide needed recreational opportunities and park and open space resources to its residents and visitors through the planning period. In ~~2030~~2045, the City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors. The ~~provision~~ availability of ample recreational opportunities and quality parks and open spaces is ~~key to ensuring~~ vital to the health, safety and welfare of residents and visitors, a great quality of life, and healthy neighborhoods.

The Recreation and Open Space Element Goal, ~~objectives~~ Objectives, ~~monitoring~~ Monitoring ~~measures~~ Measures, and ~~policies~~ Policies are based on: the data and analysis and background reports contained in ~~contained~~ in Appendix A., Background Documents and Appendix B [update appendix nos. as needed], Related Studies Links, and; the ~~intensive community outreach~~ public engagement and leadership interview ~~efforts~~ processes that went into preparing these documents and finalizing this Comprehensive Plan. They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)~~), and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative.~~

The Recreation and Open Space Element will accomplish its Goal through planning directives and activities aimed at:

- Providing residents with a well-maintained **recreation and open space system** that meets current and future needs;
- Providing for parks within a **convenient walking distance of all residential neighborhoods**;
- Improving the **facilities, programming, and equipment at existing parks**,
- Addressing illicit drug activity within parks to make them **safe for all residents**, and;
- Ensuring that **private developers** provide open space and **recreational facilities** in new developments or redevelopment projects.

RECREATION AND OPEN SPACE ELEMENT

GOAL:
ENSURE THAT ADEQUATE LEISURE TIME FACILITIES, RECREATIONAL OPPORTUNITIES, AND GREEN OPEN SPACE AREAS ARE PROVIDED TO MEET THE HEALTH, SAFETY, AND WELFARE NEEDS OF THE RESIDENTS OF AND VISITORS TO OPA-LOCKA.

OBJECTIVE ROS-1:
Provide a system of recreation, green open space, and public art to improve the quality of life and meet the health, safety and welfare needs of City residents.

Objective ROS-1 Monitoring Measures:

1. Maintenance of the adopted acreage standard through the planning period
2. Achievement of the ½ mile walking distance radius standard by ~~2030~~ 2045.~~(see Policy ROS-1.1).~~

   Note: Achievement of the adopted Level of Service standards demonstrates that the City is providing an adequate recreation and open space system that is convenient and accessible to residents.

~~Florida Chamber Foundation Pillar: Quality of Life & Quality Places~~

Policy ROS-1.1: The minimum Level of Service Standard for recreation and open space in the City shall be:

1) At least 1.8 acres of park space per every 1,000 persons;
2) At least one (1) acre of recreation and open space within a ~~five~~ ten-minute walking radius (~~1/4~~1/2 mile) of all residential and mixed use areas in the City.

Implementation:
- Who? The City
- How? ~~The inclusion of a~~ Enforcement of the Concurrency Management System in the Land Development Regulations, and park planning that is compatible with ~~capital~~ Capital ~~improvements~~ Improvements/~~public works~~ Public Works planning
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing bases~~ Ongoing

Policy ROS-1.2: The Parks and Recreation Department shall use City budgeted funds, user fees, developer impact fees, grant funds, and best management strategies to improve existing

deficiencies, preserve and maintain existing parks, and manage recreational activities and facilities.

Implementation:

- Who? The City
- How? Coordination of the Parks and Recreation Department ~~operations, and~~, Capital ~~improvements~~ Improvements, and grantwriting support personnel~~/park system planning~~
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy ROS-1.3: The City shall require the Parks and Recreation Department to submit an annual report detailing the following:

1. Up-to-date inventory of park and recreational facilities;
2. Recreational demand and adequacy of facilities to meet ~~level~~ Level of ~~service~~ Service standards;
3. Existing deficiencies and proposals for improving deficiencies.

Implementation:

- Who? The City
- How? Parks and Recreation Department monitoring and reporting
- When? Ongoing/annually

Policy ROS-1.4: All park developments estimated to cost $25,000 or more shall be scheduled in the Capital Improvements Element.

Implementation:

- Who? The City
- How? Capital ~~i~~Improvements/park system planning
- When? Ongoing/annually

Policy ROS-1.5: In order to ~~achieve~~ maintain the Level of Service standards for recreation and open space, the City shall ~~include a~~ enforce its mandatory recreation land dedication, regulation or fee in lieu thereof, proportionate to impact on recreation demand, in its Land Development Regulations as well as promote use of bonus development incentives for additional park space dedication.

Implementation:

- Who? The City
- How? ~~Required park dedication in the~~ Review, amendment and enforcement of the Land Development Regulations
- When? Within one year of the adoption of this Plan, and ~~maintained/updated~~ on an

ongoing basis

OBJECTIVE ROS-2:

Provide all current and future residents with excellent access to park and recreation sites.

Objective ROS-2 Monitoring Measures:

1. All City parks are ADA compliant and accessible by all transportation modes (with the exception of automobile accessibility for small neighborhood parks and open spaces that serve surrounding neighborhoods), including walking by 2045 ~~by 2030~~

   Note: ~~Ensuring that all parks are ADA compliant and accessible by multiple transportation modes will indicate success in achieving the objective of ensuring accessibility to all City residents.~~ It will not always be feasible or desirable to provide vehicle parking for small neighborhood open spaces.

~~Florida Chamber Foundation Pillar: Quality of Life & Quality Places~~

Policy ROS-2.1: The City shall improve access to park and recreation sites by providing parking facilities (where appropriate), bicycle racks, pedestrian facilities, public transportation, accessible curb cuts, and other improvements.

Implementation:
- Who? The City
- How? Capital ~~i~~Improvements/park system planning
- When? Ongoing~~/annually~~

Policy ROS-2.2: The City shall provide improved access for the handicapped and the elderly by constructing access ways to existing facilities and requiring access ways in new facilities.

Implementation:
- Who? The City
- How? Capital ~~i~~Improvements/park system planning
- When? Ongoing~~/annually~~

Policy ROS-2.3: New recreational sites shall be designed and constructed with access ways which are compatible with the character and quality of adjacent neighborhoods and which connect to neighborhoods via safe and accessible pedestrian infrastructure.

Implementation:
- Who? The City

- How? Capital ~~i~~Improvements/park system planning
- When? Ongoing~~/annually~~

Policy ROS-2.4: The City shall implement information programs and improve signage on roadways ~~arid~~ and park entrances to increase public awareness of available recreation opportunities.

Implementation:

- Who? The City
- How? Capital ~~i~~Improvements/park system planning
- When? Ongoing~~/annually~~

Policy ROS-2.5: The City shall complete a survey of park access issues for disabled persons to ensure that ADA requirements are met.

Implementation:

- Who? The City
- How? ~~Evaluation~~ Visual survey of recreation and open space facilities
- When? By ~~2020~~2025

OBJECTIVE ROS-3:

Provide recreation facilities within or proximate to residential and mixed use developments.

Objective ROS-3 Monitoring Measures:

1. Achievement of the ½ mile walking distance radius standard by ~~2030~~2045.

~~Florida Chamber Foundation Pillar: Quality of Life & Quality Places~~

Policy ROS-3.1: The City shall ~~include and maintain~~ promote and deploy incentives for developers to provide recreational facilities in their developments in its Land Development Regulations.

Implementation:

- Who? The City
- How? ~~Incentives in the~~ Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy ROS-3.2: The City shall require the dedication of proximate recreation and open space lands, or contribution to a fund to acquire such lands, proportionate to impact on recreation

demand as a condition for development approval.

Implementation:

- Who? The City, developers
- How? ~~Required park dedication in the~~ Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy ROS-3.3: The City shall increase the inventory and distribution of park grounds and facilities, including new pocket parks, throughout the City, prioritizing residential areas where park space is lacking and leveraging new development to dedicate new parkland and to secure environmental remediation funding where appropriate and necessary for land re-use.

Implementation:

- Who? The City, developers
- How? Capital projects, Land Development Regulations
- When? Ongoing

OBJECTIVE ROS-4:
Improve the facilities, equipment, safety, and programming within the existing system of parks and open space areas.

Objective ROS-4 Monitoring Measure:

1. ~~Implementation status of~~ Inventory of new facilities, equipment, tree canopy, buffers, plantings, pedestrian amenities, and programming provided as a result of implementing policies ROS-4.1 to ~~–~~ 4.~~5~~12

~~Florida Chamber Foundation Pillar: Quality of Life & Quality Places~~

Policy ROS-4.1: The City shall complete planned improvements to existing park grounds and facilities, fulfilling its capital improvements commitments to parks and seeking outside funding as needed to assure that all parks will be open for use as soon as possible

Implementation:

- Who? The City
- How? Capital projects
- When? By 2025

Policy ROS-4.2: The City shall add equipment at existing park facilities as soon as feasible in accordance with identified community needs and interests, such as exercise equipment, updated

playgrounds, sport courts and fields, shade canopies, and facilities for dog park use and picnicking

Implementation:

- Who? The City
- How? Capital projects and park planning
- When? Ongoing

Policy ROS-4.3: The City shall strive to renovate and restore Ingram Park to be a beautiful, unique lakefront open space resource for the City as a whole, including when feasible to demolish the existing building on site to make room for future facility investments.

Implementation:

- Who? The City
- How? Capital projects
- When? Ongoing

Policy ROS-4.4: The City shall add programming that serves all age groups at existing park facilities, in accordance with community needs and interests, and that is supported by one or more non-profit partners capable of providing enriching programs, fostering physical activity for all age groups, and fulfilling youth sports team needs.

Implementation:

- Who? The City and selected non-profit organization(s)
- How? Coordination through Open Space & Recreation Department
- When? Ongoing

Policy ROS-4.5: The City shall address any illicit drug activity within parks to make them safe for all residents. Multiple strategies should be employed, including expanded police surveillance, coordinated neighborhood watch activities, park programming to increase recreational activity in the parks, and utilization of the City's Report A Crime form.

Implementation:

- Who? The City
- How? Coordination between the Police and Open Space & Recreation Departments
- When? Ongoing

Policy ROS-4.6: The City shall develop a Downtown landscape plan that complements the Downtown Master Plan and includes such elements as shade trees, landscape buffers between pedestrian areas and roadways, and planters and planting beds at key focal points and destinations.

Implementation:

- Who? The City
- How? Coordination between the Open Space & Recreation Department and the Community Redevelopment Agency
- When? By 2025

Policy ROS-4.7: The City shall protect and maintain new trees and landscaping through the practice of consistent landscape maintenance regimens, repair and maintenance of sprinkler systems as needed, and enforcement of no parking rules for swales and medians.

Implementation:

- Who? The City
- How? Coordination between, and staff training for, the Open Space & Recreation and the Public Works Departments
- When? Ongoing

Policy ROS-4.~~1~~8: The City shall coordinate efforts with Miami-Dade County to provide visual/landscaping improvements along selected streets, lakes, and canals.

Implementation:

- Who? The City and County
- How? Intergovernmental coordination and capital projects
- When? Ongoing

Policy ROS-4.~~2~~9: The City shall coordinate efforts with the Florida Department of Transportation for the beautification of State Road 9 and Opa-~~L~~locka Boulevard.

Implementation:

- Who? The City and the Florida Department of Transportation
- How? Intergovernmental coordination and capital projects
- When? Ongoing

Policy ROS-4.~~3~~10: Improve the existing landscaping along Sharazad Boulevard through a continuous maintenance program and additional plantings as needed.

Implementation:

- Who? The City
- How? Capital projects and landscaping maintenance
- When? Ongoing

Policy ROS-4.~~–4~~11: Coordinate with county and state agencies in maintaining ~~the present condition of~~ and enhancing landscaping along Douglas Road, LeJeune Road, NW 17th, NW 22nd,

NW 27th, and NW 32nd Avenues.

Implementation:

- Who? The City, County and Florida Department of Transportation
- How? Intergovernmental coordination and capital projects
- When? Ongoing

Policy ROS-4.5~~1~~12: The City shall cooperate with other municipalities in providing for proper physical and social linkages ~~by: providing for streets,~~ between their respective parks~~,~~ and recreational facilities; removing psychological or physical barriers; creating programs which encourage ~~citizen~~ resident interactions and social cohesion ~~activities~~; ~~coordination~~ coordinating capital budgets, and; ~~shared~~ sharing use of parks~~,~~ ~~and~~ recreational programs~~,~~ and facilities.

Implementation:

- Who? The City and adjacent municipalities
- How? Intergovernmental coordination and capital projects
- When? Ongoing

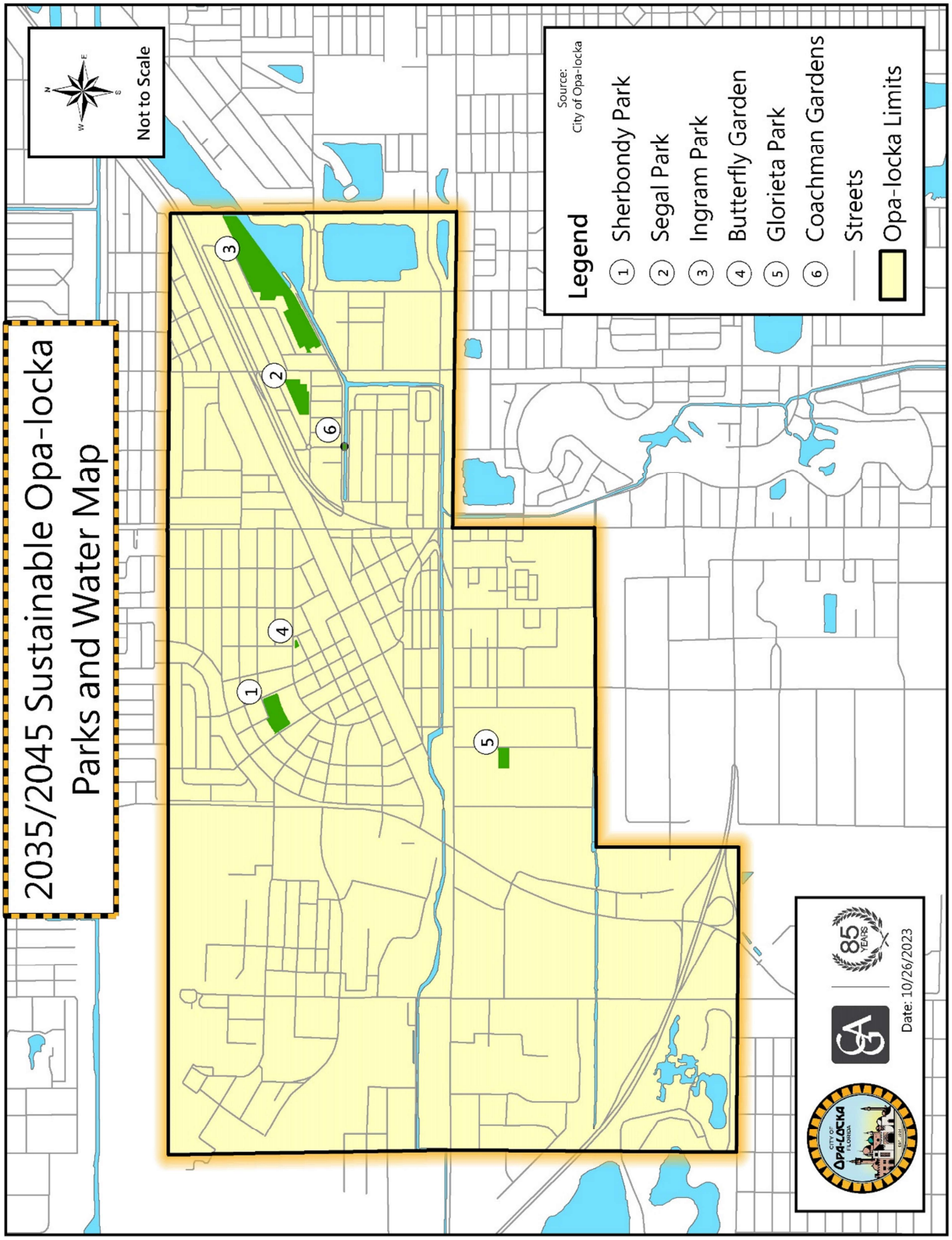

2035/2045 Sustainable Opa-locka
Parks and Water Map
Not to Scale
Source: City of Opa-locka
Legend
1 Sherbondy Park
2 Segal Park
3 Ingram Park
4 Butterfly Garden
5 Glorieta Park
6 Coachman Gardens
Streets
Opa-locka Limits
Date: 10/26/2023

Figure ROS-1

PUBLIC SCHOOLS AND EDUCATION ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Public Schools and Education Element reflects its strategy for providing residents with top notch educational opportunities and facilities through the planning period. ~~**In 2030, t**~~**The City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors.** Ensuring access to educational facilities and programs such as public schools (K-12), adult education and workforce training is key to providing ample economic opportunities to residents, and to the achievement of economic development goals.

~~The Public Schools and Education Element goals, objectives, monitoring measures, and policies are based on: the data and analysis and background reports contained in contained in Appendix A., Background Documents and Appendix B, Related Studies Links, and; the intensive community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)), and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative.~~

The Public Schools and Education Element will accomplish its goals through planning directives and activities aimed at:

- Reducing **overcrowding**;
- Ensuring the **availability of schools** to **serve new residential development**;
- Proving **adequate sites** for the **development and expansion of schools**;
- Improving **school safety**;
- Developing programs to unite **schools and the communities they serve**;
- Enhancing the **effectiveness of the learning environment**, and;
- Proving **continuing education** and **workforce training opportunities** to residents and businesses.

PUBLIC SCHOOLS AND EDUCATION ELEMENT

PUBLIC SCHOOL GOAL:
COORDINATE WITH MIAMI-DADE COUNTY TO DEVELOP, OPERATE, AND MAINTAIN A SYSTEM OF QUALITY PUBLIC EDUCATIONAL FACILITIES AND OPPORTUNITIES.

OBJECTIVE PS-1:
Coordinate with Miami-Dade Public Schools and other jurisdictions to reduce overcrowding while striving to attain an optimum level of service.

Objective PS-1 Monitoring Measure:

1. Achievement of the Level of Service Standard.

   Note: Achievement of the adopted Level of Service standards demonstrates success in reducing overcrowding and providing adequate access to student stations for the school age (K-1) population.

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy PS-1.1: The City shall cooperate with Miami-Dade County Public Schools in their efforts to continue to provide new student stations through the Capital Outlay program, in so far as funding is available.

Implementation:
- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-1.2: The City shall coordinate the collection of impact fees from new development for transfer to the Miami-Dade County Public Schools to offset the impacts of these additional students on the capital facilities of the school system.

Implementation:
- Who? The City
- How? Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy PS-1.3: The City shall cooperate with Miami-Dade County Public Schools in their efforts to develop and implement alternative educational facilities such as primary learning centers which can be constructed on small parcels of land and relieve overcrowding at elementary schools, in so far as funding and rules permit.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-1.4: The City shall cooperate with Miami-Dade County Public Schools in their efforts to provide public school facilities to the students of Miami-Dade County which operate at optimum capacity, in so far as funding available. Operational alternatives may be developed and implemented, where appropriate, which mitigate the impacts of overcrowding while maintaining the instructional integrity of the educational program.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-1.5: The City shall cooperate with the Miami-Dade County Public Schools in their efforts to maintain and/or improve the established level of service (LOS), for Public Educational Facilities, as established for the purposes of school concurrency.

Implementation:

- Who? The City
- How? Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy PS-1.6: Miami-Dade County Public Schools comments shall be sought and considered on comprehensive plan amendments and other land use and zoning decisions which could impact the school district in order to be consistent with the terms of the adopted Interlocal Agreement for Public School Facility Planning pursuant to Sections 1013.33 and 163.3177, Florida Statues.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination

- When? Ongoing

Policy PS-1.7: Capital improvement programming by Miami-Dade Public Schools should be based on future enrollment projections and demographic shifts and targeted to enhance the effectiveness of the learning environment. The future enrollment projections should utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Florida Statutes, where applicable, as modified by Miami-Dade County Public Schools based on development data and agreement with the local governments, the State Office of Educational Facilities, and the State SMART Schools Clearinghouse. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request, the School Board will coordinate with the Cities and County regarding development trends and future populations projections.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-1.8: The City of Opa-Locka shall, through the Staff Working Group of the Interlocal Agreement for Public School Facility Planning, meet the City's obligations pursuant to the Interlocal Agreement and coordinate with Miami-Dade County Public Schools and applicable cities to review annually the Educational Element and school enrollment projections.

Implementation:

- Who? The City, other municipalities, and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

OBJECTIVE PS-2:

Coordinate new residential development with the future availability of public school facilities consistent with the adopted level of service standards for public school concurrency to ensure the inclusion of those projects necessary to address existing deficiencies in the 5-year schedule of capital improvements, and meet future needs based upon achieving and maintaining the adopted level of service standards throughout the planning period.

Objective PS-2 Monitoring Measure:

1. Achievement of the Level of Service Standard.

   Note: Achievement of the adopted Level of Service standards demonstrates success in reducing overcrowding and providing adequate access to student stations for the school age (K-1) population.

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy PS-2.1: Concurrency Service Areas (CSA) shall be delineated to: 1) maximize capacity utilization of the facility, 2) limit maximum travel times and reduce transportation costs, 3) acknowledge the effect of court-approved desegregation plans, 4) achieve socio-economic, racial, cultural and diversity objectives, and 5) achieve other relevant objectives as determined by the School Board's policy on maximization of capacity. Periodic adjustments to the boundary or area of a CSA may be made by the School Board to achieve the above stated factors. Other potential amendments to the CSAs shall be considered annually at the Staff Working Group meeting to take place each year no later than April 30 or October 31, consistent with Section 9 of the Interlocal Agreement for Public School Facility Planning.

Implementation:

- Who? The City, other municipalities, and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-2.2: The City and Miami-Dade County Public Schools, through the implementation of the concurrency management system and Miami-Dade County Public School Facilities Work Program for educational facilities, shall ensure that existing deficiencies are addressed and the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards throughout the planning period in the 5-year schedule of capital improvements.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Concurrency Management System in the Land Development Regulations
- When? Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis

Policy PS-2.3: The Miami-Dade County Public Schools Facilities Work Program shall be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

Implementation:

- Who? The City, other municipalities, and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-2.4: The adopted level of service (LOS) standard for public school facilities is 100% utilization of Florida Inventory of School Houses (FISH) capacity (with relocatable classrooms). This LOS standard, except for magnet schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by ~~the~~ Miami-Dade County Public Schools. The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms), which shall be calculated on a district wide basis.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy PS-2.5: It is the goal of Miami-Dade County Public Schools, Miami-Dade County, and the City ~~of Opa-Locka~~ for all public school facilities to achieve 100% utilization of Permanent FISH (~~n~~No relocatable classrooms) ~~by January 1, 2018. To help achieve the desired 100% utilization of Permanent FISH by 2018, Miami-Dade County Public Schools should continue to decrease the number of relocate able classrooms over time~~. Public school facilities that achieve 100% utilization of Permanent FISH capacity should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution.

Implementation:

- Who? The City, County and Miami-Dade County Public Schools
- How? Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy PS-2.6: In the event the adopted LOS standard of a CSA cannot be met as a result of a proposed development's impact, the development may proceed provided at least one of the following conditions is met:

1) The development's impact can be shifted to one or more contiguous CSAs that have available capacity, subject to such provisions in the Interlocal Agreement for Public School Facility Planning with Miami-Dade County Public Schools that may limit the shifting of

impacts to those facilities, located, either in whole or in part, within the same Geographic Areas (Northwest, Northeast, Southwest, or Southeast – Figures PS 1-4) as the proposed development; or

2) The development's impact is mitigated, proportionate to the demand for public schools it created, through a combination of one or more appropriate proportionate share mitigation options as defined in Section 163.3180(13)(e)1, and subject to such provisions in the Interlocal Agreement for Public School Facility Planning with Miami-Dade County Public Schools as may further define the available proportionate share mitigation options. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities, guaranteed by a legal binding agreement, through mechanisms such as: contribution of land; the construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or, the creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits. The proportionate share mitigation agreement~~,~~ is subject to approval by Miami-Dade County School Board and the City of Opa-locka and must be identified in the most recent Miami-Dade County Public Schools Facilities Work Program.

3) The development's impacts are phased to occur when sufficient capacity will be available.
If none of the above conditions is met, the development shall not be approved.

It is provided, however, that nothing in this element or in the Interlocal Agreement for Public School Facility Planning shall be construed or applied to effect a permanent or temporary taking of private property in violation of the United States Constitution or the Florida Constitution, to result in the unlawful abrogation of vested rights or other violation of law, to require the payment of compensation for impacts on private property, or to modify or eliminate any remedy available to prevent or rectify a taking, abrogation of vested rights, or violation of law.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

OBJECTIVE PS-3:

Coordinate with Miami-Dade County Public Schools to obtain suitable sites for the development

and expansion of public educational facilities.

Objective PS-3 Monitoring Measure:

1. Demonstrated coordination with Miami-Dade Public Schools on the location and/or expansion of school facilities in the City, if any.

   Note: Achievement of this Objective will depend on whether Miami-Dade County Public Schools determines that it is necessary and feasible to select/acquire sites within the City boundaries for expansion or new facility construction. In the event that it does, the City will provide assistance in accordance with the implementing policies.

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy PS-3.1: In the selection of sites for future educational facility development, the City ~~of Opa-Locka~~ shall encourage Miami-Dade County Public Schools to consider whether a school is in close proximity to residential areas and is in a location that would provide a logical focal point for community activities.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-3.2: Miami-Dade County Public Schools should seek sites which are adjacent to existing or planned public recreation areas, community centers, libraries, or other compatible civic uses for the purpose of encouraging joint use facilities or the creation of logical focal points for community activity.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-3.3: The City ~~of Opa-Locka~~ acknowledges and concurs that, when selecting a site, Miami-Dade County Public Schools will consider if the site meets the minimum size criteria as recommended by the State Department of Education or as determined to be necessary for an effective educational environment.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-3.4: When considering a site for possible use as an educational facility, Miami-Dade County Public Schools should review the adequacy and proximity of other public facilities and services necessary to the site such as roadway access, transportation, fire flow and potable water, sanitary sewer, drainage, solid waste, police and fire services, and means by which to assure safe access to schools, including sidewalks, bicycle paths, turn lanes, and signalization.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-3.5: When considering a site for possible use as an educational facility Miami Dade County Public Schools should consider whether the present and projected surrounding land uses are compatible with the operation of an educational facility.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-3.6: The City ~~of Opa-Locka~~ shall encourage and cooperate with the Miami-Dade County Public Schools in their effort for public school sitting reviews to help accomplish the objectives and policies of this element and other elements of the ~~City of Opa-Locka~~ Opa-locka at 100: Planning for a Resilient Future Comprehensive Development Master Plan Update. The City ~~of Opa-Locka~~ shall cooperate with the Public Schools to establish provisions for a scoping or pre-application meeting as part of the educational facilities review process, if determined to be warranted.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-3.7: The City ~~of Opa-Locka~~ shall continue to cooperate with Miami-Dade County Public

Schools in utilizing Miami-Dade County Public Schools as emergency shelters during county emergencies.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

OBJECTIVE PS-4:
Improve security and safety for students and staff.
Objective PS-4 Monitoring Measure:

1. A 50% reduction in crimes and other safety incidents reported at schools located in or serving the City by ~~2030~~2030.

   Note: Although Miami-Dade Public Schools has its own police force that is charged with ensuring school security, a 50% reduction in reported incidents will indicate the success of its efforts, and the effectiveness of the City's on- and off-site support of these efforts.

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy PS-4.1: The City shall continue to cooperate with Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the incidence of violence, weapons, and vandalism on school campuses. The City shall encourage the design of facilities which ~~do not encourage~~ discourages criminal behavior and provides clear sight lines from the street.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-4.2: The City shall continue to cooperate with Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the number of incidents related to hazardous conditions as reported by the Environmental Protection Agency (EPA), the fire marshal, the State Department of Education (DOE), Florida Department of Environmental Protection (DEP), and other appropriate sources.

Implementation:

- Who? The City and Miami-Dade Public Schools

- How? Intergovernmental coordination
- When? Ongoing

Policy PS-4.3: The City shall continue to cooperate with Miami-Dade County Public Schools to provide for the availability of alternative programs for at-risk students at appropriate public educational facilities.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-4.4: The City shall coordinate with Miami-Dade County Public Schools and municipalities to provide for pedestrian~~, and bicyclist~~ bicycle, and traffic safety in the area of schools (Safe Routes to School), and signalization for educational facilities.

Implementation:

- Who? The City, other municipalities, and Miami-Dade Public Schools
- How? Capital improvements and intergovernmental coordination
- When? Ongoing

Policy PS-4.5: The City shall coordinate with the Miami-Dade County Public Schools~~'~~ Division of School Police and other law enforcement agencies, where appropriate, to improve and provide for a secure learning environment in the public schools and their vicinity.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

OBJECTIVE PS-5:
Develop programs and opportunities to bring the schools and community closer together.

Objective PS-5 Monitoring Measure:

1. All public schools serving the City are "full service schools" by 2030, and offer community education services and programs.

   Note: Demonstrating that the public schools serving the City are "full service schools" by

2030 *will indicate progress in achieving this Objective.*

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy PS-5.1: The City shall cooperate with Miami-Dade County Public Schools in their efforts to provide "full service" schools, parent resource centers, adult and community schools and programs as appropriate.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-5.2: The City shall cooperate with the Miami-Dade County Public Schools in their efforts to continue to provide opportunities for community and business leaders to serve on committees and task forces, which relate to the development of improved provision of public educational facilities and programs.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy 5.3: The City shall cooperate with Miami-Dade County Public Schools to continue to work with the development industry to encourage partnerships in the provision of sites and educational facilities including early childhood centers.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-5.4: Cooperate with the Miami-Dade County Public Schools through agreement with appropriate agencies to increase medical, psychological, and social services for children and their families as appropriate.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination

- When? Ongoing

OBJECTIVE PS-6:
Enhance the effectiveness of the learning environment.

Objective PS-6 Monitoring Measure:

1. Demonstrated compliance with policies PS-6.1 – PS-6.3 in the expansion of existing or construction of new school facilities in or serving the City

   Note: Demonstrated compliance with the policies is the only feasible monitoring measure for this Objective.

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy PS-6.1: Miami-Dade County Public Schools is encouraged to continue the design and construction of educational facilities which create the perception of feeling welcome, secure, and positive about the students' school environment and experiences.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-6.2: Miami-Dade County Public Schools is encouraged to continue to design and construct facilities which better provide student access to technology designed to improve learning, such as updated media centers and science laboratories.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-6.3: Miami-Dade County Public Schools is encouraged to continue to improve existing educational facilities, in so far as funding is available, through renovation and expansion to better accommodate increasing enrollment, new educational programs and other activities, both curricular and extra-curricular.

Implementation:

- Who? The City and Miami-Dade Public Schools

- How? Intergovernmental coordination
- When? Ongoing

OBJECTIVE PS-7:
Implement mechanisms for on-going coordination and communication to ensure the adequate provision of public educational facilities.

Objective PS-7 Monitoring Measure:

1. Demonstrated coordination with Miami-Dade Public Schools on the location and/or expansion of school facilities in the City, if any.

   Note: Achievement of this Objective will depend on whether Miami-Dade County Public Schools determines that it is necessary and feasible to select/acquire sites within the City boundaries for expansion or new facility construction. In the event that it does, demonstrated coordination with the City will be used to measure progress in achieving this Objective.

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy PS-7.1: The City ~~of Opa-Locka~~ shall coordinate and cooperate with the Miami-Dade County Public Schools, the State, municipalities, and other appropriate agencies to develop or modify rules and regulations in order to simplify and expedite proposed new educational facility developments and renovations.

Implementation:
- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-7.2: The location of future educational facilities shall occur where capacity of other public facilities and services is available to accommodate the infrastructure needs of the educational facility.

Implementation:
- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-7.3: Miami-Dade County Public Schools should coordinate school capital improvement plans with the planned capital improvement projects of other County and municipal agencies.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-7.4: The City ~~of Opa-Locka~~ shall cooperate with the Miami-Dade County Public Schools in their efforts to ensure that they are not obligated to pay for off-site infrastructure in excess of their fair share of the costs.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-7.5: Miami-Dade Public Schools shall periodically review the Educational Facilities Impact Fee Ordinance to strive to ensure that the full eligible capital costs associated with the development of public school capacity (new schools and expansion of existing ones) are identified when updating the impact fee structure. Pursuant to the terms of the state mandated Interlocal, the County and School Board shall annually review the Ordinance, its formula, the Educational Facilities Impact Fee methodology and technical report, in order to make recommendations for revisions to the Board of County Commissioners.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

Policy PS-7.6: Miami-Dade County and the Miami-Dade County Public Schools will annually review the Educational Element and the County will make amendments, if necessary.

Implementation:

- Who? The City<u>, Miami-Dade</u> and Miami-Dade Public Schools
- How? Intergovernmental coordination and Comprehensive Plan amendments, when necessary
- When? ~~Annually~~ <u>Ongoing</u>

Policy PS-7.7: The City ~~of Opa-Locka~~ shall seek to coordinate with the Miami-Dade County Public Schools in formalizing criteria for appropriate sharing of responsibility for required off-site facility improvements attributable to construction of new public schools or expansion of existing ones. The criteria should be prepared prior to the next full review of the School Impact Fee Ordinance.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination
- When? Ongoing

EDUCATION GOAL:
PROVIDE CONTINUING EDUCATION OPPORTUNITIES TO CITY RESIDENTS AND BUSINESSES TO BETTER PREPARE THE LOCAL WORKFORCE.

OBJECTIVE E-1:
Enhance relationships with local colleges and universities, Miami-Dade County Public Schools, and community-based organizations to improve post-high school matriculation rates.

Objective ~~PS-8~~ E-1 Monitoring Measure:

1. At least a fifteen percent (15%) increase in resident education levels by 2030.

   Note: A demonstrable (at least 15%) increase in the education level of City residents will indicate success in the achievement of this Objective, and in the implementation of economic development goals.

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy E-1.1: ~~Opa-Locka~~ The City and its partners shall conduct a survey to determine the factors affecting post-high school matriculation.

Implementation:

- Who? The City and its partners
- How? Conducting a survey
- When? By ~~2020~~2025

Policy E-1.2: ~~Opa-Locka~~ The City and its partners shall develop an improvement plan based on survey findings regarding matriculation.

Implementation:

- Who? The City and its partners
- How? Evaluation and analysis of survey findings
- When? By ~~2025~~2030

Policy E-1.3: ~~Opa-Locka~~ The City shall develop and implement programs with Miami-Dade Schools and other members of the Academic Leaders' Council to increase the number of residents graduating from higher education institutions.

Implementation:

- Who? The City and its partners
- How? Coordination with Miami-Dade County Public Schools and other education partners
- When? By ~~2025~~2030

OBJECTIVE E-2:
Formalize partnerships to ensure access to adult education, vocational and workforce training and services, and higher education institutions.

Objective E-2 Monitoring Measure:

1. Implementation status ~~of Policy E-2.1~~ resiliency literature and training for K-12, adults, and workforce residents.

   Note: A demonstrable increase in the K-12 resilience literacy curriculum and the number of training programs for adults and workforce housing residents will indicate success in the achievement of this Objective.

~~Florida Chamber Foundation Pillar: Talent Supply & Education~~

Policy E-2.1: The City will continue to foster partnerships with local universities to utilize their expertise on innovative resilience projects that could benefit from academic research.

Implementation:

- Who? The City and local universities
- How? Coordination with local universities
- When? Ongoing

Policy E-2.2: ~~Opa-Locka~~ The City shall coordinate with South Florida Workforce, Minority

Business Development Agency, Small Business Development Center, and Opa-locka Community Development Corporation Ten North Group to develop and implement programs that further the Local Education Compact, provide adult education and workforce training for Opa-locka residents, and place residents in available targeted industries occupations as identified in The Beacon Council's One Community One Voice Plan.

Implementation:

- Who? The City and its partners
- How? Coordination with Miami-Dade County Public Schools and other education partners
- When? Ongoing

Policy E-2.3: Promote environmental education and understanding of resilience principles.

Implementation:

- Who? The City and Miami-Dade County Public Schools
- How? Coordination with Miami-Dade County Public Schools and other education partners
- When? Ongoing

Policy E-2.4: The City will continue engagement with Miami-Dade County Public Schools to create a K-12 resilience literacy curriculum focused on local climate change impacts and innovative solutions for regional and personal resilience.

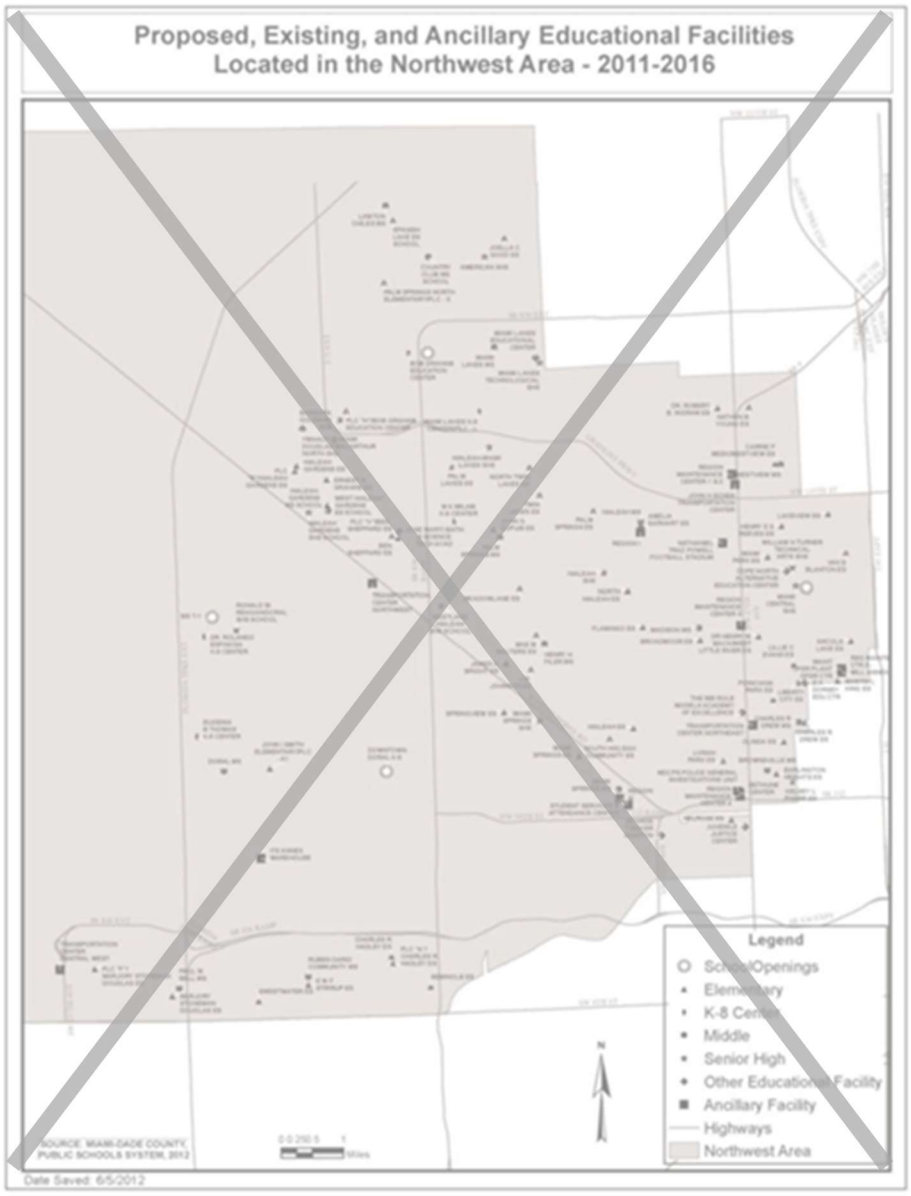
Implementation:

- Who? The City and its Miami-Dade County Public Schools
- How? Coordination with Miami-Dade County Public Schools and other education partners
- When? Ongoing

Policy E-2.5: The City will continue to work with existing advocacy organizations and non-profits to improve citywide climate literacy and awareness.

Implementation:

- Who? The City and its partners
- How? Coordination with existing advocacy organizations and other partners
- When? Ongoing


Proposed, Existing, and Ancillary Educational Facilities
Located in the Northwest Area - 2011-2016
Legend
Middle
Senior High
Ancillary Facility
Highways
Northwest Area
SOURCE: MIAMI-DADE COUNTY PUBLIC SCHOOLS SYSTEM, 2012
Date Saved: 6/5/2012

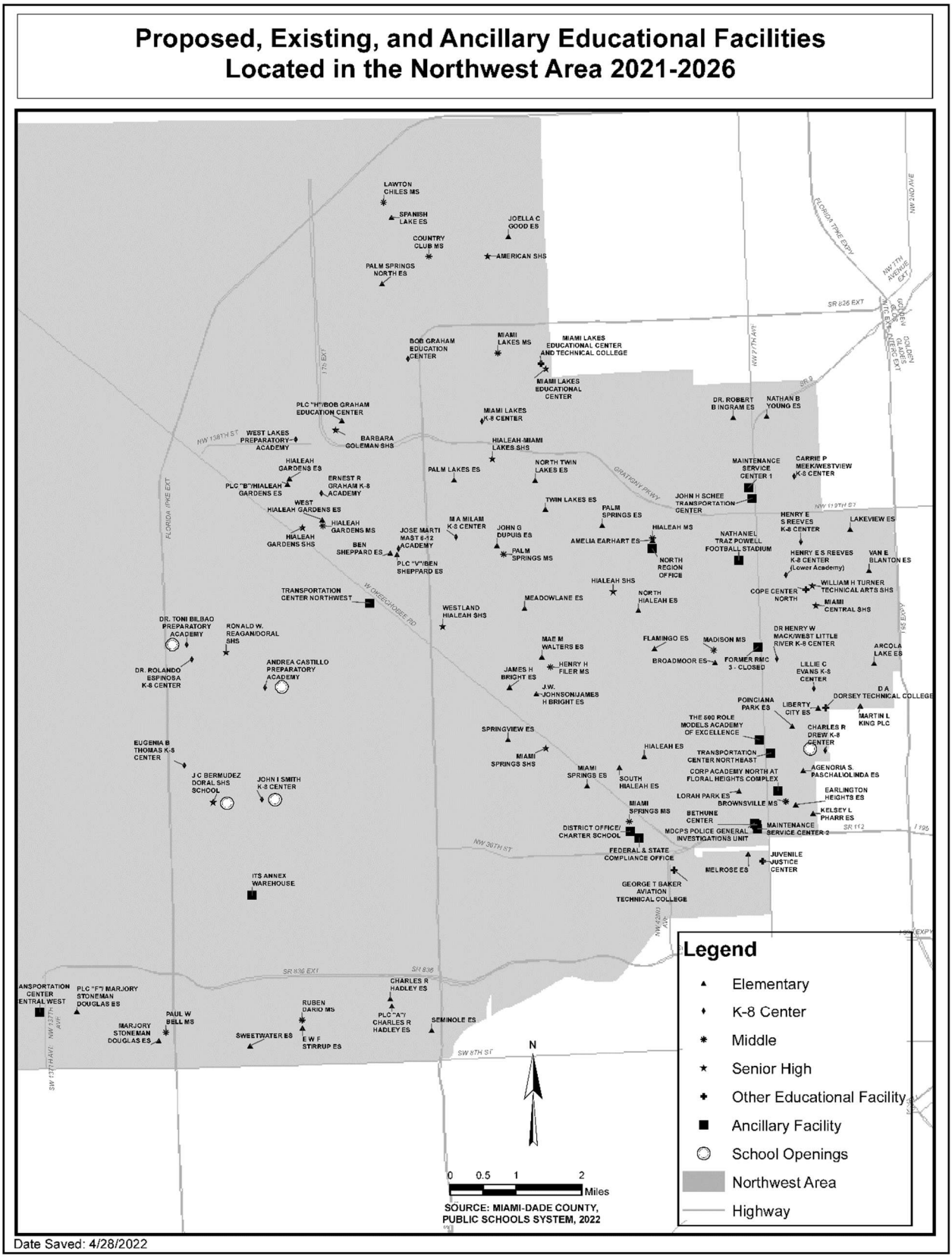

Proposed, Existing, and Ancillary Educational Facilities
Located in the Northwest Area 2021-2026
LAWTON CHILES MS
SPANISH LAKE ES
COUNTRY CLUB MS
PALM SPRINGS NORTH ES
JOELLA C GOOD ES
AMERICAN SHS
BOB GRAHAM EDUCATION CENTER
MIAMI LAKES MS
MIAMI LAKES EDUCATIONAL CENTER AND TECHNICAL COLLEGE
MIAMI LAKES EDUCATIONAL CENTER
PLC "H"/BOB GRAHAM EDUCATION CENTER
MIAMI LAKES K-8 CENTER
DR. ROBERT B INGRAM ES
NATHAN B YOUNG ES
WEST LAKES PREPARATORY ACADEMY
BARBARA GOLEMAN SHS
HIALEAH-MIAMI LAKES SHS
HIALEAH GARDENS ES
PLC "B"/HIALEAH GARDENS ES
ERNEST R GRAHAM K-8 ACADEMY
WEST HIALEAH GARDENS ES
HIALEAH GARDENS MS
HIALEAH GARDENS SHS
PALM LAKES ES
NORTH TWIN LAKES ES
TWIN LAKES ES
PALM SPRINGS ES
MAINTENANCE SERVICE CENTER 1
CARRIE P MEEK/WESTVIEW K-8 CENTER
JOHN H SCHEE TRANSPORTATION CENTER
M A MILAM K-8 CENTER
JOSE MARTI MAST 6-12 ACADEMY
BEN SHEPPARD ES
PLC "V"/BEN SHEPPARD ES
JOHN G DUPUIS ES
PALM SPRINGS MS
AMELIA EARHART ES
HIALEAH MS
NATHANIEL TRAZ POWELL FOOTBALL STADIUM
NORTH REGION OFFICE
HENRY E S REEVES K-8 CENTER
LAKEVIEW ES
HENRY E S REEVES K-8 CENTER (Lower Academy)
VAN E BLANTON ES
TRANSPORTATION CENTER NORTHWEST
HIALEAH SHS
NORTH HIALEAH ES
COPE CENTER NORTH
WILLIAM H TURNER TECHNICAL ARTS SHS
MIAMI CENTRAL SHS
WESTLAND HIALEAH SHS
MEADOWLANE ES
DR. TONI BILBAO PREPARATORY ACADEMY
RONALD W. REAGAN/DORAL SHS
DR. ROLANDO ESPINOSA K-8 CENTER
ANDREA CASTILLO PREPARATORY ACADEMY
MAE M WALTERS ES
HENRY H FILER MS
JAMES H BRIGHT ES
J.W. JOHNSON/JAMES H BRIGHT ES
FLAMINGO ES
MADISON MS
BROADMOOR ES
FORMER RMC 3 - CLOSED
DR HENRY W MACK/WEST LITTLE RIVER K-8 CENTER
LILLIE C EVANS K-8 CENTER
ARCOLA LAKE ES
D A DORSEY TECHNICAL COLLEGE
POINCIANA PARK ES
LIBERTY CITY ES
MARTIN L KING PLC
THE 500 ROLE MODELS ACADEMY OF EXCELLENCE
CHARLES R DREW K-8 CENTER
SPRINGVIEW ES
MIAMI SPRINGS SHS
HIALEAH ES
TRANSPORTATION CENTER NORTHEAST
AGENORIA S. PASCHALIOLINDA ES
EUGENIA B THOMAS K-8 CENTER
J C BERMUDEZ DORAL SHS SCHOOL
JOHN I SMITH K-8 CENTER
MIAMI SPRINGS ES
SOUTH HIALEAH ES
CORP ACADEMY NORTH AT FLORAL HEIGHTS COMPLEX
LORAH PARK ES
BROWNSVILLE MS
EARLINGTON HEIGHTS ES
KELSEY L PHARR ES
MIAMI SPRINGS MS
BETHUNE CENTER
DISTRICT OFFICE/ CHARTER SCHOOL
MDCPS POLICE GENERAL INVESTIGATIONS UNIT
MAINTENANCE SERVICE CENTER 2
FEDERAL & STATE COMPLIANCE OFFICE
JUVENILE JUSTICE CENTER
MELROSE ES
ITS ANNEX WAREHOUSE
GEORGE T BAKER AVIATION TECHNICAL COLLEGE
ANSPORTATION CENTER ENTRAL WEST
PLC "F"/ MARJORY STONEMAN DOUGLAS ES
PAUL W BELL MS
MARJORY STONEMAN DOUGLAS ES
RUBEN DARIO MS
SWEETWATER ES
E W F STIRRUP ES
CHARLES R HADLEY ES
PLC "A"/ CHARLES R HADLEY ES
SEMINOLE ES
Legend
Elementary
K-8 Center
Middle
Senior High
Other Educational Facility
Ancillary Facility
School Openings
Northwest Area
Highway
N
0 0.5 1 2
Miles
SOURCE: MIAMI-DADE COUNTY, PUBLIC SCHOOLS SYSTEM, 2022
Date Saved: 4/28/2022

Figure PS-1

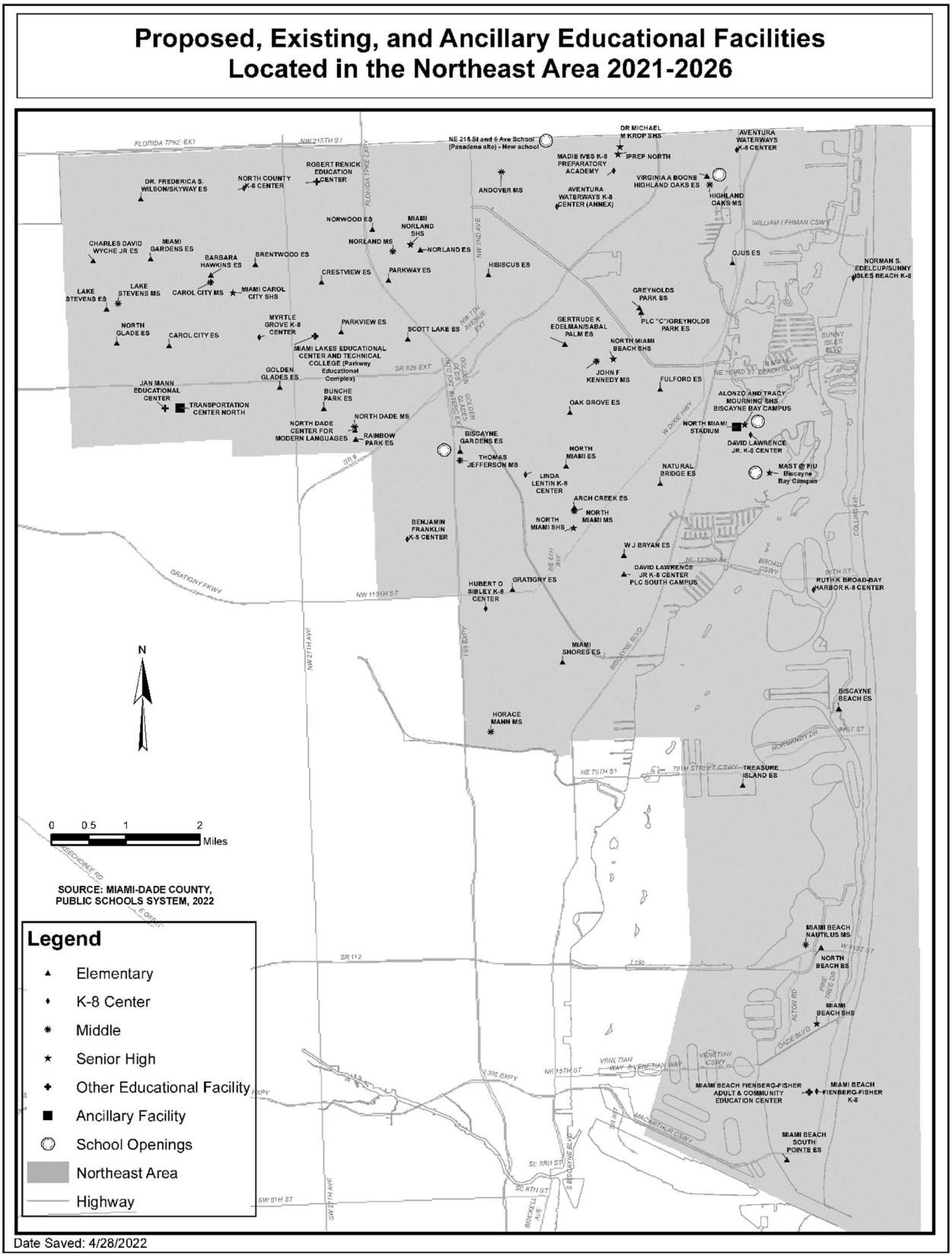

Proposed, Existing, and Ancillary Educational Facilities
Located in the Northeast Area 2021-2026
N
0 0.5 1 2
Miles
SOURCE: MIAMI-DADE COUNTY, PUBLIC SCHOOLS SYSTEM, 2022
Legend
Elementary
K-8 Center
Middle
Senior High
Other Educational Facility
Ancillary Facility
School Openings
Northeast Area
Highway
Date Saved: 4/28/2022

Figure PS-2

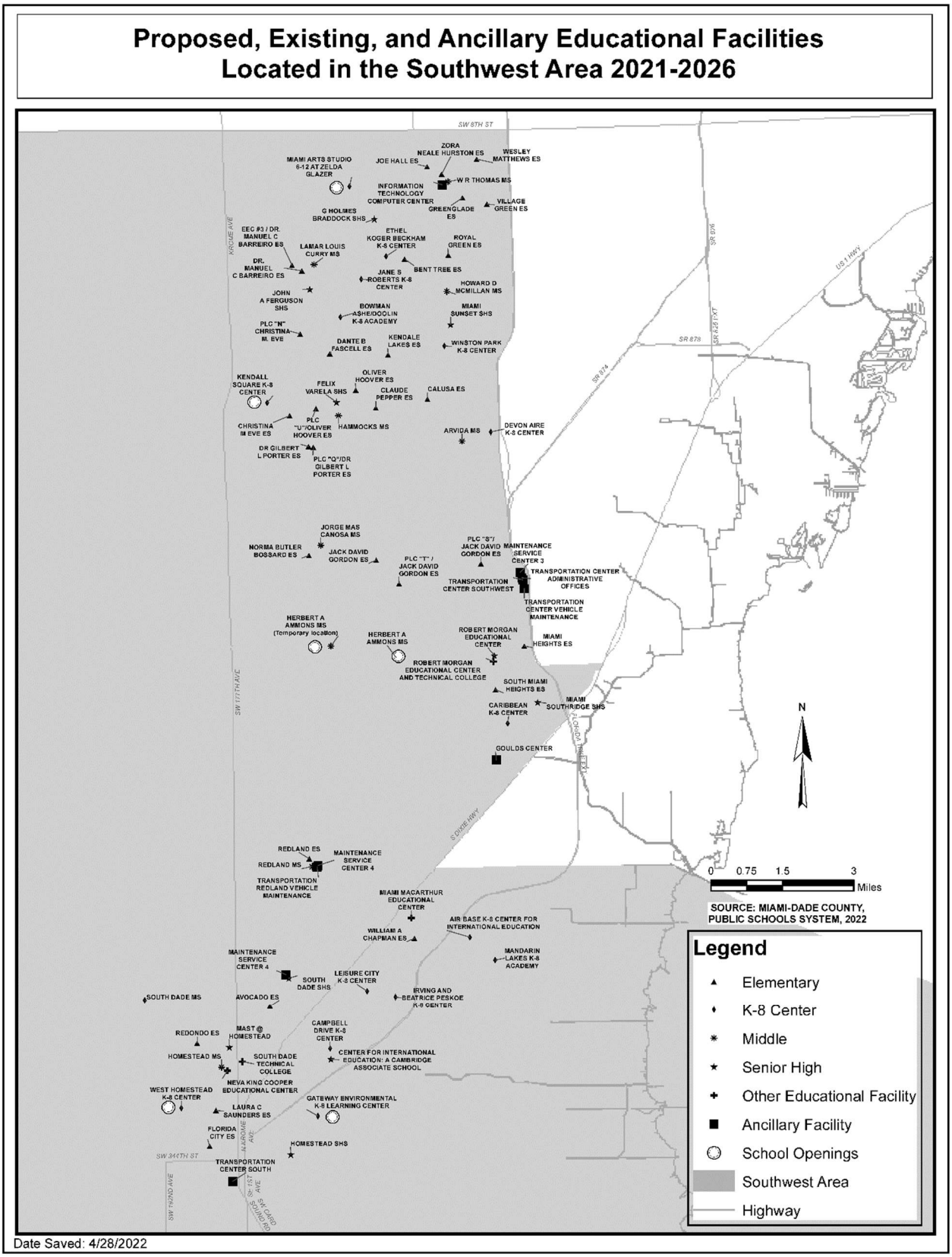

Proposed, Existing, and Ancillary Educational Facilities
Located in the Southwest Area 2021-2026
SW 8TH ST
ZORA NEALE HURSTON ES
WESLEY MATTHEWS ES
MIAMI ARTS STUDIO 6-12 AT ZELDA GLAZER
JOE HALL ES
W R THOMAS MS
INFORMATION TECHNOLOGY COMPUTER CENTER
GREENGLADE ES
VILLAGE GREEN ES
G HOLMES BRADDOCK SHS
EEC #3 / DR. MANUEL C BARREIRO ES
LAMAR LOUIS CURRY MS
ETHEL KOGER BECKHAM K-8 CENTER
ROYAL GREEN ES
DR. MANUEL C BARREIRO ES
BENT TREE ES
JANE S ROBERTS K-8 CENTER
HOWARD D MCMILLAN MS
JOHN A FERGUSON SHS
BOWMAN ASHE/DOOLIN K-8 ACADEMY
MIAMI SUNSET SHS
PLC "N" CHRISTINA M. EVE
DANTE B FASCELL ES
KENDALE LAKES ES
WINSTON PARK K-8 CENTER
KENDALL SQUARE K-8 CENTER
FELIX VARELA SHS
OLIVER HOOVER ES
CLAUDE PEPPER ES
CALUSA ES
CHRISTINA M EVE ES
PLC "U"/OLIVER HOOVER ES
HAMMOCKS MS
ARVIDA MS
DEVON AIRE K-8 CENTER
DR GILBERT L PORTER ES
PLC "Q"/DR GILBERT L PORTER ES
JORGE MAS CANOSA MS
NORMA BUTLER BOSSARD ES
JACK DAVID GORDON ES
PLC "T" / JACK DAVID GORDON ES
PLC "S"/ JACK DAVID GORDON ES
MAINTENANCE SERVICE CENTER 3
TRANSPORTATION CENTER ADMINISTRATIVE OFFICES
TRANSPORTATION CENTER SOUTHWEST
TRANSPORTATION CENTER VEHICLE MAINTENANCE
HERBERT A AMMONS MS (Temporary location)
HERBERT A AMMONS MS
ROBERT MORGAN EDUCATIONAL CENTER
MIAMI HEIGHTS ES
ROBERT MORGAN EDUCATIONAL CENTER AND TECHNICAL COLLEGE
SOUTH MIAMI HEIGHTS ES
CARIBBEAN K-8 CENTER
MIAMI SOUTHRIDGE SHS
GOULDS CENTER
REDLAND ES
REDLAND MS
MAINTENANCE SERVICE CENTER 4
TRANSPORTATION REDLAND VEHICLE MAINTENANCE
MIAMI MACARTHUR EDUCATIONAL CENTER
AIR BASE K-8 CENTER FOR INTERNATIONAL EDUCATION
WILLIAM A CHAPMAN ES
MANDARIN LAKES K-8 ACADEMY
MAINTENANCE SERVICE CENTER 4
SOUTH DADE SHS
LEISURE CITY K-8 CENTER
IRVING AND BEATRICE PESKOE K-8 CENTER
SOUTH DADE MS
AVOCADO ES
REDONDO ES
MAST @ HOMESTEAD
CAMPBELL DRIVE K-8 CENTER
HOMESTEAD MS
SOUTH DADE TECHNICAL COLLEGE
CENTER FOR INTERNATIONAL EDUCATION: A CAMBRIDGE ASSOCIATE SCHOOL
NEVA KING COOPER EDUCATIONAL CENTER
WEST HOMESTEAD K-8 CENTER
LAURA C SAUNDERS ES
GATEWAY ENVIRONMENTAL K-8 LEARNING CENTER
FLORIDA CITY ES
HOMESTEAD SHS
TRANSPORTATION CENTER SOUTH
SW 344TH ST
KROME AVE
SW 177TH AVE
SR 874
SR 878
US 1 HWY
S DIXIE HWY
FLORIDA TRUE EXT
N
0 0.75 1.5 3 Miles
SOURCE: MIAMI-DADE COUNTY, PUBLIC SCHOOLS SYSTEM, 2022
Legend
Elementary
K-8 Center
Middle
Senior High
Other Educational Facility
Ancillary Facility
School Openings
Southwest Area
Highway
Date Saved: 4/28/2022

Figure PS-3

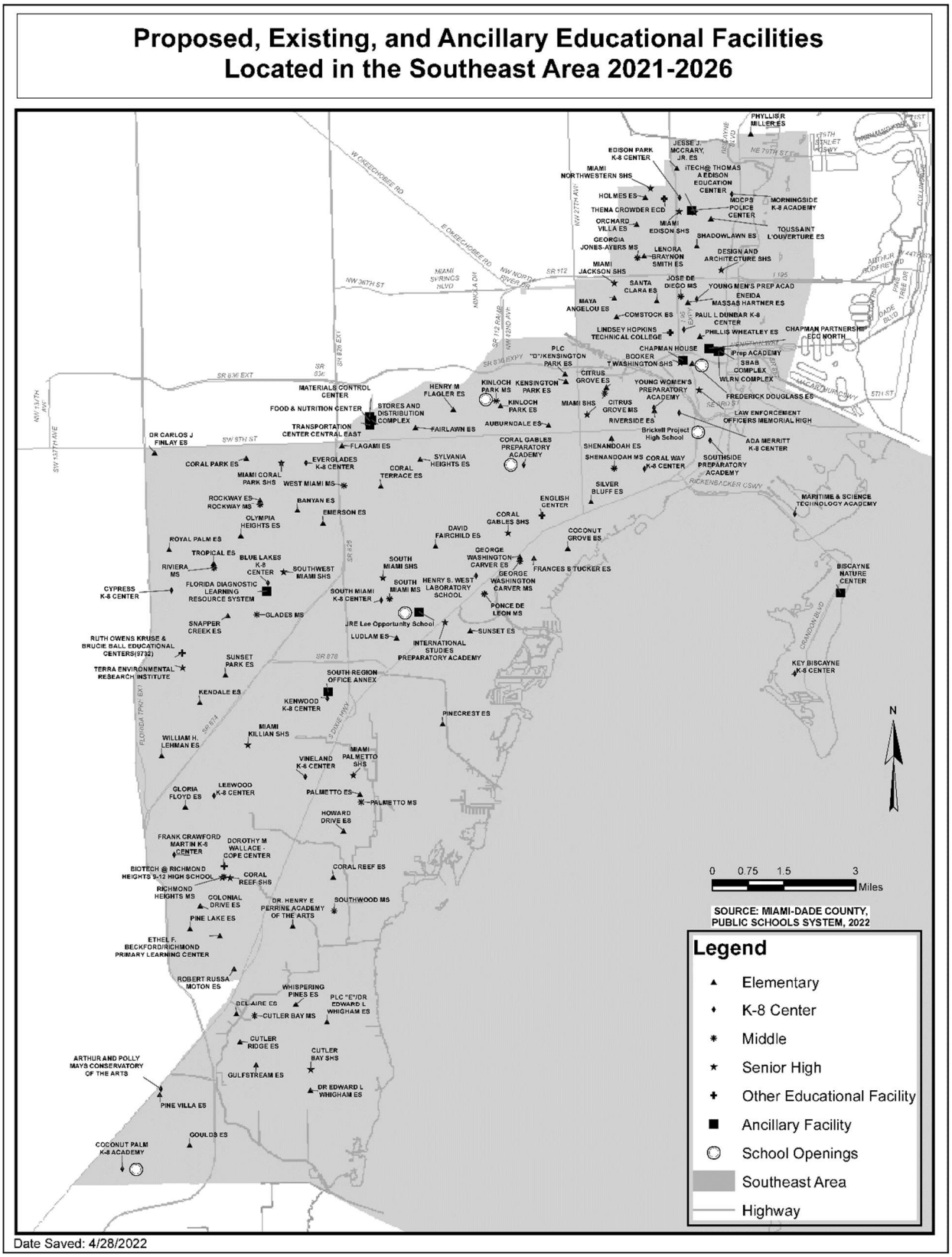

Proposed, Existing, and Ancillary Educational Facilities
Located in the Southeast Area 2021-2026
0 0.75 1.5 3
Miles
SOURCE: MIAMI-DADE COUNTY, PUBLIC SCHOOLS SYSTEM, 2022
Legend
Elementary
K-8 Center
Middle
Senior High
Other Educational Facility
Ancillary Facility
School Openings
Southeast Area
Highway
Date Saved: 4/28/2022

Figure PS-4

INTERGOVERNMENTAL ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Intergovernmental Coordination Element reflects its strategy for coordinating with other municipalities and government agencies at the County, State, regional and federal levels to achieve shared objectives and goals through the planning period. ~~**In 2030, t**~~**The City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses and visitors.** In order to achieve this vision, the City will need the support of its agency partners, and to better realize its potential as an important and unique part of the Miami metropolitan area and South Florida region.

~~The Intergovernmental Coordination Element Goal, objectives, monitoring measures, and policies are based on: the data and analysis and background reports contained in contained in Appendix A., Background Documents and Appendix B, Related Studies Links, and; the intensive community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)), and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six-Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative.~~

The Intergovernmental Coordination Element will accomplish its Goal through planning directives and activities aimed at:

- **Coordinating** the **Comprehensive Plan** with the **plans of other agencies**;
- Providing for the **mutual review** of **plans and proposed developments**;
- Coordinating with other agencies to ensure that **level of service standards** are met, and;
- Achieving **shared local, County, regional, State and national goals**.

INTERGOVERNMENTAL COORDINATION ELEMENT

GOAL:
FOSTER AND ENGAGE IN BETTER INTERGOVERNMENTAL COORDINATION

OBJECTIVE IC-1:
Coordinate the Comprehensive Plan with the relevant plans of other agencies and jurisdictions by reviewing those plans and policies to insure consistency.

Objective IC-1 Monitoring Measure:

1. Demonstrated compliance with policies IC-1.1 – 1.68 (ongoing participation in intergovernmental coordination efforts).

   Note: Demonstrated compliance with the policies is the only feasible monitoring measure for this Objective.

~~***Florida Chamber Foundation Pillar: Civic & Governance Systems***~~

Policy IC-1.1: The City shall participate in staff level interaction and coordination efforts with the various levels of government including ~~the~~ Miami-Dade County, the South Florida Regional Planning Council, Miami-Dade County Public Schools, South Florida Water Management District, adjacent jurisdictions, and other agencies with the regulatory authority to review the use of land and other elements in the Comprehensive Plan.

Implementation:

- Who? The City and other government agencies
- How? Active participation in coordination activities (i.e., Planner's Technical Committee, M-DCPS Staff Working Group)
- When? Ongoing

Policy IC-1.2: The City shall compare the~~i~~s Comprehensive Plan with the plans of ~~the School Board~~ Miami-Dade County Public Schools, ~~the~~ Miami-Dade County, the South Florida Regional Planning Council, and other relevant agencies and adjacent jurisdictions to assess compatibility between the plans and any plan amendments.

Implementation:

- Who? The City and other government agencies
- How? Providing copies of this Plan and any future amendments to the agencies, and

reviewing any proposed amendments to their plans

- When? Ongoing

Policy IC-1.3: The City shall review all development proposals to ensure that they are compatible with the City's Comprehensive Plan by comparing the developments with the comprehensive plans.

Implementation:

- Who? The City and other government agencies
- How? Providing copies of development applications to potentially affected municipalities and agencies for review, and reviewing development applications in other jurisdictions that might have City impacts
- When? Ongoing

Policy IC-1.4: The City shall coordinate with the South Florida Water Management District (SFWMD) and Miami-Dade Water and Sewer Department in its water supply and management planning and permitting processes concerning the sharing and updating of information to meet ongoing water supply needs, the establishment of Level of Service standards and resource allocations, changes in service areas, potential for annexation, and implementation of alternative water supply projects.

Implementation:

- Who? The City, SFWMD and Miami-Dade Water and Sewer Department
- How? Coordinated efforts to ensure that the City's potable water needs are met
- When? Ongoing

Policy IC-1.5: The City shall revise its Water Supply Facilities Work Plan within 18 months of updates to the Lower East Coast Water Supply Plan.

Implementation:

- Who? The City, SFWMD and Miami-Dade Water and Sewer Department
- How? Preparation and adoption of the Water Supply Plan
- When? In accordance with statutory deadlines

Policy IC-1.6: The City shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards within the Miami-Dade County Water and Sewer Department, Department of Regulatory and Economic Resources, the South Florida Water Management District, and the 201~~3~~8 Lower East Coast Water Supply Plan Update.

Implementation:

- Who? The City, SFWMD and Miami-Dade Water and Sewer Department
- How? Preparation and adoption of the Water Supply Plan Update
- When? In accordance with statutory deadlines

Policy IC-1.7: The City will coordinate with the South Florida Water Management District concerning its jurisdictional authority as necessary and support its efforts concerning the *2013*8 *Lower East Coast Water Supply Plan Update*, ACCELER8 Everglades and CERP and the Biscayne Bay Coastal Wetlands Project to protect an Outstanding Florida Water – Biscayne Bay. The City hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted ~~February 4, 2015~~ January 19, 2023, the Miami-Dade Water and Sewer Department ~~2~~10-year Water Supply Facilities Work Plan ~~(2014-2033) Support Data (November 2014)~~, the *2013*8 *Lower East Coast Water Supply Plan Update* (LEC) approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on ~~February 9, 2015~~ March 8, 2022, will now expire on ~~February 9, 2035~~ December 27, 2065.

Implementation:

- Who? The City, SFWMD and Miami-Dade Water and Sewer Department
- How? Preparation and adoption of the Water Supply Plan Update
- When? In accordance with statutory deadlines

Policy IC-1.~~6~~8: The City shall coordinate with the Miami-Dade County Public Schools through the implementation of the Public Schools Element.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? As directed in the Public Schools and Education Element
- When? Ongoing

OBJECTIVE IC-2:

Mutually review relevant plans, proposed developments, and annexation proposals with adjacent municipalities, Miami-Dade County, the South Florida Regional Planning Council, and other agencies and jurisdictions as appropriate.

Objective IC-2 Monitoring Measures:

1. Demonstrated compliance with policies IC-2.1 – IC-2.6 (ongoing participation in intergovernmental coordination efforts).

   Note: Demonstrated compliance with the policies is the only feasible monitoring measure for this Objective.

~~***Florida Chamber Foundation Pillar: Civic & Governance Systems***~~

Policy IC-2.1: The City shall coordinate its development efforts with those of adjacent municipalities, ~~the~~ Miami-Dade County, Miami-Dade County Public Schools, the South Florida Regional Planning Council, and other agencies as appropriate through such mechanisms as information exchange and staff interaction.

Implementation:

- Who? The City and other government agencies
- How? Providing and requested input in development efforts to further the achievement of local, County, and regional goals
- When? Ongoing

Policy IC-2.2: The City shall participate in the South Florida Regional Planning Council's informal mediation process for conflict resolution, if needed.

Implementation:

- Who? The City, other relevant party(ies), and South Florida Regional Planning Council (SFRPC)
- How? Requesting SFRPC mediation assistance, if needed
- When? If/as needed

Policy IC-2.3: The City shall disseminate information on land development review programs, proposed land developments, and building construction services to other affected public governments and quasi-public agencies.

Implementation:

- Who? The City
- How? The dissemination of relevant information
- When? Ongoing

Policy IC-2.4: The City shall coordinate ~~its~~ any annexation efforts with adjacent municipalities,

Miami-Dade County, the South Florida Regional Planning Council, and other affected parties, and comply with County and State annexation procedures and policies.

Implementation:

- Who? The City and other affected agencies
- How? Coordinated efforts as per County requirements
- When? Ongoing

Policy IC-2.5: The City shall coordinate with the Florida Department of State, Miami-Dade County, and the private sector in order to preserve the existing National Register properties in the City, and assist in the identification and registering of any new or additional properties.

Implementation:

- Who? The City, County, State, and private sector
- How? Identifying and designating historic sites and establishing a historic resource preservation program
- When? ~~Identify sites by 2020, establish program by 2025~~ Ongoing

Policy IC-2.6: The City shall coordinate with the Florida Department of State, Miami-Dade County, and the private sector in order to establish art in public spaces programs and cultural events.

Implementation:

- Who? The City and the business community
- How? Establishment of a Public Art and Cultural Heritage programs
- When? On an ongoing basis~~, establishment of an Art in Public Places Program by 2020~~

OBJECTIVE IC-3:
Coordinate with agencies such as Miami-Dade County Public Schools, ~~impacted~~ adjacent municipalities, Miami-Dade County, the South Florida Regional Planning Council, and other service providers to ensure that levels of service standards are met.

Objective IC-3 Monitoring Measure:

1. Achievement of adopted level of service standards.

   Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with facilities and services.

~~Florida Chamber Foundation Pillar: Civic & Governance Systems~~

Policy IC-3.1: The City shall coordinate with the South Florida Water Management District and Miami-Dade County on maintaining stormwater management systems within the ~~c~~City.

Implementation:

- Who? The City, SFWMD and Miami-Dade County ~~Water and Sewer Department~~
- How? Coordinated efforts to ensure that the City's drainage/flood protection needs are met
- When? Ongoing

Policy IC-3.2: The City shall coordinate with Miami-Dade County on the conservation, preservation, and management of environmentally-sensitive lands.

Implementation:

- Who? The City and County
- How? Coordinated resource protection efforts
- When? Ongoing

Policy IC-3.3: The City shall coordinate with the Florida Department of Transportation, South Florida Regional Planning Council, South Florida Regional Transportation Authority, and Miami-Dade County on the planning and maintenance of the transportation network, including transit services and bicycle/pedestrian facilities.

Implementation:

- Who? The City and the named agencies
- How? Coordinated transportation planning efforts
- When? Ongoing

CAPITAL IMPROVEMENTS ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Capital Improvements Element reflects its strategy for accomplishing the goals, objectives and policies contained in the other elements of this Comprehensive Plan within the short- and ~~mid~~ long-range (~~five~~ ten and ~~ten~~ twenty year) planning periods through the funding and implementation of capital projects. These projects, and their funding sources, are annually updated by the City through the budget process. The Capital Improvements Schedule that is included in this Element will therefore be updated annually to reflect current information. ~~**In 2030, t**~~**The City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors.** It is understood that full achievement of this vision will require more funds that the City has available, and that the identification of additional funding sources will be a challenging, ongoing process.

~~The Capital Improvements Element Goal, objectives, monitoring measures, and policies are based on: the data and analysis and background reports contained in contained in Appendix A., Background Documents and Appendix B, Related Studies Links; the City's adopted budget and capital improvements schedule, and; the intensive community outreach efforts that went into preparing these documents and finalizing this Comprehensive Plan. They also meet the State requirements for Comprehensive Plan contents (Section 163.31877, Florida Statutes (F.S.)), and align with the Florida Chamber Foundation's Six Pillars for Florida's Future Economy™ (Six Pillars) Process and the six livability principles of HUD's Sustainable Communities Initiative.~~

The ~~Intergovernmental Coordination~~ Capital Improvements Element will accomplish its Goal through planning directives and activities aimed at:

- Providing **capital improvements** to **correct deficiencies** and **accommodate growth;**
- Developing **innovative strategies** to implement needed projects**;**
- Meeting **Level of Service standards** to address current conditions and future growth, and;
- **Achieving the** City's **Comprehensive Plan** through the short-, mid- and long-range planning periods.

CAPITAL IMPROVEMENTS ELEMENT

GOAL:
PROVIDE NEEDED, TIMELY AND EFFICIENT PUBLIC FACILITIES TO ALL RESIDENTS IN A MANNER THAT PROTECTS INVESTMENTS IN EXISTING FACILITIES, MAXIMIZES THE USE OF EXISTING FACILITIES, AND PROMOTES ORDERLY COMPACT URBAN GROWTH.

OBJECTIVE CI-1:
Provide capital improvements to meet and correct existing deficiencies, accommodate desired future growth, replace deficient or obsolete facilities, and construct other projects as indicated in the Capital Improvements Schedule.

Objective CI-1 Monitoring Measure:

1. Achievement of level of service standards.

   Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with facilities and services.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy CI-1.1: The City shall include all projects identified in the Plan and determined to be of relatively large scale and high cost ($25,000 or greater) in the Capital Improvements Schedule and updated annually.

Implementation:
- Who? The City
- How? Annually update the Capital Improvements Schedule to include projects that meet the identified criteria
- When? ~~Annually and as per State statutory deadlines~~ Ongoing

Policy CI-1.2: The City shall, as a matter of priority, schedule and fund all capital improvement projects in the adopted Capital Improvements Schedule.

Implementation:
- Who? The City
- How? Annually update the Capital Improvements Schedule to reflect the funding status of capital projects
- When? ~~Annually and as per State statutory deadlines~~ Ongoing

Policy CI-1.3: Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

1) whether the project is needed to protect public health and safety, to fulfill the municipality's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities;
2) whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement cost, provides service to developed areas lacking full service, or promotes in-f ill development; and
3) whether the project represents a logical extension of facilities and services within the municipal service area.

Implementation:

- Who? The City
- How? Utilizing the above-stated guidelines in ranking capital projects
- When? ~~Annually and as per State statutory deadlines~~ Ongoing

Policy CI-1.4: In providing capital improvements, the City shall limit the maximum ratio of outstanding indebtedness to no greater than 25% of the property tax base.

Implementation:

- Who? The City
- How? Budgeting practices and procedures
- When? Ongoing

Policy CI-1.5: The City shall continue to adopt a 5-year capital improvement program and annual capital budget as a part of its budgeting process.

Implementation:

- Who? The City
- How? Annually adopting the five year capital improvements schedule and budget
- When? Annually and as per State statutory deadlines

Policy CI-1.6: The City shall research sources and file applications to secure public grants to finance the provision of capital improvements, and/or shall seek private funds as an alternative.

Implementation:

- Who? The City

- How? Grants writing and seeking innovative funding sources
- When? Ongoing

Policy CI-1.7: The ~~municipality~~ City shall reserve enterprise fund surpluses for major capital expenditures.

Implementation:

- Who? The City
- How? Budgeting practices and procedures
- When? Ongoing

Policy CI-1.8: The City shall amend the Comprehensive Plan if one or more of the revenue sources identified in the Five-Year Schedule of Capital Improvements is not available when needed to fund a particular project, and this will be accomplished by: modifying the level of service standard for the facility or service for which funding cannot be obtained, and/or; adjusting the schedule by removing projects which have the lowest priority, and/or; delaying projects until funding can be guaranteed, and/or; not issuing development orders that would continue to cause a deficiency based on the public facility's adopted level of service standard, and/or; transferring funding from a funded but not deficient public facility in order to fund an identified deficient pubic facility or service, and/or; requiring developments to pay the full costs of infrastructure/facilities, and/or; special taxing districts, and/or; a more intensive maintenance program to extend the life of facilities.

Implementation:

- Who? The City
- How? Annually updating the five year capital improvements schedule and budget.
- When? ~~Annually and as per State statutory deadlines~~ Ongoing.

Policy CI-1.9: When constructing capital infrastructure improvements, the City shall include an Action Plan for these improvements to provide for clear project schedules, monitoring progress, providing updates to the City Commission and the public and providing a post completion report.

Implementation:

- Who? The City
- How? Through the Action Plan
- When? Ongoing

OBJECTIVE CI-2:
Implement innovative financing policies, public-private partnerships, and multi-unit government financing to ensure that adequate infrastructure, open space and recreational areas, and civic assets are available to support development.

Objective CI-2 Monitoring Measure:

1. Demonstrated compliance with policies CI-2.1 – CI-2.4

   Note: Demonstrated compliance with the policies is the only feasible monitoring measure for this Objective.

2. Implementation status of policies CI-2.1 – CI-2.4.

~~Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership~~

Policy CI-2.1: The City ~~shall~~ may adopt special taxing districts or other mechanisms in order to assess all new developments a pro-rata share of the costs required to finance improvements and services.

Implementation:

- Who? The City
- How? Adopting special taxing districts or other mechanisms to fund needed, targeted improvements
- When? Ongoing

Policy CI-2.2: The City shall implement a program for dedications of fees-in-lieu-of proportionate to demand as a condition of plat approval for the provision of streets, parks/recreation, open space, and other services and amenities.

Implementation:

- Who? The City
- How? Development approval processes and the Land Development Regulations
- When? ~~Within one year of adoption of this Plan, and on an ongoing basis~~ Ongoing

Policy CI-2.3: The City, in its Land Development Regulations, shall implement a program for exactions, dedications, and/or fees-in-lieu-of as a condition of plat approval for the provision of streets and civic assets in accordance with the Comprehensive Plan.

Implementation:

- Who? The City
- How? Development approval processes and the Land Development Regulations
- When~~? Within one year of adoption of this Plan, and on an ongoing basis~~ Ongoing

Policy CI-2.4: In order to achieve the Level of Service standards for recreation and open space, the City shall include a mandatory recreation land dedication, regulation or fee-in-lieu-thereof in its Land Development Regulations.

Implementation:

- Who? The City
- How? Development approval processes and the Land Development Regulations
- When? ~~Within one year of adoption of this Plan, and on an ongoing basis~~ Ongoing

OBJECTIVE CI-3:
Establish new or modify existing development review procedures to ensure that existing deficiencies will be corrected, and to coordinate improvements so that adequate facility capacities will be available to meet future needs and achieve economic development and redevelopment goals.

Objective CI-3 Monitoring Measures:

1. Achievement of level of service standards.

   Note: Achievement of the adopted Level of Service standards demonstrates that development approvals are being coordinated with facilities and services.

~~***Florida Chamber Foundation Pillar: Infrastructure and Growth Leadership***~~

Policy CI-3.1: The City shall utilize the following level of service standards as the basis for determining facility capacity and the demand generated by development.

FACILITY	LEVEL OF SERVICE STANDARDS
Sanitary Sewer Facilities ~~Residential Flows Commercial / Industrial~~	The ~~system shall maintain the~~ wastewater treatment plants shall operate with a physical capacity of no less than ~~to collect and dispose of 102 percent of~~ the average daily influent sewage flow for the ~~system demand for the~~ preceding ~~five years~~ 12 months. Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards.

<table>
<tr><td></td><td>
The system shall collectively maintain the capacity to collect and dispose of no less than 102 percent of the average daily influent sewage system flow for the preceding five years accounting for reserved capacity. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. The annual average daily influent sewage flow shall be calculated as the average of the daily volume received at the facility over a 12-month period.

~~All treatment plants shall maintain the capacity to treat no less than the average daily sewage flow.~~

~~Effluent discharged from the wastewater treatment plants shall meet all federal, State and County standards.~~

The per capita Level of Service standard for sanitary sewer shall be 122 gallons per capita per day.
</td></tr>
<tr><td>Fire Flow</td><td>
Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Rescue Department, minimum fire flows based on the land use served shall be maintained as follows:

~~Land Use~~
~~Gallons Per Minute Low Medium Density~~

~~Residential 750~~
~~Moderate Density Residential 1,500~~
~~Hospitals/Schools 2,000~~
~~Commercial/Industrial 3,000~~

<table>
<tr><th>Land Use:</th><th>Min. Fire Flow (gpm) ~~Gallons Per Minute~~</th></tr>
<tr><td>Single Family Residential Estate</td><td>~~750~~ 500</td></tr>
<tr><td>Single Family and Duplex; Residential on minimum lots of 7,500 sf</td><td>750</td></tr>
<tr><td>Multi-Family Residential (Low Medium Density), Semiprofessional Offices</td><td>1,500</td></tr>
<tr><td>Multi-Family Residential (Medium and High Density)</td><td>2,000</td></tr>
</table>
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	Hospitals, Schools, Business and Industry: ~~2~~3,000 ~~Commercial/Industrial: 3,000~~
Solid Waste Facilities ~~Residential~~ ~~Commercial/Industrial~~	~~Solid waste disposal facilities shall collectively maintain a minimum of five years capacity to be available at the generation rate of 7 pounds per capita per day.~~ Maintain a solid waste disposal capacity sufficient to accommodate waste flows committed to the system for a minimum of five (5) years.
Drainage Facilities	1 in 10 year storm event; one day storm event. Retention of first inch of water at farthest point from drainage system. Structures at or above the minimum flood elevation specified in the federal Flood Insurance Rate Maps for Miami-Dade County. ~~Public works Manual, Chapter 28, Dade County Code, as amended~~.
Potable Water ~~Residential~~ ~~Commercial/Industrial~~ ~~Miami-Dade Community~~	~~Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi.~~ ~~The system shall maintain the capacity to produce and deliver 155~~ 120.26 ~~gallons per capita per day.~~ ~~Minimum fifteen percent of average day demand~~
~~Storage Capacity~~	Regional treatment. System shall operate with a maximum daily rated capacity that is no less than 2% above maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months. User LOS. Maintain capacity to produce and deliver ~~126.82~~ 120.26 gallons per capita per day systemwide. Water Quality. Shall meet all county, state and federal primary potable water standards. Countywide Storage. Storage capacity for finished water shall equal no less than 15% of countywide average daily demand

Traffic	State Roadways and Collectors - LOS "D" All other roads – LOS E
Recreation and Open Space	At least 1.8 acres of park space per every 1,000 persons At least one (1) acre of recreation and open space within a ~~five minute walking radius~~ (~~1/4~~ 1/2 mile) of all residential and mixed use areas in the City.

Implementation:

- Who? The City
- How? The inclusion of a Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy CI-3.2: The ~~municipality~~ City shall ensure that, at the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.

Implementation:

- Who? The City
- How? The Concurrency Management System in the Land Development Regulations
- When? ~~Within one year of the adoption of this Plan, and maintained/updated on an ongoing basis~~ Ongoing

Policy CI-3.3: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed actions:

1) contribute to a condition of public facility deficiencies with reference to hazards as in the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Recharge Element;
2) exacerbate to an unacceptable level an existing facility deficit as described in the Transportation Element, Infrastructure Element, and Recreation and Open Space Element;
3) generate public facility demands that may not be accommodated by capacity increases planned in the Capital Improvements Schedule concurrent with development;
4) conform with the Future Land Use Plan Map, and topographic and soil conditions;
5) accommodate public facility demands based upon adopted LOS standards, if public

facilities are developer-provided;

6) demonstrate financial feasibility, subject to this Element if public facilities are provided, in part or whole, by the City; and;
7) affect State agencies' and the South Florida Water Management District's facilities plans.

Implementation:

- Who? The City
- How? Evaluation of development requests and proposed amendments to ensure that levels of service will be met
- When? Ongoing

Policy CI-3.4: The City shall use fiscal policies to direct expenditures for capital improvements in accordance with the Comprehensive Plan and its adopted goals, objectives, and policies.

Implementation:

- Who? The City
- How? Budgeting practices and procedures
- When? Ongoing

Policy CI-3.5: The City shall coordinate new residential development with the future availability of public school facilities consistent with the adopted level of service (LOS) standards for public schools (Public Schools and Education Element Objective PS-2 and policies hereunder).

Implementation:

- Who? The City
- How? The Concurrency Management System
- When? Ongoing

Policy CI-3.6: Miami-Dade County Public Schools 5-Year District Facilities Work Program is incorporated by reference into the City's Capital Improvement Plan, as applicable. The City shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Work Program to include existing and anticipated facilities for both the short- and long-term planning horizons, and to ensure that the adopted level of service standard will continue to be achieved and maintained. The City, through its updates of the Capital Improvements Element and Program, shall incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. The City of Opa-Locka and Miami-Dade County Public Schools shall coordinate their planning efforts prior to and during the City's Comprehensive Plan amendment process, and during updates to the Miami-Dade County Public

Schools Facilities Work Program. The Miami-Dade County Public Schools Facilities Work Program shall be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

Implementation:

- Who? The City and Miami-Dade Public Schools
- How? Intergovernmental coordination and the Concurrency Management System
- When? Ongoing

PROPERTY RIGHTS ELEMENT (DRAFT)

EXECUTIVE SUMMARY

The City of Opa-locka's Property Rights Element reflects its strategy to consider property owners' rights in all decision-making. ~~**In 2030, t**~~**The City aspires to be a successful and financially stable full-service community that offers ample economic opportunities to its residents, boasts a vibrant and distinctive Downtown and healthy neighborhoods, and provides excellent services and a great quality of life to residents, businesses, and visitors.** Ensuring that a property owner has the right to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

PROPERTY RIGHTS ELEMENT

GOAL:
CONSIDER THE RIGHTS OF PROPERTY OWNERS IN ALL LOCAL DECISION-MAKING.

OBJECTIVE PR-1:
Apply rules, ordinances, and regulations with sensitivity for judicially acknowledged and constitutionally protected private property rights.

Policy PR-1.1: In local decision-making, the City shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy PR-1.2: In local decision-making, the City shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy PR-1.3: In local decision-making, the City shall consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy PR-1.4: In local decision-making, the City shall consider the right of a property owner to dispose of his or her property through sale or gift.



CITY OF OPA-LOCKA PLANNING AND COMMUNITY DEVELOPMENT

PREPARED BY: Calvin, Giordano & Associates and Ebenbach Consulting

Sponsored by: City Manager

ORDINANCE 24-XXXXX

AN ORDNANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted House Bill 45 which took effect on October 1, 2011 and preempts the whole field of regulation of firearms and ammunition, including purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation to the State; and

WHEREAS, the City of Opa-Locka must comply with the requirements of House Bill 45; and

WHEREAS, the City of Opa-Locka recognizes the importance of responsible firearm use, training, and recreational shooting activities; and

WHEREAS, the City aims to balance the rights of gun enthusiasts with the safety and well-being of residents as permitted under F.S. 790.25 (3) and F.S. 790.33; and

WHEREAS, the City of Opa-Locka ("City") recognizes the importance of permitting certain uses to be located within the City by amending the Land Development Regulations; and

WHEREAS, the City has determined that an indoor shooting range should be allowed in the Liberal Industrial (I-3) Zoning District as a Conditional Use, defined as a use not permitted by right but which may provide for an individual or community-serving need and which, subject to conditions, would not impact the integrity of the zoning district; and

WHEREAS, in accordance with the Land Development Regulations, Section 22-60, a Conditional Use request may be approved by the City Commission after recommendation from the Planning & Zoning Appeals Board after application submittal, review of the site plan and compliance with the approval criteria provided in this section of the Land Development Regulations; and

WHEREAS, the establishment of an indoor shooting range can contribute positively to the community by promoting safety, education, and sportsmanship; and

Incorporated are the following requirements: (Amendment to Ordinance 15-31)

ARTICLE V, Section 22-142 Indoor Shooting Range/Gun Club

A. **Purpose and Intent:**
   1. The purpose of this Ordinance is to permit the establishment and operation of a shooting range within the City of Opa-locka.
   2. The intent is to create a safe and controlled environment for firearm enthusiasts, law enforcement personnel, and responsible citizens.

B. **Zoning and Land Use:**
   1. The proposed new shooting range use is defined as follows: "'Shooting Range' includes a controlled indoor facility for the recreational or educational discharge of firearms in a range-like setting by private members, law enforcement personnel, or the general public, consistent with all applicable state and federal laws. A Shooting Range may also include a private club component and other ancillary uses including but not limited to retail sales, common social areas, classrooms, conference areas, and multi-configurable training spaces. A Shooting Range may include a Gun Shop."
   2. The proposed shooting range shall comply with all applicable zoning regulations.
   3. The location must be compatible with the surrounding land uses and minimize any adverse impact on neighboring properties.
   4. The City is amending the Land Development Regulations to designate the I-3 Liberal Industrial District as a suitable zoning district where such facilities are allowed as a conditional use and permitted after application submission and site plan review as provided in Ordinance 15-31, Section 22-60.

C. **Site Plan:**
   1. The site plan and structure shall incorporate, at minimum, the standards for indoor shooting range construction in accordance with the Florida Building Code prior to issuance of a certificate of occupancy by the City's Building Official.
   2. The Indoor shooting range shall be adequately air conditioned.
   3. Shooting ranges shall not be allowed as accessory uses to gun stores unless shooting ranges are allowed in that district.
   4. Parking for shooting range customers shall be provided on-site. The parking standards for shooting ranges shall be one (1) parking space per shooting lane, plus the requirements for retail use applied to the portions of the operation not dedicated to the shooting lanes.

5. The Shooting Range will be subject to applicable license and certificate of use fees which will be listed in the City Code of Ordinance. (pending review)

D. **Location and Distance:**
   1. Indoor shooting range shall be located in a completely enclosed building and be at least one-hundred and fifty (150) feet from any adjoining residential district boundary line or another indoor or outdoor shooting range.
   2. The location and distance requirements shall not apply to government owned and operated shooting ranges, restricted to use by law enforcement officers.
   3. The applicant shall demonstrate that the location and operation of the shooting range will not pose a threat to the health and safety of the citizens in the surrounding area.

E. **Safety Measures:**
   1. The shooting range shall adhere to strict safety protocols.
   2. Adequate safety barriers, backstops, and noise mitigation measures must be in place.
   3. Regular safety inspections and training programs shall be conducted (by the Building & License Department and other State and Federal required review agencies).
   4. The facility shall be adequately soundproofed so that no noise from such range activity shall emanate outside the building in which it is located.
   5. No weapon or firearm shall be permitted upon indoor range premises or discharged upon the range which weapon or firearm does not comply with the Florida Weapons Law, F. S. 790, and the Federal Gun Control Act of 1968. Non-compliance with this section shall be grounds for revocation of the permit for such shooting range.

F. **Environmental Considerations:**
   1. The facility shall comply with all environmental regulations, including proper waste disposal and lead management.
   2. Any potential environmental impact shall be assessed and mitigated.

G. **Hours of Operation:**
   1. The shooting range shall operate during reasonable hours to minimize disturbance to nearby residents.
   2. Operating hours for other uses within the facility may vary based on security needs.

H. **Security and Storage:**
   1. The facility shall have secure storage facilities for firearms and ammunition.
   2. Access to the facility shall be restricted to authorized personnel only.

I. **Community Engagement:**

1. The facility shall actively engage with the community through educational programs, safety seminars, and outreach initiatives.
2. Collaboration with local law enforcement agencies is encouraged and required.

J. **Reporting and Compliance:**
1. The facility shall submit regular reports on safety, environmental compliance, and community engagement.
2. Non-compliance may result in permit revocation.

K. **Nuisance:**
1. Shooting ranges shall not create a nuisance, including, but not limited to, high noise levels, pollution nor other detrimental effects on the environment.

L. **Effective Date:**

1. This Ordinance shall take effect immediately upon adoption.

WHEREAS, existing state statutes provide guidance on the regulation of shooting ranges and their environmental impact.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Approval/ Denial of Amendment Request. The City Commission of the City of Opa-locka hereby approves / denies the adoption of an amendment to the City of Opa-locka Land Development Regulations, Ordinance 15-31, to create a new definition for "Shooting Range" and permit Shooting Range as a permitted use in the I-3 zoning district in accordance with the attached Exhibit A.

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

SECTION 4.CONFLICT AND REPEALER
Any provision of any City of Opa-locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION
The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY
If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.
This Ordinance shall upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

PASSED First Reading on this _____ day of _____ 2024.

PASSED AND ADOPTED on 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

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Darvin E. Williams			**CM Signature**			
Commission Meeting Date:	June 12, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X		
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

AN ORDNANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A AN EFFECTIVE DATE.

Staff Summary:

The City Land Development Regulations permit gun shops in I-1, Light Industrial and I-3, Liberal Industrial zoning districts. City Staff has reviewed Florida House Bill 45 and agrees with the firearm regulations. City Staff agrees that it is important to balance the rights of gun enthusiasts with the safety and well-being of residents as provided by F.S. 790 (3) and F.S. 790.33. City Land Development Regulations does not identify any area in the City of Opa-locka that permits indoor shooting ranges, however City Staff recognizes the importance of permitting certain uses within the city by amending the Land Development Regulations. The City has determined that an indoor shooting range should be permitted in the I-3 zoning district after

conditional use review. A Conditional Use is a use that is not permitted by right but is a use subject to conditions would not impact the zoning district. The Land Development Regulations Amendment, Article V, Sec. 22-142 will include regulations for zoning & land use; site plan review; location and distance; safety measures; environmental; security and storage; hours of operation; community engagement; and reporting and compliance.

Financial Impact With the construction of new commercial property the City will realize additional future revenue for Ad Valorem Taxes, Stormwater Assessment, Hydrant Assessment, Permit Fees, Impact Fees, and License fees. In addition, the City will be providing the Utility services to the property. There are no known expenses associated with this resolution at this time.

Proposed Action:

Planning and Community Development staff recommends approval of this Land Development Regulation Amendment.

Attachment:

Draft Ordinance
Amended Land Development Regulation-
Zoning Matrix-Industrial Development Standards – Indoor Shooting Range-Armory Amendment
PZAB Meeting Minutes-May 7, 2024
Florida House Bill 45 – 10-1-2011
F.S. 790.25(3) & F.S. 790.33

A bill to be entitled

An act relating to the regulation of firearms and ammunition; amending s. 790.33, F.S.; clarifying and reorganizing provisions that preempt to the state the entire field of regulation of firearms; prohibiting the knowing and willful violation of the Legislature's occupation of the whole field of regulation of firearms and ammunition by the enactment or causation of enforcement of any local ordinance or administrative rule or regulation; providing additional intent of the section; eliminating provisions authorizing counties to adopt an ordinance requiring a waiting period between the purchase and delivery of a handgun; providing injunctive relief from the enforcement of an invalid ordinance, regulation, or rule; providing a civil penalty for knowing and willful violation of prohibitions; providing that public funds may not be used to defend or reimburse the unlawful conduct of any person charged with a knowing and willful violation of the act; providing for termination of employment or contract or removal from office of a person acting in an official capacity who knowingly and willfully violates any provision of the act; providing for declaratory and injunctive relief for specified persons or organizations; providing for specified damages and interest; providing exceptions to prohibitions of the section; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 1. Section 790.33, Florida Statutes, is amended to read:

790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void. ~~This subsection shall not affect zoning ordinances which encompass firearms businesses along with other businesses. Zoning ordinances which are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited.~~

~~(2) LIMITED EXCEPTION; COUNTY WAITING-PERIOD ORDINANCES.—~~

~~(a) Any county may have the option to adopt a waiting-period ordinance requiring a waiting period of up to, but not to exceed, 3 working days between the purchase and delivery of a handgun. For purposes of this subsection, "purchase" means payment of deposit, payment in full, or notification of intent~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~to purchase. Adoption of a waiting-period ordinance, by any county, shall require a majority vote of the county commission on votes on waiting-period ordinances. This exception is limited solely to individual counties and is limited to the provisions and restrictions contained in this subsection.~~

~~(b) Ordinances authorized by this subsection shall apply to all sales of handguns to individuals by a retail establishment except those sales to individuals exempted in this subsection. For purposes of this subsection, "retail establishment" means a gun shop, sporting goods store, pawn shop, hardware store, department store, discount store, bait or tackle shop, or any other store or shop that offers handguns for walk-in retail sale but does not include gun collectors shows or exhibits, or gun shows.~~

~~(c) Ordinances authorized by this subsection shall not require any reporting or notification to any source outside the retail establishment, but records of handgun sales must be available for inspection, during normal business hours, by any law enforcement agency as defined in s. 934.02.~~

~~(d) The following shall be exempt from any waiting period:~~

~~1. Individuals who are licensed to carry concealed firearms under the provisions of s. 790.06 or who are licensed to carry concealed firearms under any other provision of state law and who show a valid license;~~

~~2. Individuals who already lawfully own another firearm and who show a sales receipt for another firearm; who are known to own another firearm through a prior purchase from the retail establishment; or who have another firearm for trade-in;~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~3. A law enforcement or correctional officer as defined in s. 943.10;~~

~~4. A law enforcement agency as defined in s. 934.02;~~

~~5. Sales or transactions between dealers or between distributors or between dealers and distributors who have current federal firearms licenses; or~~

~~6. Any individual who has been threatened or whose family has been threatened with death or bodily injury, provided the individual may lawfully possess a firearm and provided such threat has been duly reported to local law enforcement.~~

(2)~~(3)~~ POLICY AND INTENT.—

(a) It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.

(b) It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

(3) PROHIBITIONS; PENALTIES.—

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or causing to be enforced any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field shall be liable as set forth herein.

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. It is no defense that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.

(c) If the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination

of employment or contract or removal from office by the Governor.

(f) A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

1. Reasonable attorney's fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

2. The actual damages incurred, but not more than $100,000.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

(4) EXCEPTIONS.—This section does not prohibit:

(a) Zoning ordinances that encompass firearms businesses along with other businesses, except that zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited;

(b) A duly organized law enforcement agency from enacting and enforcing regulations pertaining to firearms, ammunition, or

firearm accessories issued to or used by peace officers in the course of their official duties;

(c) Except as provided in s. 790.251, any entity subject to the prohibitions of this section from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee's official duties;

(d) A court or administrative law judge from hearing and resolving any case or controversy or issuing any opinion or order on a matter within the jurisdiction of that court or judge; or

(e) The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the commission.

(5) ~~(b)~~ SHORT TITLE.—As created by chapter 87-23, Laws of Florida, this section ~~shall be known and~~ may be cited as the "Joe Carlucci Uniform Firearms Act."

Section 2. This act shall take effect October 1, 2011.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

F.S. 790.25(3)

(3) CONSTRUCTION.—This act shall be liberally construed to carry out the declaration of policy herein and in favor of the constitutional right to keep and bear arms for lawful purposes. This act is supplemental and additional to existing rights to bear arms now guaranteed by law and decisions of the courts of Florida, and nothing herein shall impair or diminish any of such rights. This act shall supersede any law, ordinance, or regulation in conflict herewith.

F.S. 790.33

790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void.

(2) POLICY AND INTENT.—

(a) It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.

(b) It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

(3) PROHIBITIONS; PENALTIES.—

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or causing to be enforced any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field shall be liable as set forth herein.

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. It is no defense

that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.

(c) If the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination of employment or contract or removal from office by the Governor.

(f)1. A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy, whether written or unwritten, promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

a. Reasonable attorney fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

b. The actual damages incurred, but not more than $100,000.

2. If after the filing of a complaint a defendant voluntarily changes the ordinance, regulation, measure, directive, rule, enactment, order, or policy, written or unwritten, promulgated or caused to be enforced in violation of this section, with or without court action, the plaintiff is considered a prevailing plaintiff for purposes of this section.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

(4) EXCEPTIONS.—This section does not prohibit:

(a) Zoning ordinances that encompass firearms businesses along with other businesses, except that zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited;

(b) A duly organized law enforcement agency from enacting and enforcing regulations pertaining to firearms, ammunition, or firearm accessories issued to or used by peace officers in the course of their official duties;

(c) Except as provided in s. 790.251, any entity subject to the prohibitions of this section from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee's official duties;

(d) A court or administrative law judge from hearing and resolving any case or controversy or issuing any opinion or order on a matter within the jurisdiction of that court or judge; or

(e) The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the commission.

(5) SHORT TITLE.—As created by chapter 87-23, Laws of Florida, this section may be cited as the "Joe Carlucci Uniform Firearms Act."

DEVELOPMENT CITY OF OPA-LOCKA'S

ZONING MATRIX & DEVELOPMENT STANDARDS

I-1 LIGHT INDUSTRIAL

I-2 MEDIUM INDUSTRIAL

I-3 LIBERAL/PLANNED INDUSTRIAL

I-4 HEAVY INDUSTRIAL AND SALVAGE

Vehicle service/minor			P	P
Vending machines, video arcade games	A	A	A	A
Veterinary clinic		SE	P	P
Watchman, manager or caretakers quarters – permanent, temporary	A	A	A	A
Wireless antenna support structures, amateur radio antennas	A	A	A	A

Sec, 22-81. Permitted Uses Table – Industrial Districts

Use	I-1	I-2	I-3	I-4
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to			

	residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	
Cement and clay products		SE		P
Commercial recyclable material storage area	A	A	A	
Construction trades	P	P	P	
Construction trailer - temporary	A	A	A	
Crematory/Embalming	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind turbines),	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE sales only		SE	
Gun/Shooting Range (Indoor)			CU	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		

Industrial and office flex space	P		P	
Live/work spaces	SE			
Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P

Saw mills		P		P
Scrap metal yards				P
Shipping Container Architecture Retail and/or Office (stacking no more than three)	SE	SE	SE	SE
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	P
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

Sec. 22-92. I-1 Light Industrial District

The Light Industrial District provides for intensive commercial developments, light industrial, and industrial and office flex space at appropriate locations.

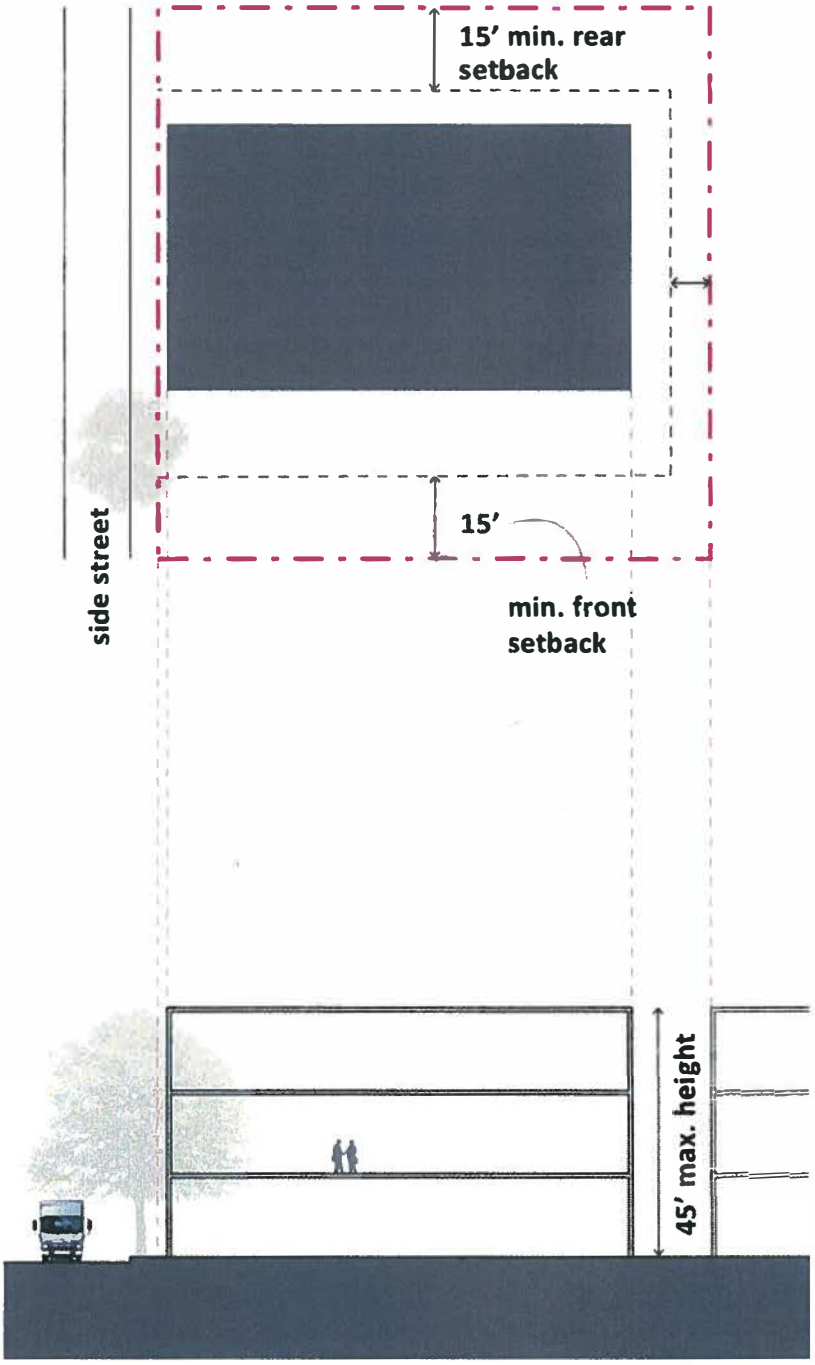
Table of Standards

Standard	I-1
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f. For new industrial office flex space, a minimum project size of two acres.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer.
Maximum Height	3 stories or 45 feet, whichever is less
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

1.0
Per 2,500 sq ft
Parking Spaces
Required +

1 per 400 sq ft
of Office

I-1 Light Industrial District



Sec. 22-95. I-2 Industrial Planned District

The Industrial Planned District is intended to provide for light industrial uses in a well-planned area.

Table of Standards

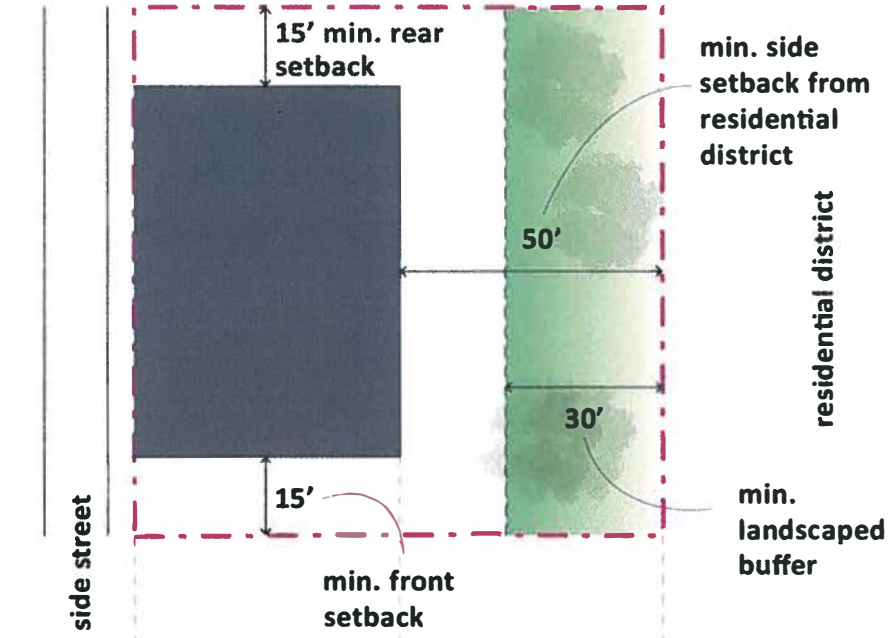
Standard	I-2
Intensity	1.0 Floor Area Ratio
Minimum Site Area	A minimum project size of two acres, which can be subdivided and sold/leased in lot sizes not less than 20,000 s.f.
Setbacks	Front and rear - 25 feet Side, street – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Maximum Impervious Area	75 percent
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area. An additional 3% of impervious area coverage may be permitted for excellence in building design and landscaping beyond what is permitted in the Land Development Regulations. Excellence in measured by the applicant's quantitative and qualitative use of landscape and design elements such as

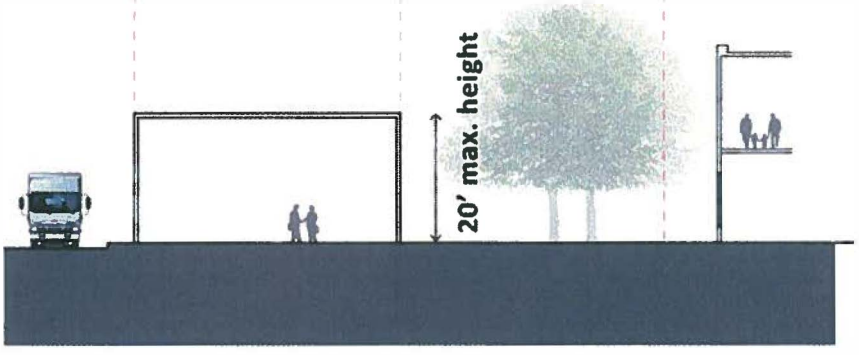
	vegetation, berms, graphic identification features, grounds, artwork, site illumination and sidewalks.

1.0
Per 2,500 sq ft
Parking Spaces
Required +

1 per 400 sq ft
of Office

I-2 Liberal Industrial District





Sec. 22-93. I-3 Liberal Industrial District

The Liberal Industrial District provides for more intensive industrial operations at appropriate locations.

A. Prohibited uses

1. Animal slaughterhouse or abbatoir
2. Arsenal
3. Asphalt manufacturing or refining
4. Asphalt paving plant
5. Asphalt storage, liquid or solid
6. Corrosive acid manufacture
7. Bag cleaning
8. Bone distillation
9. Blast furnace
10. Boiler works
11. Bulk storage of petroleum and petroleum products
12. Butane and propane manufacture and storage
13. Canning or compressing
14. Cement, lime, gypsum or Plaster of Paris manufacture or grinding
15. Concrete batching or transit mix plant
16. Cotton baling or compressing
17. Cotton gin or cotton oil mill
18. Creosote manufacture or treatment
19. Coke oven
20. Distillation of coal tar, petroleum, refuse, grain or wood
21. Drilling, production or refining of petroleum or inflammable liquids
22. Drop forge plant
23. Electric power plant
24. Enameling plant
25. Extraction of animal or fish fats and oils
26. Fat rendering

27. Fertilizer manufacture, except cold compounding of non-odorous materials
28. Flour mill
29. Food grinding or processing
30. Foundry
31. Galvanizing plant
32. Gas holder
33. Gunpowder, fireworks or other explosives, manufacture or storage except as incidental to a permitted use
34. Garbage, offal, dead animal refuse, rancid fats, incineration, reduction or storage
35. Glue or gelatin manufacture, where the processes used include the refining or recovery of products from fish, animal refuse or offal
36. Grain elevator and storage
37. Grain mill
38. Hair factory
39. House wrecking yards, used building material yards
40. Livestock auction sales
41. Metal stamping and pressing
42. Oil compounding or barreling
43. Oil reclamation plant
44. Oil well equipment, storage, supplies
45. Paper and pulp mills
46. Paving plant
47. Potash works
48. Pyroxlin and pyroxlin product manufacture
49. Quarry or stone mill
50. Railroad roundhouse
51. Radium extraction
52. Rubber manufacture from raw materials
53. Salvage store and yard
54. Sandblasting

55. Septic tank service
56. Sewage disposal plants
57. Shipbuilding or shipyard
58. Slag crushing or dump
59. Stone cutting, monument works
60. Storage of poisonous gases and insecticides
61. Smelting or refining of metals or ores
62. Steel manufacture
63. Stockyards or feeding pens
64. Sugar refining
65. Tire or rubber products manufacture
66. Vegetable oil manufacture, refining, storage
67. Wool pulling or scouring
68. Yeast plant

Table of Standards

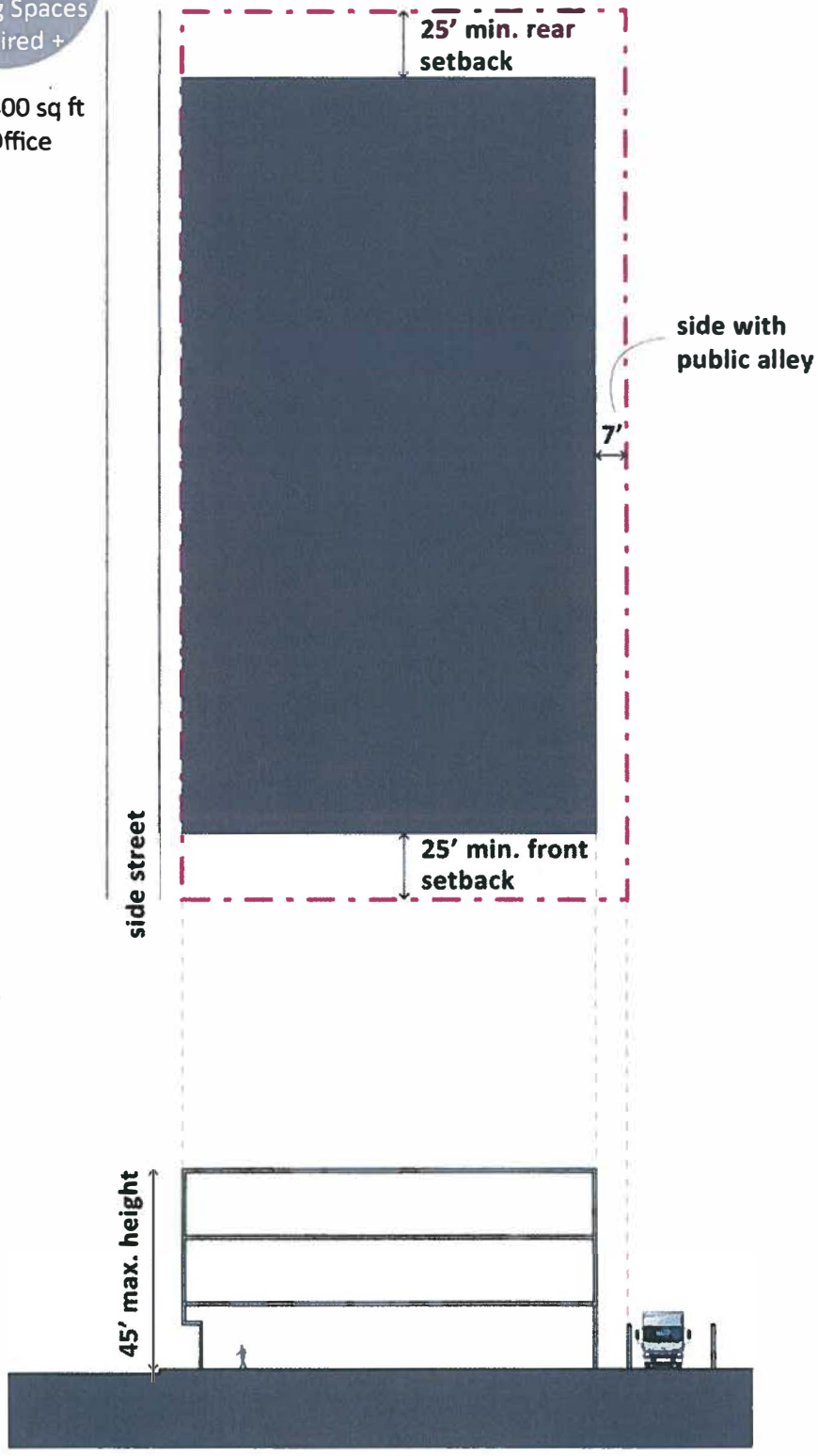
Standard	I-3
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a

	15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

I-3 Industrial Planned District

1.0
Per 2.500 sq ft
Parking Spaces
Required +

1 per 400 sq ft
of Office



Sec. 22-94. I-4 Liberal Industrial District, Storage and Salvage

This Industrial District provides for the below stated uses at appropriate locations.

1. Table of Standards

Standard	I-4
Intensity	.75 Floor Area Ratio
Minimum Site Area	One acre
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	1 story or 20 feet, whichever is less The maximum stacked height of automobiles or automobile parts shall not exceed fifteen (15) feet, and bust be enclosed by a wall which is at least as high as the stacked automobiles; in no event shall automobiles or automobile parts, as stored, piled or placed, exceed the requirements herein. All material, supplies, automobiles, automobile parts, or other items shall be secured behind a wall and shall not be visible from off the property when viewed three hundred (300) feet horizontally from all directions.

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MAY 7, 2024, 7:00 P.M.

CALL TO ORDER

Board Member Audrey Dominguez called the Planning and Zoning Board meeting to order at 7:40 p.m. on May 7, 2024.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Germane Barnes, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Chair Elio Guerrero and Board Member Dawn Mangham.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Diana Cheng, Board Attorney Pam Pettis, and City Manager Darvin Williams.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – March 19, 2024**

Motion made by Board Member Mata, seconded by Board Member Barnes, to approve the meeting from March 19, 2024. In a roll call vote, the **motion** passed unanimously (4-0).

5. PUBLIC HEARING:

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

DEVELOPMENT REGULATION ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Kenneth Ottley, Chief of Police for Opa-locka, introduced Lieutenant Commander Kaj Larsen, who serves the southern region of the Florida State Guard. This unit was commissioned in 2024 as a stand-alone component of the National Guard, and its special operations company supports law enforcement missions in Florida using combat experience. He is one of the founders of the proposed project, which is known as the Armory.

Lt. Comm. Larsen advised that there are currently no nearby training facilities to help veterans and law enforcement with some types of training. A facility such as the Armory would help the Guard more effectively assist law enforcement. It also helps the Florida State Guard amplify some of their philanthropic efforts in the local community.

The Armory would serve as the headquarters of the Southern Division of the Special Missions Unit of the Guard, as well as providing a home for the Guard's other community causes. He concluded that tonight's Application is the first step toward changing policy language and allowing the Armory project to move forward.

Wes Hevia, representing the Armory, showed slides of what the project will entail, which includes an advanced shooting range, advanced simulators, locker rooms, virtual trainers, and tactical rooms which allow for a range of training scenarios. The purpose of today's Application is to create a use within Code. The Armory will come back at a later time with a site-specific application including a floor plan and providing more details on the controls within the proposed facility.

It was asked whether the facility would be open to the public or restricted to law enforcement. Chief Ottley replied that the project will be a members-only multi-use law enforcement facility.

Planning and Community Development Director Gregory Gay advised that this Item specifically addresses legislation that would allow the requested use. The use is not currently allowed within City Code.

Zoning Official Gerald Lee stated that the City's current land development regulations currently do not allow this type of operation within Opa-locka. If Code is amended to

permit shooting ranges and armories, the best location for that use would be within the I-3 zoning district. The proposed legislation is consistent with Florida Senate Bill (SB) 45, as well as certain other areas of Florida Statutes which address gun regulations and safety.

The proposed amendment would be included in City Zoning Code Section 22-142. Zoning Official Lee noted that an entire section of the Ordinance, which is included in the Board members' backup materials, would be added to Zoning Code. It would provide for distance requirements from other uses, as well as requirements for sound absorption, protections, parking, environmental considerations, and land use.

Once the Ordinance is passed, any entity wishing to establish the proposed use would have to go through conditional use review. This means they would have to come back before the Planning and Zoning Board (PZB) to request approval, based on the standards provided at today's meeting. Staff recommends approval of the Application.

A question was asked regarding current zoning. Zoning Official Lee replied that Staff has recommended allowing the proposed use in the I-3 zoning district. Director Gay further clarified that the I-3 zoning district is located in the western portion of the City, near the airport.

Board Attorney Pam Pettis noted corrections which will need to be made to the proposed Ordinance before it advances to the City Commission, and any motions of approval should be made with the corrections as stated:

- Typographical errors in the title
- Portion of Section 12 referring to the effective date for the Resolution should be deleted, as it is not a Resolution but an Ordinance
- Section directing the City Clerk to provide a copy to all relevant departments, agencies, and interested parties should be deleted, as it is not applicable

Motion made by Board Member Barnes, seconded by Board Member Mata, to adopt the amendment in Item 1 to create a new definition for indoor shooting ranges, dependent upon the alteration as described by the City Attorney within the document. In a roll call vote, the **motion** passed unanimously (4-0).

2. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

At this time the public hearing was opened.

Jane Storms, representing the Applicant, advised that the plat has been submitted following Site Plan approval, which occurred in 2023.

Zoning Official Lee stated that this Item is the last step in the approval process for a project that previously received Site Plan and Development Agreement approval. It is for self-storage use on 27th Avenue, bordering State Road (SR) 9. Demolition on the site is expected soon.

Part of the development process is a tentative plat, as required by Miami-Dade County. The Applicant requests approval from the PZB, to be followed by approval from the City Commission. The tentative plat will be brought back following County review and a final plat will be prepared.

It was noted that the Board voted on the Item in 2023 and it was subsequently passed by the City Commission. Zoning Official Lee explained that in 2023, the Applicant received Site Plan and Development Agreement approval; however, Miami-Dade County's development standards include a platting process. This is related to review of the surveyor's final determination of points of ingress/egress, the allocation of property edges, and what will be part of the actual site. Following the County's platting process, all improvements that are planned for the subject property are recorded.

Director Gay further clarified that what the Board previously approved was the project that will be built on the site as well as its Development Agreement. Miami-Dade County has additional requirements for modifications, including pre-platting. The Applicant is already going through the permitting process for the site. He reiterated that the County, not the City, requires the site to go through the tentative platting process to ensure the site is properly sound and can be developed.

It was also asked why the Application information in the Board members' backup materials include a different address. Zoning Official Lee replied that this was an error, and the correct property address is 14301 NW 27th Avenue. It was noted that a motion will be required to address this mistake before the Board votes on the Item.

Attorney Pettis advised that the Board's motion should change the address listed in the first "Whereas" clause to the correct address, 14301 NW 27th Avenue. She confirmed that this change will be made before the Application advances to the Commission.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 2, provided that the address be updated per the document to the correct address of 14301 NW 27th Avenue. In a roll call vote, the **motion** passed unanimously (4-0).

3. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE**

CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Lucy Batista, property owner, requested approval for the project's Site Plan and Development Agreement. The proposal is for construction of an office/warehouse for a paving company.

Zoning Official Lee advised that the request is for final Site Plan approval for an office and warehouse. The Applicant owns the subject property, which has never been developed. The Site Plan follows the City's land development regulations and provides parking, landscaping, and lot coverage. Staff recommends approval of the request.

Zoning Official Lee continued that the property is currently being used by its owner, but the owner did not have the appropriate approvals from the City for Site Plan review. They are now complying with the City's requirements.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 3. In a roll call vote, the **motion** passed unanimously (4-0).

4. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay advised that this Application also applies to the property discussed in Item 3. It is the Development Agreement for the subject site. Because the project is new construction, certain aspects of that agreement are required, including construction timelines and opportunities for hiring local residents. The Applicant has followed the required processes for the Development Agreement. Staff recommends approval of the Application.

Board Member Barnes asked if Development Agreements are ever updated by Staff to reflect components such as adequate shading and tree coverage. Zoning Official Lee explained that Development Agreements are based on the City's land development regulations.

Motion made by Board Member Barnes, seconded by Board Member Mata, to approve Item 4. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT

The meeting was adjourned at 8:19 p.m.

No.	Folio	Address	City	Zip Code	Use Description	Lot Size	Year Built	Legal Description
1	0821290140010	13101 NW 42 AVE	Opa-locka	33054-4435	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	73367	1981	LEJEUNE INDUSTRIAL SITES PB 135-6 LOT 1 BLK 1 LOT SIZE 73367 SQ FT OR 19487-0036-38-40-43-46 0201 6
2	0821290000085	Null	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : VACANT LAND	13344	0	20 29 52 41 .306 AC M/L BEG 1898.80FTW & 35FTS OF NE COR OF SEC 29 CONT W21.59FT S413.57FT E40.79FT N232FT W18.94FT N179.72FT TO POB F/A/U 08-2129-000-0080 OR 15927-5230 0593 1
3	0821290000150	4111 NW 132 ST	Opa-locka	33054-4510	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	208121	1977	29 52 41 PORT OF NE1/4 BEG 1750FTN & 505FTE OF CENTER OF SEC TH N457.58FT E455FT S458.28FT W455FT TO POB LOT SIZE 208121 SQ FT
4	0821290000080	4100 NW 135 ST	Opa-locka	33054-4651	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	43502	1990	20 29 52 41 1 AC BEG 259.49FTE OF NE COR OF TR A OF PB 142-33 CONT E104.28FT S422.53FT W104.28FT N422.53FT TO POB LOT SIZE 43502 SQ FT OR 13631-2825 0388 2
5	0821290120060	13000 NW 42 AVE	Opa-locka	33054-4405	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	69480	1990	NORTH DADE COMMERCIAL PARK PB 126-29 LOT 6-7 & 8 BLK 1 LOT SIZE 69480 SQ FT OR 13722-3600 0688 1

6	0821290000088	Null	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : VACANT LAND	20707	0	20 29 52 41 .475 AC BEG 150.48FTS & 183.35FTE OF NE COR OF TR A OF PB 142-33 CONT E75.65FT S272.05FT W75.03FT N278.54FT TO POB LOT SIZE 20707 SQ FT F/A/U 08-2129-000-0080
7	0821200050110	4119 NW 135 ST	Opa-locka	33054-4658	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	55774	1987	S & F INDUSTRIAL SITES PB 130-7 LOTS 11 & 12 BLK 1 LOT SIZE 55774 SQ FT OR 20220-4623 0202 5 (5)
8	0821200040046	4250 NW 135 ST	Opa-locka	33054-4416	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	67769	1970	INCOME GARDENS SEC 4 PB 31-8 PT OF LOTS 21 & 22 BLK 207 DESC - E205.36FT OF W1079.08FT OF N1/2 OF N1/2 OF NE1/4 OF NW1/4 OF SEC 20-52-41 LOT SIZE 67769 SQUARE FEET OR 19721-2289 0601 2 (3)
9	0821290070020	4162 NW 132 ST	Opa-locka	33054-4511	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	72850	1974	LEJEUNE IND PARK PB 100-51 LOT 2 BLK 1 LOT SIZE 72850 SQ FT OR 19487-0036 0201 6 (3)
10	0821200040050	4200 NW 135 ST	Opa-locka	33054-4416	SERVICE STATION : RETAIL OUTLET	33337	1989	INCOME GARDENS SEC 4 PB 31-8 E40.92FT OF LOT 22 LESS S430.7FT & ALL LOTS 23 THRU 28 & N20FT OF LOT 29 & 30FT EASEMENT LYG N & ADJ THEREOF BLK 207 LOT SIZE 33337 SQUARE FEET OR 15257-874 1191 3

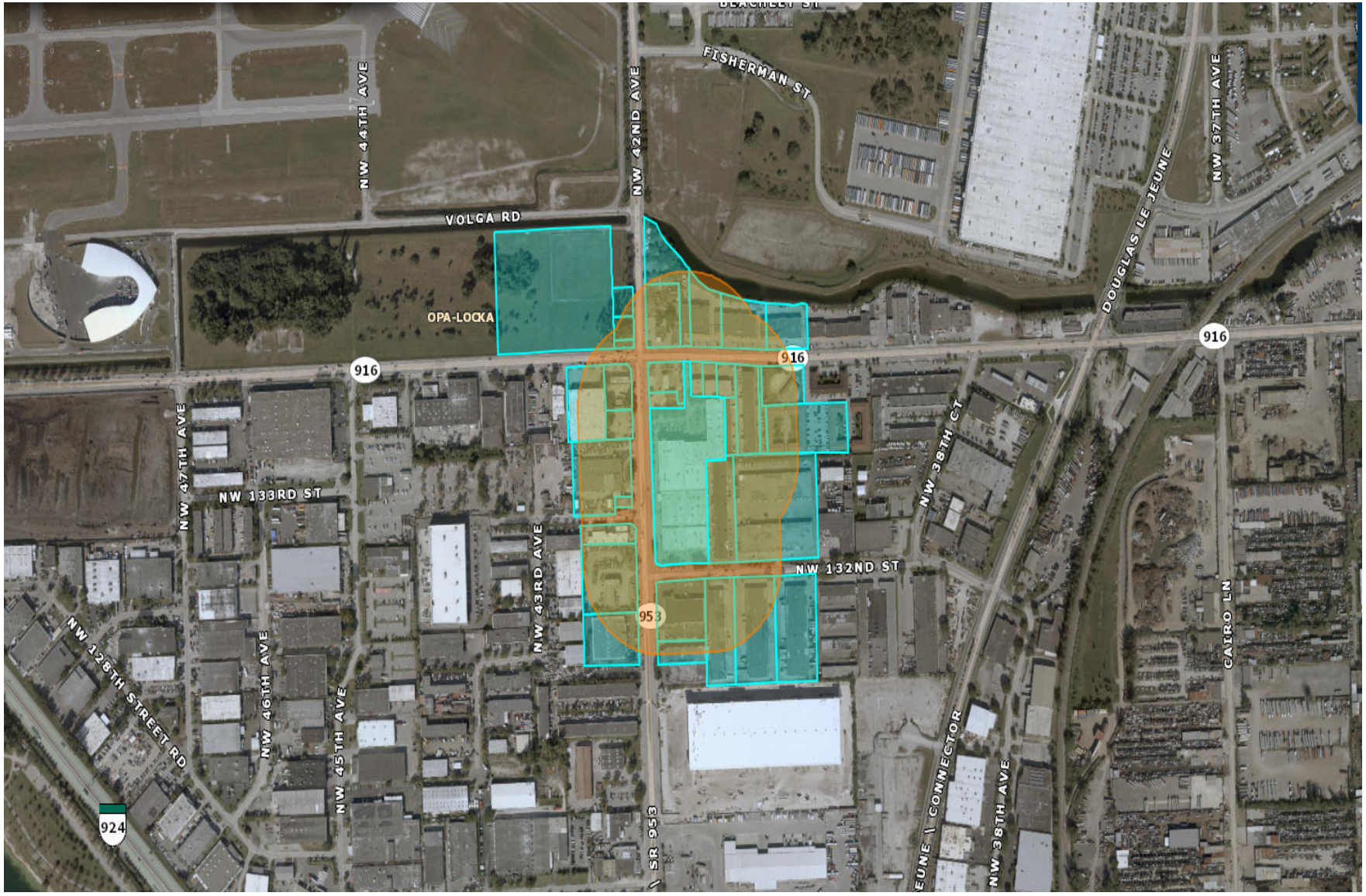
11	0821200040041	13350 LE JEUNE RD	Opa-locka	33054-4526	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	103385	1967	29 52 41 2.373 AC M/L INCOME GARDENS SEC 4 PB 31-8 PORT OF BLK 207 DESC BEG 159.96FTW OF SE COR OF N1/4 OF NW1/4 OF SEC CONT S 86 DEG W 229.15FT N 02 DEG W 330.77FT N 86 DEG E 339.11FT S 02 DEG E 250.84FT S 86 DEG W 109.84FT S 02 DEG W 80FT TO POB OR 18722-2808 0699 2
12	0821200040240	Null	Opa-locka	33054-0000	VACANT GOVERNMENTAL : VACANT LAND	12515	0	INCOME GARDENS SEC 4 PB 31-8 LOTS 39 THUR 42 INC BLK 208 LOT SIZE 12515 SQUARE FEET
13	0821290000130	4165 NW 132 ST	Opa-locka	33054-4544	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	71003	1977	29-52-41 1.63 AC M/L BEG 1750FTN & 350 FTE OF CENTER OF SEC TH N457.33FT E155FT S457.58FT W155FT TO POB LOT SIZE 71003 SQ FT OR 19487-0036-38-40-43-46 0201 6
14	0821290070030	4160 NW 132 ST	Opa-locka	33054-4511	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	103400	1974	LEJEUNE IND PARK PB 100-51 LOT 3 BLK 1 LOT SIZE 103400 SQ FT OR 19487-0036 0201 6 (3)
15	0821290120010	13290 NW 42 AVE	Opa-locka	33054-4542	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	28368	1988	NORTH DADE COMMERCIAL PARK PB 126-29 LOT 1 BLK 1 LOT SIZE 28368 SQ FT M/L OR 18291-4820 0998 4 COC 26234-2681 11 2007 5

16	0821290000086	4120 NW 135 ST	Opa-locka	33054-4612	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	11462	1991	20 29 52 .263 AC BEG 76.41FTE OF NE COR OF TR A OF PB 142-33 TH CONT E76.41FT S150.48FT W76.41FT N150.48FT TO POB LOT SIZE 11462 SQ FT F/A/U 08-2129-000-0080 OR 16296-4981 1293 1
17	0821290000081	Null	Opa-locka	33054-0000	PVT PARK -REC AREA -ROADWAY : COMMON AREA	0	0	29 52 41 1.00 AC M/L BEG 168.60FTW & 35FTS OF NE COR OF SEC TH 171.79FTW N85 DEG W78.41FT S179.73FT E250FT N173FT TO POB N/A/AS REC/AREA FOR VILLA BISCAYA JARINES CONDO
18	0821290000090	4180 NW 135 ST	Opa-locka	33054-4612	VACANT LAND - COMMERCIAL : VACANT LAND	12814	0	29 52 41 .29 AC S75FT OF N209.5FT OF W240.47FT OF NW1/4 OF NE1/4 LESS W50FT & LESS N51.89FT OF E32.05FT LOT SIZE 12814 SQ FT
19	0821290210001	Null	Opa-locka	33054-0000	REFERENCE FOLIO	0	0	LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO LEJEUNE INDUSTRIAL SITES PB 135-6 LOT 2 BLK 1 AS DESC IN OFF REC 21777-4422 LOT SIZE 33750 SQ FT F/A/U 08-2129-014-0020
20	0821200040060	Null	Opa-locka	33054-0000	VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING	21352	0	INCOME GARDENS SEC 4 PB 31-8 E40.92FT OF LOT 22 LESS S300.70F & LESS N171.63FT & S5FT LOT 29 & ALL LOTS 30 THRU 34 BLK 207 LOT SIZE 21352 SQ FT OR 15591-0312 0792 5

21	0821200000020	13505 LE JEUNE RD	Opa-locka	33054-3202	AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE	30000	1956	20 52 41 .69 AC BEG SW COR OF SE1/4 TH E ALG S/L OF SE1/4 185FT NE278FT W185FT TO W/L OF SE1/4 SW278FT TO POB LESS LEJEUNE RD & S78FT LOT SIZE 30000 SQ FT OR 14376-72 1289 3
22	0821290070040	4140 NW 132 ST	Opa-locka	33054-4511	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	103400	1974	LEJEUNE IND PARK PB 100-51 LOT 4 BLK 1 LOT SIZE 103400 SQ FT OR 19487-0036 0201 6 (3)
23	0821200040280	Null	Opa-locka	33054-0000	VACANT GOVERNMENTAL : VACANT LAND	9335	0	INCOME GARDENS SEC 4 PB 31-8 LOT 43 TO 45 INC BLK 208 LOT SIZE 9335 SQUARE FEET
24	0821200050130	4147 NW 135 ST	Opa-locka	33054-4658	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	48131	1988	S & F INDUSTRIAL SITES PB 130-7 LOT 13 BLK 1 LOT SIZE 48131 SQ FT OR 20220-4623 0202 5 (5)
25	0821200050091	4097 NW 135 ST	Opa-locka	33054-4615	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	52082	1988	S & F INDUSTRIAL SITES PB 130-7 LOT 9 & 10 BLK 1 LOT SIZE 52082 SQ FT OR 20220-4623 0202 5 (5)
26	0821290000087	4130 NW 135 ST	Opa-locka	33054-4612	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	11462	1991	20 29 52 41 .26 AC BEG NE COR OF TR A OF PB 142-33 TH E76.41FT S150.48FT W76.41FT N150.48FT TO POB LOT SIZE 11462 SQ FT F/A/U 08-2129-000-0080

27	0821200040150	Null	Opa-locka	33054-0000	VACANT GOVERNMENTAL : VACANT LAND	363000	0	INCOME GARDENS SEC 4 PB 31-8 LOT 19 TO 22 INC BLK 208 LOT SIZE IRREGULAR
28	0821290090001	4050 NW 135 ST	Opa-locka	33054-0000	REFERENCE FOLIO	0	0	VILLA BISCAYA JARDENES CONDO PHASE 2 - DESC 29 52 41 2.48AC M/L BEG 1413.55FT W & 440FT S OF NE COR SEC TH W466FT N232FT E466FT S232FT TO POB
29	0821290160010	13449 NW 42 AVE	Opa-locka	33054-4513	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	249163	1977	AVANTI PB 142-33 T-17646 TR A LOT SIZE 5.72 AC M/L F/A/U 08-2129-000-0083 & 0160
30	0821290000100	4190 NW 135 ST	Opa-locka	33054-4631	SERVICE STATION : SERVICE STATION - AUTOMOTIVE	28241	1969	29 52 41 .65 AC E190.47FT OF W240.47FT OF N186.39FT OF NE1/4 LESS S51.89FT OF W208.42FT & S8FT OF E205.47FT OF W240.47FT OF SE1/4 OF SEC 20-52-41 OR 18402-3736 1298 1
31	0821290000084	4110 NW 135 ST	Opa-locka	33054-4612	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	16002	1991	20 29 52 41 .367 AC BEG 152.82FTE OF NE COR OF TR A OF PB 142-33 TH CONT E106.67FT S150.48FT W106.67FT N150.48FT TO POB LOT SIZE 16002 SQ FT F/A/U 08-2129-000-0080
32	0821200040180	Null	Opa-locka	33054-0000	VACANT GOVERNMENTAL : VACANT LAND	18920	0	INCOME GARDENS SEC 4 PB 31-8 LOTS 33 THRU 38 INC BLK 208 LOT SIZE 18920 SQUARE FEET

33	0821200040100	13300 LE JEUNE RD	Opa-locka	33054-4505	RESTAURANT OR CAFETERIA : RETAIL OUTLET	5490	1973	INCOME GARDENS SEC 4 PB 31-8 LOTS 45 & 46 LESS E15FT BLK 207 LOT SIZE 5490 SQ FT COC 24544-3346 04 2006 1
34	0821200000021	4175 NW 135 ST	Opa-locka	33054-4659	AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE	57064	1984	20-52-41 1.31 AC E205.47FT OF W240.47FT OF SW1/4 OF SW1/4 OF SE1/4 LYING S OF OPA LOCKA CANAL LESS W185FT OF S 278FT THEREOF LOT SIZE 96703 SQUARE FEET OR 13768-3605 0788 1
35	0821290120020	13200 NW 42 AVE	Opa-locka	33054-4542	AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE	90000	1991	NORTH DADE COMMERCIAL PARK PB 126-29 LOTS 2 THRU 5 BLK 1 LOT SIZE 90000 SQ FT OR 19576-2767 0301 1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