CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, February 12, 2025
7:00 PM

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

City Commission
Mayor John H. Taylor, Jr.
Vice Mayor Joseph L. Kelley
Commissioner Dr. Sherelean Bass
Commissioner Natasha L. Ervin
Commissioner Luis B. Santiago

Appointed Officials
Interim City Manager Sha'mecca Lawson
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
February 12, 2025
7:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Award Presentation to Retired Employee Ronnie King

Special Award Presentation by Commissioner Dr. Sherelean Bass
Recognizing Alex Van Mecl for his significant contributions to the preservation of Opa-locka's History and the inspiring presentation at the Opa-locka Old Train Station Museum highlighting Opa-locka's Black History

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Due to technical difficulties, the Regular Commission Meeting Minutes of January 22, 2025 will be submitted for approval at the next regular commission meeting

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

10. PUBLIC PRESENTATIONS:

A Moment in Black History

Devan Vilfrard, Legislative Aide
Office of Senator Shevrin Jones, District 34
Ref: Legislative Update

Dr. Willie Logan, President
Ten North Group
Ref: Florida Museum of Black History and Amendment to the Live Local Act

Rachel Badilla, LCSW Executive Director
Heal Grow Thrive
Ref: Mental Health Services

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. TO REPLACE THE BASKETBALL COURTS AT INGRAM PARK, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK SOURCEWELL CONTRACT #FL-R7-GC-092524-TCI WITH TEAM CONTRACTING, INC. FOR QUALIFIED PROFESSIONAL GENERAL CONSTRUCTION SERVICES (SOURCEWELL IFB #FL-092524), AND ENTER INTO AN AGREEMENT WITH TEAM CONTRACTING, INC. FOR PHASE II OF THE REHABILITATION, ADDITION AND REPLACEMENT OF THE CITY'S GATEWAY ENTRY SIGNS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-FOUR THOUSAND DOLLARS ($284,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING AND ENTER INTO A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF ADMINISTRATION FOR TREE MAINTENANCE WITHIN THE DOWNTOWN AREA OF THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A SUBORDINATION AGREEMENT, ATTACHED HERETO, BETWEEN THE CITY OF OPA-LOCKA, THE OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC D/B/A TEN NORTH GROUP, AND THE INTERNATIONAL FINANCE BANK (IFB); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A THIRD 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 REVISE COMPLETION DATES OF THE BASIN NO. 7 – UTILITY PENDING CORRECTION ACTION PLAN (APPENDIX NO. 3); PROVIDE AN UPDATE ON THE CITY'S SANITARY SEWER MODEL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO REJECT ALL BIDS FOR REQUEST FOR QUALIFICATIONS (RFQ) 24-1007200 FOR AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF TOWN CENTER O-L I, LLC V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager and City Attorney*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CONDUCT A FEASIBILITY STUDY FOR A COMMERCIAL VEHICLE ENFORCEMENT UNIT, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER, 2025, IN THE FISCAL YEAR 2024-2025 BUDGET, FOR THE CITY'S FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CONDUCT A FEASIBILITY STUDY FOR THE REHABILITATION OF THE TIMOTHY HOLMES PARK LOCATED AT GLORIETA GARDENS APARTMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS, CITY EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK AND HAVE CODE ENFORCEMENT FUNCTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Clerk*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL**

AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Ervin*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).** *Sponsored by Interim City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).** *Sponsored by Commissioner Santiago*

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132)(A), ENTITLED "CALLING AND NOTICE"; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED "ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER"; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED "CONE OF SILENCE"; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED "RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION"; ARTICLE V, SECTION 13-102(A), ENTITLED "SALE OF SEIZED MACHINE; DISPOSITION OF MONIES"; ARTICLE III, SECTION 19-29(B), ENTITLED "PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM"; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED "EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES", TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER**

PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025). *Sponsored by City Clerk*

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).** *Sponsored by Interim City Manager*

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART 77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).** *Sponsored by Interim City Manager*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.
Update on the city's Financial Oversight and 99 Findings by Interim City Manager Sha'mecca Lawson
City of Opa-locka Board presentation by Interim City Manager Sha'mecca Lawson and City Clerk Joanna Flores

20. OFFICIAL BOARD APPOINTMENTS:

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

Civil Service Board
1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Santiago)
1 Individual appointment (Vice Mayor Kelley)

Community Relations, Recreation and Activities Advisory Board
1 Individual appointment (Commissioner Santiago)
1 Individual appointment (Vice Mayor Kelley)
1 Individual appointment (Mayor Taylor)
1 At-large appointment

Historic Environmental Preservation Board
5 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 Santiago)
1 individual appointment (Vice Mayor Kelley)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **The City of Opa-locka Mayor & Commission presents Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, Monday, February 10, 2025, at 6:00 PM, 15000 NW 27 Avenue, Opa-locka, Florida.**

2. **City of Opa-locka Mayor & Commission presents Couples Bingo Night, Friday, February 14, 2025 at 6:00 p.m. Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida 33054.**

3. **The City of Opa-locka Mayor & Commission presents a Town Hall Meeting, a community discussion about your thoughts, feelings, opinions and suggestions on the development of 1700 Service Road, Thursday, February 20, 2025 at 6:00 p.m., Helen L. Miller Center, 2331 NW 143rd Street, Opa-ocka, Florida.** *Hosted by Commissioner Natasha L. Ervin*

4. **The City of Opa-locka Mayor & Commission in partnership with Feeding South Florida invite you to a Monthly Community Food Distribution, Friday, February 21, 2025 from 10:00 a.m. - 1:00 p.m., while supplies last, Segal Park, 2331 NW 143 Street, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley*

5. **City of Opa-locka Mayor & Commission present Florida Licensing on Wheels, Friday, February 21, 2025 from 9:00 a.m. - 1:00 p.m., Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida. Please call to schedule your appointment 305.953.2868 Ext. 1105. APPOINTMENT REQUIRED** *Hosted by Vice Mayor Joseph L. Kelley*

6. **City of Opa-locka Mayor & Commission in partnership with Intentional Impact presents Community Chess Monthly Challenge, Saturday, March 1, 2025 from 12:00 p.m. - 1:30 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Dr. Sherelean Bass*

7. **City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, Wednesday, March 5, 2025 from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. While supplies last; first come first serve basis.** *Hosted by Vice Mayor Joseph L. Kelley*

8. **SAVE THE DATE - City of Opa-locka Seniors on the Move A Night Under the Stars Prom Night, Friday, April 25, 2025 from 6:00 PM - 11:00 PM. For more information, please contact Diane Darden, Seniors Coordinator at 786.635.9090.**

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

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. TO REPLACE THE BASKETBALL COURTS AT INGRAM PARK, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a high use of the Parks and Recreation facilities within the City of Opa-locka ("City"); and

WHEREAS, after evaluating the condition of the basketball courts at Ingram Park, it has been determined that the basketball courts have suffered significant wear and tear and are in need of replacement; and

WHEREAS, the Interim City Manager recommends undertaking this Project to enhance the park's appearance, as well as improve playability of the courts; and

WHEREAS, the Interim City Manager further recommends that this project be carried out by piggybacking the City of Miami IFB 1115382 contract for Pavement Resurfacing Services and accepting the proposal, attached hereto as Exhibit "A", from H&R Paving, Inc. for the replacement of the basketball courts at Ingram Park, in the amount not to exceed Fifty Thousand Dollars ($50,000.00); and

WHEREAS, this Project is being funded by a Fifty Thousand Dollars ($50,000.00) non-matching grant from the Florida Recreation Development Assistance program; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc. for pavement resurfacing services (attached as Exhibit "B"), pursuant to its Invitation for Bid (IFB) No. 1115382(28), for a three year period commencing March 22, 2021 through March 21, 2024. The agreement was subsequently renewed by the parties for a new contract end date of March 21, 2026; 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 City of Miami contract with H&R Paving 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 the replacement of the basketball courts at Ingram Park, as provided herein, in an amount not to exceed Fifty Thousand Dollars ($50,000.00).

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback the City of Miami contract with H&R Paving 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 the replacement of the basketball courts at Ingram Park, in an amount not to exceed Fifty Thousand Dollars ($50,000.00).

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, 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 _____, 2025.

_____
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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**	Adelina Gross			
Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**	Sha'mecca Lawson			
Commission Meeting Date:	2.12.2025		**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	Interim City Manager		**Department:**		Capital Improvement			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI'S CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC TO REPLACE THE BASKETBALL COURTS AT INGRAM PARK.

Staff Summary:

Citywide there is a high use of the Parks and Recreation facilities. After evaluating the condition of the basketball courts at Ingram Park , it has been determined that the courts have suffered significant wear and tear and requires replacement. It is essential to protect the welfare of the community

utilizing the City's parks. Therefore, hazard-free equipment and surfaces that are equally functional and comfortable will ensure residents are able to safely enjoy these facilities.

City Administration is seeking approval to piggyback the City of Miami's contract with H&R Paving, Inc. to replace the basketball courts at Ingram Park

The project will include the removal, regrading, leveling and replacement of the existing asphalt courts with a new asphalt-colored sport field painted surface and restoration of the surrounding landscape.

Financial Impact- The Ingram Park basketball court restoration project is included in the FY 25 adopted budget. This is being funded by a $50,000 non-matching grant from the Florida Recreation Development Assistance program (FRDAP) allocated to account 44-541848.

Proposed Action:

Staff recommends the City Commission authorizes the Interim City Manager to piggyback the City of Miami's contract with H&R Paving, Inc. for the replacement of the basketball courts at Ingram Park.

Attachment:

City of Miami IFB# 1115382(28)
H&R Paving Proposal- Ingram Park Basketball Courts
Geotechnical Survey
Aerial View-Ingram Park Basketball Court

CITY OF OPA-LOCKA AGREEMENT FOR INGRAM PARK BASKETBALL COURTS REPLACEMENT SERVICES

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

This Agreement is made this ____ day of _____, 202, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the **"City"),** and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the **"Contractor").**

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Ingram Park Basketball Courts Replacement Services, within the City (the "Project"); and

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

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

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

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21,2026, unless terminated earlier by its terms.

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

Section 3. Scope of Work

The following provisions are included:

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

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

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default

and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein,made for the benefit of the City, and incorporated herein.

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

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

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

For City: Sha'mecca Lawson, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

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

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.

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 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.

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

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Opa-Locka

By:_____
Sha'mecca Lawson, City Manager

Date:_____

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

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

By:_____
Joanna Flores, City Clerk

CONTRACTOR:
H&R Paving, Inc.

By: _____ Witness: _____

_____ _____
PRINT NAME

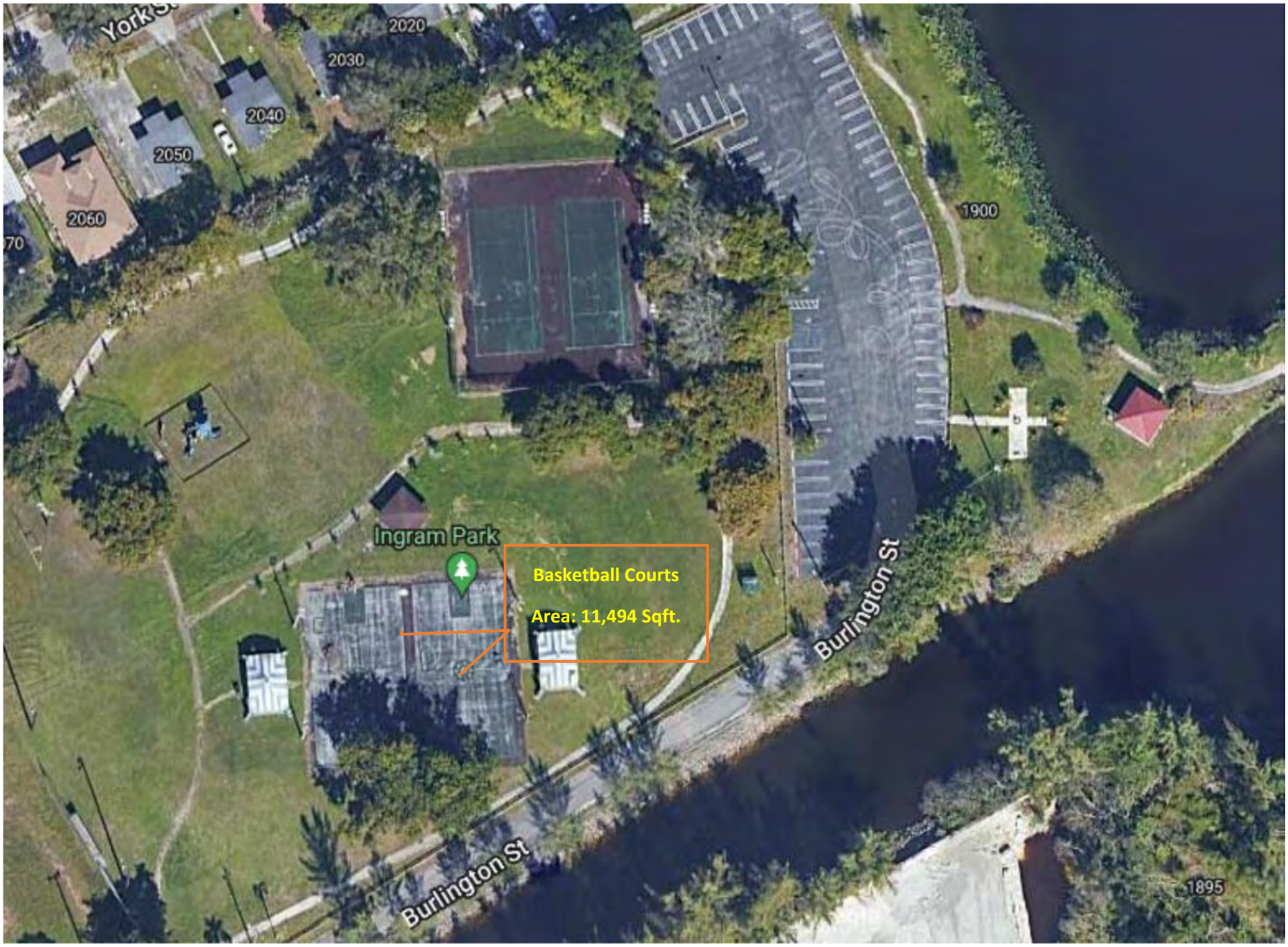
Date:_____

_____
TITLE

Date:_____

EXHIBIT “A”

Ingram Park Aerial View



REPORT OF
GEOTECHNICAL EXPLORATION

PROPOSED BASKETBALL & TENNIS COURTS
INGRAM PARK
2100 BURLINGTON STREET
CITY OF OPA-LOCKA, FLORIDA 33054

FOR

2 + ARCHITECTS
260 ANDALUSIA AVENUE
CORAL GABLES, FLORIDA 33134
ATTENTION: MS. PAOLA A. CASTANO, AAIA

PREPARED BY

TASK LABORATORIES, INC.
14241 S.W. 140TH STREET
MIAMI, FLORIDA 33186

PROJECT NO.: T2022-094

JUNE 2022

TASK LABORATORIES, INC.
14241 SW 140 Street, Miami, Florida 33186 (305) 235 – 5355 Fax: (305) 235-8353

June 15, 2022

Ms. Paola A. Castano, AAIA
2 + Architects, Inc.
260 Andalusia Avenue
Coral Gables, Florida 33134
Phone: 305-619-3277 Email: pcastano@2plus-architects.com

Subject: Report of Geotechnical Exploration
Basketball & Tennis Courts - Ingram Park
2100 Burlington Street
City of Opa-Locka, Florida

Dear Ms. Castano,

Task Laboratories, Inc. has performed a geotechnical exploration for the proposed basketball and tennis courts to be located in Ingram Park. This work was performed in accordance with our proposal dated December 7, 2022 and authorization issued from your office dated March 11, 2022. The purpose of this exploration was to obtain information concerning the subsurface conditions in order to provide site preparation and foundation design recommendations for support of the proposed construction. This report presents our findings and recommendations.

PROJECT INFORMATION

The site of the referenced project is located within Ingram Park, in the City of Opa-Locka Miami-Dade County, Florida. Based on our review of the information provided by Park & Recreation Department and subsequent telephone conversations with the project manager of this project Mr. Carlos Gonzalez of Park & Recreation Department, we understand that the plans for this project include the construction of two new basketball & tennis courts within Ingram Park. Also, as part of this project associated accessible rout and walkways will also be constructed.

The site conditions were observed by a representative from our office during the field exploration. The observations indicated that there are two existing paved basketball and tennis courts, recreational area with surface grass currently on the site adjacent to the area of the proposed construction as well as some trees, landscaping areas, and driveways and parking areas. It is our understanding that the proposed courts would be constructed in the vacant portion of the field where currently existing courts located, as shown on the attached sketch.

Final grade elevations are not known at this time; however, we anticipate that elevations will remain within one to two feet of existing elevations. We note that if any of our understandings or assumptions are incorrect, we should be notified immediately so that we may amend our recommendations accordingly.

GENERAL SUBSURFACE SOIL CONDITIONS

Subsurface Soil Exploration

The exploration of subsurface conditions included site observation and Standard Penetration Test borings (ASTM D-1586) were performed on June 2 & 15, 2022. In order to explore the subsurface conditions at the site, four (4) Standard Penetration Test (SPT) borings were performed to depths of twenty (20) feet below the prevailing ground surface. The number of successive blows required to drive the sampler into the soil constitutes the test result commonly referred to as the "N" value. The "N" value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive soils.

The locations of the test borings are indicated on the attached Test Boring Location Plan. Individual test boring reports are presented in the Appendix of this report. The boring locations were established in the field using approximate methods; namely, a measuring wheel and available surface controls.

Test Boring Results

The appended boring logs present information and descriptions of the subsurface conditions at each specific test boring location. In general, the review of the boring log indicated a 2 to 6 inches surface layer of asphalt pavement with base course limerock, and coarse to fine sand with little porous limestone fragments to a depth of 3 feet below existing grade followed by medium dense quartz fine sand to a depth of approximately 10 feet below existing grade elevation underline by quartz fine sand with various proportion of rock particles to a depth of twenty (20) feet, which was the maximum depth explored.

A detailed description of the soil/rock profile is presented in the test boring records provided in the Appendix. The Standard Penetration Test N-values are used to evaluate the relative density of granular soils. The correlation of penetration resistance with relative density is presented in the Soil Classification Criteria attached in the Appendix.

Groundwater Information

The immediate groundwater level was measured at the boring location at the time of drilling. The groundwater level was encountered at depths in the range of approximately 4.5 feet to 5.5 feet below the existing ground surface. Please review the paragraphs presented below regarding water table information and accuracy.

ANALYSIS AND RECOMMENDATIONS

Geotechnical Site Suitability

Based on the results of the boring performed for this project, it is our opinion that the foundation soils may be prepared using conventional site preparation and compaction techniques shallow foundations can be used for support of the proposed structures. There are existing structures in the vicinity of the proposed structure; therefore, consideration must be given to vibrations and excavations as part of the new construction.

Upon completion of the recommendations provided in this report, it is our opinion that the site will be buildable using conventional shallow foundations and conventional construction for building and pavement structures. The foundations for the one to three story buildings should be based on the existing limestone formation or compacted structural fill.

The following sections present design criteria for foundations and our recommendations for site preparation and foundation construction.

Foundation Design

Once the site is prepared in accordance with the recommendations presented in this report, the site may be developed with the proposed basketball and tennis courts and associated pathways, however, courts may construct using a shallow mat foundation system bear on the 12 inch thick well compacted limerock/structural fill and proportioned for an allowable bearing pressure of ***2,500 pounds per square foot*** (psf). Once plans are more finalized for the proposed construction, we should review the plans to determine whether additional details or changes to our recommendations are warranted.

A representative from Task Laboratories should be present at the site to observe that the subsurface conditions are as we have discussed herein, and that the foundation construction activities are in accordance with our recommendations.

To provide adequate factor of safety against a shearing failure in the sub soils, the bottoms of conventional spread footings should be based not less than 24 inches below final grade. We recommend a minimum width of 18 inches for continuous footings and 30 inches for individual footings, even though the soil bearing pressure may not be fully developed in all cases.

The shallow foundations should be designed and constructed in accordance with the Florida Building Code. The following sections present design criteria for foundations and our recommendations for site preparation and foundation construction.

All work should be completed in accordance with applicable building codes, other regulations as appropriate, and good standard local practice. We recommend that a vapor barrier be placed between the soil and concrete slab on grade and ramp. We also recommend that the project structural engineer must design sufficient steel reinforcement within the slab and foundation system. The foundations should also be designed to resist wind uplift pressure as well as hydrostatic pressure due to the normal water table level and storm events.

Based on the soil borings information and project information provided, it is our opinion that a modulus of sub-grade reaction "K" value of approximately 125 ponds-per-square-inches, per inch of deflection (pci), may be used in the design of the foundation system. If a minimum of 6 inches of compacted crushed limerock is placed immediately beneath the side walk and foundation, it is our opinion that the modulus value may be increased by 50 pci. However, after the preparation of floor subgrade the design value of a modulus of subgarde reaction shall be verified by Geotechnical Engineer.

Modulus of Subgrade Reaction "K"

Based on the soil borings information and project information provided, it is our opinion that a modulus of sub-grade reaction "K" value of approximately 100 pounds-per-square-inches, per inch of deflection (pci), may be used in the design of the foundation system. If a minimum of 6 inches of compacted crushed limerock is placed immediately beneath the basketball & tennis courts, sidewalk and foundations, it is our opinion that the modulus value may be increased by 50 pci. However, after the preparation of floor subgrade the design value of a modulus of subgarde reaction shall be verified by Geotechnical Engineer.

Foundation Settlement

Shallow foundations designed and constructed in accordance with the recommendations of this report are estimated to sustain a maximum long-term total settlement of less than approximately one inch. Settlement of the foundations will occur as an elastic response of the soil to the building loads applied. In this case, nearly all of the settlement of the foundations due to dead loads is expected to take place during construction. The portion of the settlement due to the live load of the structure will generally take place soon after the first application of this load.

Differential settlement between adjacent foundations should be approximately one-half of the total settlement. Distortions that occur along the wall footings due to differential settlement should not be more than 1 in 500.

Floor Slab

It is our opinion that if the floor slab system is required to be constructed as a slab on grade, the existing soil is suitable to support the proposed floor slab, however, slab on grade shall be constructed over 4 inch thick layer of clean sand followed by backfilled 12 inches thick crushed limerock or any other structural fill compacted 95% of the proctor maximum dry density as described in the basketball and tennis courts as well as under site and foundation preparation of this report. In this case we recommend that the procedures described under the "Site Preparation" section of this report be used to prepare the floor slab subgrades.

We recommend that a vapor barrier be placed between the soil and concrete. We also recommend that at a minimum, a reinforcing steel mesh be placed for tensile support in the middle of the slab on grade.

Pavement Design Recommendations – Basketball & Tennis Courts and Paved Walkways

Playing courts, parking with drive areas and paved walkway may be constructed both using semi-rigid concrete and or semi-flexible asphaltic concrete as per following recommendations;

Semi Rigid Concrete Pavement

The proposed basketball & tennis courts and sidewalk pavement is understood to be semi-rigid concrete section. Upon completion of the backfill operations as described above, the following will apply within the sidewalk areas.

A stabilized subgrade having a minimum LBR of 40 shall be placed to a depth of at least 12 inches below the base course. The base course should have a minimum LBR of 100 and may range from 6 inches to 8 inches. The minimum 12 inches of stabilized subgrade should be compacted to an equivalent density of 98 percent of the modified Proctor maximum dry density. The base material should be compacted to 98 percent of the modified Proctor maximum dry density. The base course should also have a minimum carbonate content of 70%.

Semi-flexible asphaltic concrete

Upon completion of the above area specific site preparation procedures, the following would apply within proposed pavement areas, if the proposed basketball & tennis courts parking spaces with drive areas and sidewalk pavement. The proposed pavement structure is understood to be semi-flexible asphaltic concrete. For typical pavement section construction in this area, a stabilized subgrade having a minimum Limerock Bearing Ratio (LBR) of 40 shall be placed to a depth of at least 12 inches below the base course. The base course will range from 6 to 8 inches within parking stall areas to 8 inches within drive areas and should have a minimum LBR of 100.

The minimum 12 inches of stabilized subgrade and base course should be compacted to a density of at least 100 percent of the modified Proctor maximum dry density. The base material should be compacted to 98 percent of the modified Proctor maximum dry density. The base course should also have a minimum carbonate content of 70%.

We can provide more detailed pavement design recommendations including material types and thicknesses if needed. A civil engineer should also provide input concerning the final pavement design.

We suggest that the Geotechnical Engineer inspect and approve all foundation bearing surfaces and sub-grades prior to placement of reinforcing steel, concrete or asphaltic pavement.

CONSTRUCTION RECOMMENDATIONS

Site Preparation - General

The development area should be stripped and cleared of existing asphalt pavement, surface vegetation, organic or root laden topsoil, and grubbed of roots, shrubs and stumps including mature trees that interfere with the construction of proposed courts. The surficial organic soils, any unsuitable soils, and demolition debris will need to be completely removed to a lateral distance of at least 2 feet beyond the footprint limits where practical. The organic soils may be placed in landscaped areas or should be removed from the site. Where removal creates excavations below the final proposed grade, the excavations should be brought to final grade with compacted fill.

After stripping is completed and demolition debris has been removed, and upon approval by a representative of **Task Laboratories**, Inc., the structure area should be leveled and densified prior to placement of new fill. Densification of the soils should be performed within the proposed courts footprints plus a 2-foot wide perimeter extending beyond the outside lines of the structure where practical. The in-situ densification should be accomplished by surface rolling from the stripped grade using a self-propelled vibratory compactor which imparts a dynamic drum force of at least 10,000 pounds.

Densities equivalent to at least 95 percent of the modified proctor maximum dry density (ASTM-D1557) should also be achieved to a depth of at least 12 inches below the compacted surface. A representative of **Task Laboratories** should monitor the excavation and compaction operations to verify the site is properly undercut and compacted. If the soils consist of a mix of sand and limestone, the structure areas should be leveled and densified prior to placement of new fill

After the removal of existing topsoil, vegetation and other deleterious materials from the structure area, a determination should be made by **Task Laboratories** whether compaction of the existing soils are needed.

Where removal creates excavations below the final proposed grade, the excavations should be brought to final grade with structural fill compacted to a minimum 98% of the maximum modified Proctor dry density. A representative of **Task Laboratories** should monitor the excavation and compaction operations to verify the site is properly undercut/fill and compacted.

Fill Placement

Any additional new fill material required to attain finished floor grade shall be a suitable, free-draining material, defined as that which meets the requirements of ASTM D-2487 Unified Classifications GW, GP, GP-GM or SW, containing no more than 2% organic matter and with no debris. This fill material underneath the building slab must be extended at least five (5) feet beyond the exterior of the foundation and shall be placed in lifts not exceeding 12-inches in loose thickness, with each lift compacted to a least 95% of maximum density as determined by AASHTO T-180 and ASTM D-1557. Site soils compacted to 85% of their modified Proctor density may be used for landscape-area fill material.

New fill materials must be placed under engineering supervision of a Geotechnical Engineer from our office. The fill should be inorganic granular soils free from deleterious materials and approved by our firm. The fill should be placed in lifts of no greater than 12 inches thick, and each lift should be compacted to 98% of the maximum dry density as determined by the Modified Compaction Test (ASTM D1557). In restricted areas where a small compactor must be used, the lift thickness should be reduced to 6 inches, as directed by the inspecting Geotechnical Engineer. Backfill placed adjacent to the foundations and grade beams should be compacted to at least 98% of the ASTM D-1557 maximum dry density.

Prior to initiating compaction operations, representative samples of the structural fill material to be used and acceptable in-place soils should be collected and tested to determine their compaction and classification characteristics.

The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable

Soil Parameters

Estimated design geotechnical soil parameters were developed from the results of the test borings. The following table summarizes our recommendations for the soil parameters and the lateral active and passive pressure coefficients to be utilized for construction. The design of the support system shall include hydrostatic pressure acting behind the wall at the highest anticipated water level during construction, and/or design life of the structure. The table is based on visual classification, empirical relationships and our experience with similar soil conditions.

SUMMARY OF DESIGN GEOTECHNICAL PARAMETERS

Soil Description	Estimated Unit Weight (pcf)		Estimated Angle of Internal Friction (Degrees)	Soil Pressure Coefficient		Lateral Sliding Coefficient of Friction	Lateral Bearing Pressure Psf/ft of depth
	Ysat	Ysub		Active (Ka)	Passive (Kp)		
fine SAND from 0'-0" to 8'-0"	110	47	28.0	0.33	3.00	0.30	150
Coarse to fine SAND with little soft Limestone from 10'-0" to 20'-0"	115	52	30.0	0.32	3.15	0.30	150

Foundation Construction

Following building pad construction and site preparation as discussed above, the foundation area should be excavated and the footings formed. As mentioned previously, the foundations should be based on the existing limestone formation or compacted structural fill. A Geotechnical engineer from this office should inspect the excavation bottom to verify the integrity of the limestone. If pockets of loose or soft soils or solution features in the form of slots or chimneys are found in the carbonate rock formation, they should be excavated to a depth of three (3) times the feature width or diameter and backfilled with lean concrete.

Where possible, pour footing concrete directly against excavation side walls. The footings shall contain at least the minimum reinforcing steel as per applicable codes and standards. If the footing bearing materials become disturbed due to surface water resulting from precipitation and runoff, the unsuitable and disturbed soils should be overexcavated and replaced with compacted granular fill meeting the above compaction requirements.

Groundwater Control

We anticipate that groundwater level will be encountered at depths in the range of approximately of 4.5 to 5.5 feet below the existing ground surface and therefore we do not anticipate groundwater control for foundation construction less than 3 feet at this site, except where the bottom of footings extends below the water table, which is in this case temporary dewatering with well points may be required.

If dewatering is required due to heavy rainfall conditions or temporarily perched water**,** the contractor may dewater the excavated area to keep the subgrade dry by sump pumping located in ditches/pits or other necessary methods so that the groundwater level is maintained at the bottom of the excavation. If dewatering is necessary, we should be notified to evaluate the effects that may be imparted to the existing adjacent structure.

Excavation Requirements

Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements. Materials removed from any excavation should not be stockpiled immediately adjacent to the open excavation as this load may cause a sudden collapse of the sidewalls.

In October of 1989, as published in the Federal Registrar, Volume 54, No. 209, the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its; "Construction Standards for excavations, 29CRF part 1926, subpart P". It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom.

GENERAL INFORMATION

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

A representative number of in-place field density tests should be performed in the compacted existing soils and in each lift of structural fill or backfill to confirm that the required degree of compaction has been obtained.

We suggest that the Geotechnical Engineer inspect and approve all foundation bearing surfaces and floor subgrades prior to placement of reinforcing steel, concrete or pavement.

The vibratory compaction equipment will cause vibrations that could be felt by persons within adjacent marina and may cause cosmetic damage to the structures. The contractor should exercise due care during performance of the vibratory compaction work.

Excavations of five feet or more in depth shall be sloped or shored in accordance with OSHA and State of Florida requirements.

The assessment of the site environmental conditions or the presence of pollutants in the soil, rock or groundwater of the site is beyond the proposed scope of this exploration. If you desire, ***Task Laboratories, Inc.***, can perform an environmental assessment of the project site.

Changes in the submitted project details or the discovery of any site or varying subsurface conditions prior to and/or during construction which deviate from the data obtained in this exploration should be immediately reported to us so that the condition or change can be evaluated and appropriate action taken. We request the opportunity to review the final plans and specifications to assure that the intent of the recommendations of this report is properly interpreted and incorporated.

Our client for this geotechnical evaluation was:

2 + Architects, Inc.
260 Andalusia Avenue
Coral Gables, Florida 33134

Attention: Ms. Paola A. Castano
Phone: 305-619-3277 Email: pcastano@2plus-architects.com

This report is prepared exclusively for the uses of client, other members of the design & construction team and governmental authorities for specific application to this project at the above referenced site. The conclusions provided by ***Task Laboratories, Inc.***, are based solely on the information presented in this report. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

The recommended construction phase inspection by the Geotechnical Engineer will provide continuity in the implementation and interpretation of the recommendations contained in this report. For this reason, we believe that this inspection service should be provided by ***Task Laboratories, Inc.*** we would also like to offer our services for quality control testing and inspection of proposed construction, i.e. foundation and pavement subgrades, foundation bearing surface, soils, concrete, steel and roofing materials.

We appreciate the opportunity to provide these services for you and look forward to continuing working on this project. If we can be of any further assistance with the design or construction services, or if you need additional information, please feel free to contact us at your convenience.

Sincerely,
TASK LABORATORIES, INC.



Muhammad Irshad, EIT, BN
Structural / Geotechnical Engineer
Certified Building Inspector - BN 2789

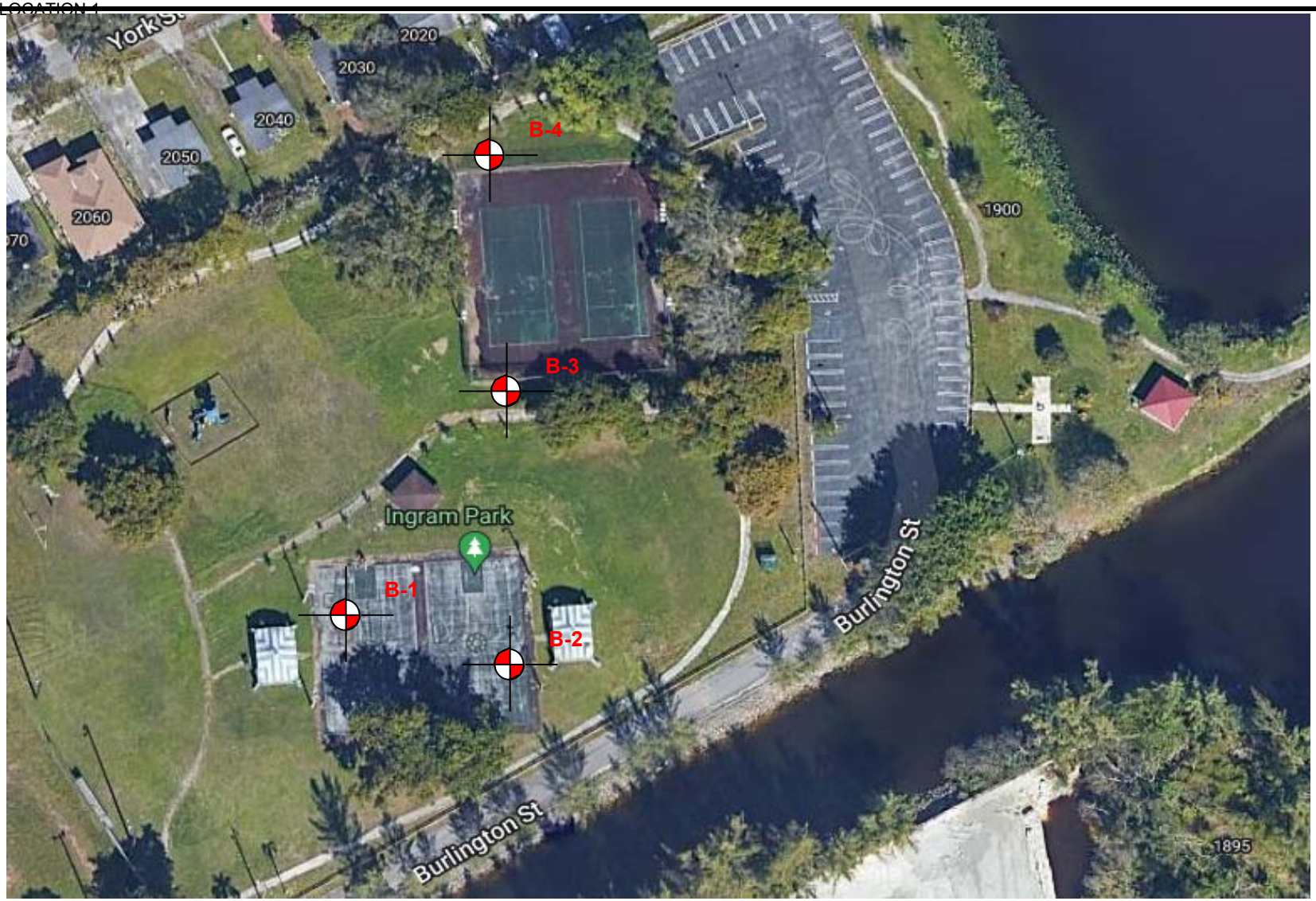
Aamir A. Ghori, P.E., S.I.
Director Engineering
Florida Registration No. 55538
Certified Special Inspector No. 7013531

Attachments:
Test Boring Location Plan
Test Boring Reports (B-1, B-2, B-3 & B-4)
Soil Classification Criteria
Limitations of Liability

T2022-094_2 plus Architects_Paola Castano_Ingram Park Courts_2100 Burlington Str Opa-Locka_Geotech Report

TASK JOB NO.: T2022-094 BY: MI CHECKED BY: A. Ghori DATE: Jun-2022

E:\TASK LABORATORIES_DATA\Task Geotech Report\T2022-094_2 plus Architects_Paola Castano_Ingram Park Courts_2100 Burlington Str Opa-Locka_Geotech\Boring Location PlanBORING LOCATION 1



Approximate Boring Location

Based on information/plans/drawings provided by: By Ms. Paola Castano

NORTH

PROJECT: Basketball & Tennis Courts -Ingram Park **LOCATION:** 2100 Burlington Street, City of Opa-Locka, F	**BORING LOCATION PLAN**	**TASK LABORATORIES, INC.** 14241 SW 140 Street, Miami, Florida 33186 (305)235-5355 Fax: (305)235-8353 Figure 1

TASK LABORATORIES, INC.

14241 S.W. 140 Street, Miami, Florida 33186 (305) 235-5355 Fax: (305) 235-8353

TEST BORING REPORT

Client	**2 + Architects, Inc.**	Test No.	**T2022-094**
Address	260 Andalusia Avenue, Coral Gables, Florida 33134	Report No.	**1**
Project	**Basketball & Tennis Courts - Ingram Park**	**Hole No.**	**B - 2**
Address	2100 Burlington Street, City of Opa-Locka, Florida 33054	Date	**6/11/2022**
Location	Southeast corner of the basketball courts, for boring location also see attached sketch	Driller	**T.H. & R.S.**

Depth (feet)	DESCRIPTION OF MATERIALS	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	0'-0" to 0'-2" existing asphalt		25	17		
2	0'-2" to 1'-0" Light tan crushed LIMEROCK and coarse to fine sand (Backfilled Material)	1	15	17	32	
3	1'-0" to 3'-0" Dark brown SAND with little porous limestone fragments		20	20		
4	3'-0" to 8'-0" Dark to light gray dense quartz fine SAND	2	7	18	27	
5			27	22		
6		3	33	46	55	
7			57	21		
8		4	27	24	48	
9	8'-0" to 13'-0" Gray to dark brown dense quartz fine SAND		10	24		
10		5	27	35	51	
11			26	28		
12		6	21	20	49	
13			21	23		
14	13'-0" to 20'-0" Light gray dense quartz fine SAND	7	20	22	43	
15			16	18		
16			20	22	38	
17			22	20		
18			24	25	44	
19			25	29		
20	Boring terminated at 20'-0"		28	30	57	

Water Level: 5' - 3"
on 6/11/2022

Respectfully Submitted By:

Prepared & Ckecked By: MI

Aamir A. Ghori, P.E. # 55538

AMIR A. GHORI LICENSE No. 55538 STATE OF FLORIDA PROFESSIONAL ENGINEER 6/17/2022

As mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients and authorization for publication of statements or extract from regarding is reserved pending our written approval.

TASK LABORATORIES, INC.

14241 S.W. 140 Street, Miami, Florida 33186 (305) 235-5355 Fax: (305) 235-8353

TEST BORING REPORT

Client	**2 + Architects, Inc.**	Test No.	**T2022-094**
Address	260 Andalusia Avenue, Coral Gables, Florida 33134	Report No.	**1**
Project	**Basketball & Tennis Courts - Ingram Park**	**Hole No.**	**B - 1**
Address	2100 Burlington Street, City of Opa-Locka, Florida 33054	Date	**6/2/2022**
Location	Nortwest corner of the basketball courts, for boring location also see attached sketch	Driller	**T.H. & R.S.**

Depth (feet)	DESCRIPTION OF MATERIALS	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	0'-0" to 0'-2" existing asphalt		34	15		
2	0'-2" to 0'-6" Light tan crushed LIMEROCK and coarse to fine sand (Backfilled Material)	1	14	11	29	
3	0'-6" to 3'-0" Dark gray SAND with little porous limestone fragments		19	14		
4	3'-0" to 10'-0" Light gray medium dense to dense quartz fine SAND	2	14	19	28	
5			23	22		
6		3	21	17	43	
7			20	18		
8		4	15	16	33	
9			13	14		
10		5	9	8	23	
11	10'-0" to 16'-0" Gray medium dense quartz fine SAND		7	7		
12		6	6	15	13	
13			10	17		
14		7	7	15	24	
15			18	21		
16			23	39	44	
17	16'-0" to 20'-0" Gray dense quartz fine SAND with little limestone fragments		31	29		
18			34	37	63	
19			27	42		
20	Boring terminated at 20'-0"		42	47	84	

Water Level: 4' - 3"
on 6/2/2022

Respectfully Submitted By:

Prepared & Ckecked By: MI

6/17/2022

Aamir A. Ghori, P.E. # 55538

As mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients and authorization for publication of statements or extract from regarding is reserved pending our written approval.

TASK LABORATORIES, INC.

14241 S.W. 140 Street, Miami, Florida 33186 (305) 235-5355 Fax: (305) 235-8353

TEST BORING REPORT

Client	**2 + Architects, Inc.**	Test No.	**T2022-094**
Address	260 Andalusia Avenue, Coral Gables, Florida 33134	Report No.	**1**
Project	**Basketball & Tennis Courts - Ingram Park**	**Hole No.**	**B - 3**
Address	2100 Burlington Street, City of Opa-Locka, Florida 33054	Date	**6/11/2022**
Location	Southwest corner of the tennis courts, for boring location also see attached sketch	Driller	**T.H. & R.S.**

Depth (feet)	DESCRIPTION OF MATERIALS	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	0'-0" to 2'-0" Dark gray coarse to fine SAND with little rock pieces		7	8		
2		1	8	9	16	
3	2'-0" to 8'-0" Gray dense quartz fine SAND with little rock fragments		13	10		
4		2	13	13	23	
5			20	18		
6		3	21	28	39	
7			25	27		
8		4	16	18	43	
9	8'-0" to 13'-0" Dark gray dense quartz fine SAND with little rock particles		9	11		
10		5	16	15	27	
11			19	22		
12		6	24	26	46	
13			24	26		
14	13'-0" to 20'-0" Dark gray dense quartz fine SAND with little to some soft limestone fragments	7	25	30	51	
15			27	31		
16			33	30	64	
17			25	23		
18			22	25	45	
19			26	23		
20	Boring terminated at 20'-0"		22	24	45	

Water Level: 4' - 6"
on 6/11/2022

Respectfully Submitted By:

Prepared & Ckecked By: MI

Aamir A. Ghori, P.E. # 55538

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TASK LABORATORIES, INC.

14241 S.W. 140 Street, Miami, Florida 33186 (305) 235-5355 Fax: (305) 235-8353

TEST BORING REPORT

Client	**2 + Architects, Inc.**	Test No.	**T2022-094**
Address	260 Andalusia Avenue, Coral Gables, Florida 33134	Report No.	**1**
Project	**Basketball & Tennis Courts - Ingram Park**	**Hole No.**	**B - 4**
Address	2100 Burlington Street, City of Opa-Locka, Florida 33054	Date	**6/11/2022**
Location	Nortwest corner of the tennis courts, for boring location also see attached sketch	Driller	**T.H. & R.S.**

Depth (feet)	DESCRIPTION OF MATERIALS	Sample Number	Hammer Blows on Sampler		"N"	Hammer Blows on Casing
1	0'-0" to 3'-0" Dark gray coarse to fine SAND with little rock particles		6	6		
2		1	8	6	14	
3			9	19		
4	3'-0" to 8'-0" Gray to brown medium dense quartz fine SAND with little rock particles	2	7	6	26	
5			7	8		
6		3	8	8	16	
7			7	8		
8		4	8	8	16	
9	8'-0" to 13'-0" Brown medium dense quartz fine SAND with little rock particles		10	10		
10		5	10	10	20	
11			12	11		
12		6	18	21	29	
13			24	22		
14	13'-0" to 18'-0" brown dense quartz fine SAND with little to some soft limestone fragments	7	25	26	47	
15			28	31		
16			29	30	60	
17			27	25		
18			28	22	53	
19	18'-0" to 20'-0" Sample could not be able to retrived		21	23		
20	Boring terminated at 20'-0"		25	27	48	

Water Level: 4' - 9"
on 6/11/2022

Respectfully Submitted By:

AAMIR A. GHORI LICENSE NO. 55538 STATE OF FLORIDA PROFESSIONAL ENGINEER 6/17/2022

Prepared & Ckecked By: MI

Aamir A. Ghori, P.E. # 55538

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SOIL CLASSIFICATION CRITERIA

RELATIVE DENSITY
SAND

SPT N-VALUE (blows/ft.)	RELATIVE DENSITY
0-4	Very Loose
5-10	Loose
11-29	Medium
30-49	Dense
>50	Very Dense
100/6"	Refusal

SHEAR STRENGTH
CLAY

SPT N-VALUE (blows/ft.)	UNCONFINED COMP. STRENGTH (tons/ft.2)	CONSISTENCY
>2	>0.25	Very soft
2-4	0.25-0.50	Soft
5-8	0.50-1.00	Medium
9-15	1.00-2.00	Stiff
16-30	2.00-4.00	Very Stiff
>30	>4.00	Hard

PARTICLE SIZE

Boulder	>12 in.
Cobble	3 to 12 in.
Gravel	4.76mm to 3 in.
Sand	0.074mm to 4.76mm
Silt	0.005mm to 0.074mm.
Clay	<0.005mm

DESCRIPTION MODIFIERS

0-5%	Slight trace
6-10%	Trace
11-20%	Little
21-35%	Some
>35%	And

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size.)			
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size	Clean Gravels (Less than 5% fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines
		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	GM	Silty gravels, gravel-sand-silt mixtures
		GC	Clayey gravels, gravel-sand-clay mixtures
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size	Clean Sands (Less than 5% fines)	SW	Well-graded sands, gravelly sands, little or no fines
		SP	Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	SM	Silty sands, sand-silt mixtures
		SC	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)			
SILTS AND CLAYS Liquid limit less than 50%		ML	Inorganic silts and very fine sands, rock flour, silty of clayey fine sands or clayey silts with slight plasticity
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL	Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH	Inorganic clays of high plasticity, fat clays
		OH	Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS		PT	Peat and other highly organic soils

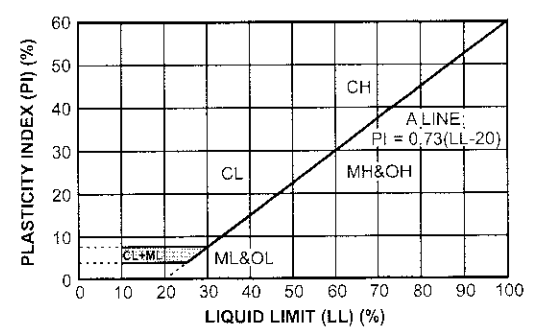
LABORATORY CLASSIFICATION CRITERIA

GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line with P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols.
SC	Atterberg limits above "A" line with P.I. greater than 7	

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent ..... GW, GP, SW, SP
More than 12 percent ..... GM, GC, SM, SC
5 to 12 percent ..... Borderline cases requiring dual symbols

PLASTICITY CHART



LIMITATIONS OF LIABLILITY

WARRANTY

We warranty that the services performed by Task Laboratories, Inc. are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. ***No other warranties, expressed or implied, are made.*** While the services of Task Laboratories, Inc. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee or insure the quality, completeness, or satisfactory performance of construction plans and specification which we have not prepared, nor the ultimate performance of building site materials.

SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by the borings; test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report. This information is represented on a drawing or on the boring log. The location and elevation of the borings should be considered accurate only to the degree inherent with the method used.

The soil boring log includes sampling information, description of the materials and recovered, approximate depths of boundaries between soil and rock strata and groundwater data. The log represents conditions specifically at the location and the boring was made. The boundaries between different soul strata are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling. The transition between soul strata is often gradual. Water level readings are made at the time and under conditions stated on the boring logs. Water levels change with time, precipitation, canal level, local well drawdown and other factors.

LABORATORY AND FIELD TESTS

Tests are performed in accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test report indicates the measurement and determination actually made.

ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it is not intended to determine the cost of construction or to stand alone as a construction specification.

Report recommendations are based primarily on data from test borings made at the location shown on the test boring reports. Soil variations may exist between borings and may not become evident until construction. If variations are then noted, the geotechnical engineer should be contacted so that field conditions can be examined and recommendations revised if necessary.

The geotechnical report states our understanding as to the location, dimensions and structural features proposed for the site. ***Any significant changes in the nature, design, or location of the site improvements must be communicated to the geotechnical engineer*** so that the geotechnical analysis, conclusions, and recommendations can be appropriately adjusted.

CONSTRUCTION OBSERVATION

Construction observation and testing is an important element of geotechnical services. The geotechnical engineer's field representative (G.E.F.R.) is the "owner's representative" observing the work of the contractor, performing tests and reporting data from such tests and observations. ***The geotechnical engineer's field representative does not direct the contractor's construction means, methods, operations or personnel.*** The G.E.F.R. does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The G.E.F.R. is responsible for his/her safety, but has no responsibility for the safety of other personnel at the site. The G.E.F.R. is an important member of a team whose responsibility is to observe and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications.

City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

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

Certification Statement

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

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

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

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

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

EXCEPTIONS:

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

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

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

Certifications

Legal Name of Firm:

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

Year Established:

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

Business Tax Receipt/Occupational License Number:

Business Tax Receipt/Occupational License Issuing Agency:

Business Tax Receipt/Occupational License Expiration Date:

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

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

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

Line: **1**

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

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

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

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Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

4. Who has been debarred,

5.Who is on the convicted vendors list,

6.Who is indebted to the City,

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

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

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

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

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

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

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

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

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

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

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

1.10. AWARD OF CONTRACT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The provision does not apply to, among other communications:

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

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

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

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

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

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

Proposer's firm.

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

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

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

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

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

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

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

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

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

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

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

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

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

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

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

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

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

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

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

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

responsibility of the Contractual Party performing city Contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2)Specifications

3)Special Conditions

4)General Terms and Conditions

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

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

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

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

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

1)Proposer fails to acknowledge receipt of addenda;

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

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

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

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

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

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

B. Elimination from Consideration

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

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

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

C. Determination of Responsibility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.48. LOCAL PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the proposer, and are not waivable by the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Right to protest.

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

(1) Protest of solicitation.

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

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

(2) Protest of award.

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

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

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

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

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

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

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

Authority to resolve protests; hearing officer(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with filing requirements.

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

Stay of procurements during protests.

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

Costs.

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

Filing fee.

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

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

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

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

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

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

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

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

Directions to City Hall:

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

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

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

B.Facsimile responses will not be considered.

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

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

E. Late responses will be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Special Conditions

2.1. PURPOSE

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

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

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

2.3. SUBMISSION AND RECEIPT OF RESPONSE

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

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

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

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

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

2.4. PRE-BID CONFERENCE

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

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

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

2.5. BIDDERS MINIMUM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

2.6. METHOD OF AWARD

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

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

2.7. TERM OF CONTRACT

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

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

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

(2) Availability of funds.

2.9. ESCALATION CLAUSE

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

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

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

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

2.10. SPECIFICATION EXCEPTION

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

2.11. NON-APPROPRIATION OF FUNDS

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

2.12. INSURANCE REQUIREMENTS

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

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

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

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident	$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

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

IV. Umbrella Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability

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

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

V. Owners and Contractors Protective Liability

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

City of Miami listed as the named insured

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

BINDERS ARE UNACCEPTABLE.

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

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

State of Florida, with the following qualifications:

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

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

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

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

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

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

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

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

2.13. BID BOND

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

2.14. REFERENCES

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

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

2.15. CURES

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

2.16. TIE BIDS

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

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

2.17. PROJECT MANAGER

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

2.18. SUBCONTRACTOR(S)

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

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

2.19. CONTINGENCY

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

2.20. RESPONSE TIME

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

2.21. COMPLETED WORK

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

2.22. EMERGENCY/DISASTER PERFORMANCE

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

2.23. METHOD OF PAYMENT

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

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

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

2.24. LIQUIDATED DAMAGES

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

2.25. CONTRACTOR TO BE REPRESENTED

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

2.26. USE OF PREMISES

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

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

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

2.28. PUBLIC CONVENIENCE AND SAFETY

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

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

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

2.29. SAFETY MEASURES

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

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

2.30. ENVIRONMENTAL REGULATIONS

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

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

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

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

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

2.33. FAILURE TO PERFORM

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

2.34. TERMINATION

A. FOR DEFAULT

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

B. FOR CONVENIENCE

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

2.35. ADDITIONAL TERMS AND CONDITIONS

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

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

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

2.36.b) LOCAL PREFERENCE

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

2.36.c) DAVIS-BACON ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

2.36.h) CLEAN AIR ACT

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

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

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

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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

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

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

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

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

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

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

2.36.n) DHS SEAL, LOGO, AND FLAGS

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

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

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

2.36.p) ACCESS TO RECORDS

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

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

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

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

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

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

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

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

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

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

2.37.b) LIVING WAGE ORDINANCE

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

2.37.c) PERFORMANCE BOND

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

2.37.d) LOCAL PREFERENCE

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

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

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

INTRODUCTION

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

SERVICES COVERED

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

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

ASSIGNMENT OF WORK

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

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

REGULATIONS

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

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

PERMITS

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

OVERTIME WORK HOURS

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

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

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

ATTACHMENT A

INSURANCE ADDENDUM
INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

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

Workers Compensation and Employers Liability

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

Commercial General Liability

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

Commercial Automobile Liability

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

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

Professional/Errors and Omissions Liability

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

Umbrella Liability

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

Environmental Liability

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

Directors and Officers Liability

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

Cyber Liability

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

Commercial Property

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

Commercial Crime

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

Builders Risk

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

Surety Bonds

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

Valuable Papers

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

Additional Requirements

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

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

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

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

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

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

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

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

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

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

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

I

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

FIRM NAME: _____

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

POLICY NUMBER:

APM- 2-19

DATE:

March 26, 2019

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

SIGNATURE

CITY OF MIAMI

ADMINISTRATIVE POLICY

REVISIONS	
REVISED SECTION	**DATE OF REVISION**
Created	3/26/19

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

PURPOSE:

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

BACKGROUND:

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

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

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

GUIDELINES:

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

Title: PAVEMENT RESURFACING IFB No.: 1115382

List of Subcontractors

Completion of Form

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

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

Note:

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

Name of Proposer: _____ Date: _____

Name of Individual Completing Form: _____ Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN	$ 35.36	12.77

SUFL2013-039 08/19/2013

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

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

OPERATOR: Gradall.....$ 14.71 0.00

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

OPERATOR: Loader.....$ 15.53 0.00

OPERATOR: Mechanic.....$ 18.03 0.00

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

OPERATOR: Oiler.....$ 16.32 0.00

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

OPERATOR: Piledriver.....$ 17.23 0.00

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

OPERATOR: Roller.....$ 13.67 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.15 0.00

OPERATOR: Tractor.....$ 12.19 0.00

OPERATOR: Trencher.....$ 14.74 0.00

PAINTER: Spray.....$ 16.52 0.00

SIGN ERECTOR.....$ 12.96 0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

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

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

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

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

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END OF GENERAL DECISION
"

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor/Contractor's Authorized Official

_____

Name and Title of Contractor/Contractor's Authorized Official

_____

Date: _____

CITY OF MIAMI LOCAL OFFICE CERTIFICATION

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

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

Solicitation Title: _____

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

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

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

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

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

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

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

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

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

_____

Print Name (Bidder/Proposer Authorized Representative)

_____ _____

Signature Date

STATE OF FLORIDA
COUNTY OF _____

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

_____.

_____
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

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

Personally Known _____OR Produced Identification _____

Type of Identification Produced_____

CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

SUBJECT: Recommendation of Award for Pavement Resurfacing Services

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

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

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

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

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

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

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

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

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

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

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

AP:tg

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

PR21015

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

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

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

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

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

Director's Approval: _____

CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

FROM: Annie Perez, CPPO, Director
Department of Procurement

DATE: November 23, 2020

SUBJECT: Recommendation of Award for Pavement Resurfacing Services

REFERENCES: IFB No. 1115382

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

RECOMMENDATION:

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

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

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

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

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

BACKGROUND:

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

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

Approved: _____ Date: 12/21/20

Arthur Noriega V. City Manager

AP:tg

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

AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

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

Purpose of Item:

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

Background of Item:

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

Budget Impact Analysis

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

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

Reviewed By

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

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

Enactment Number: R-21-0096

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:



Victoria Mendez, City Attorney 2/24/2021

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

City of Miami

CONTRACT AWARD

Procurement Department

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

SECTION #1 – VENDOR AWARD

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

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

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

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

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

SECTION #3 - REQUESTING DEPARTMENT

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

SECTION #4 - PROCURING AGENCY

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

Prepared By: Aimee Gandarilla, 3/22/2021

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

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

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

SECTION #1 – VENDOR AWARD

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

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

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

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

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	**SOLID MARKING TAPE:** Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	$ 26.25
84	**NEW SHIELD SIGNS:** furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

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

SECTION #4 - PROCURING AGENCY

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

Prepared By: Aimee Gandarilla, 11/1/2021

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

AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE: *$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING: Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE: N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT? DESCRIBE PRICE DIFFERENTIAL.

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

$3,765,440.94

15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE THE RESULTS OF THE SURVEY?

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*$200,181.50 annually for Group 1 - Non-Federally Funded Projects and $200,186.48 annually for Group 2 - Federally Funded Projects (approximately $1,401,270.50 for Group 1 and $1,401,305.36 for Group 2 for all seven (7) years.

AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020 **Requesting Department:** RPW

Commission Meeting Date: 3/11/2021 **District Impacted:** ALL

Type: ☑ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other_____

Subject: Invitation for Bid ('IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

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

Background Information:

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

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes☐ No ☑ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement:_____

☐ **Yes** ☑ **No** **Is this item related to revenue?**
☑ **Yes** ☐ **No** **Is this item an expenditure? If so, please identify funding source below.**

General Account No.: 40-B73102E
Special Revenue Account No.:
OCI Project No.:

☐ **Yes** ☑ **No** **Is this Item funded by bonds?**

Start Up Capital Cost:
Maintenance Cost:
Total Fiscal Impact: $200,176.35 annually Group 1; $200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

☐ **Grants**
☐ **Procurement**
☐ **Risk**

Final Approvals
(SIGN AND DATE)

Dept. Director_____

**all other approvals will be done through Accela*

..Title

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

..Body

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

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement (“Procurement”) on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

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

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

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW’s’ Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

_____
VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

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

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

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

H&R PAVING INC.

LICENSED AND INSURED

PROPOSAL

QUOTE NO.	013125-CITYOP
DATE:	1/31/025

TO	CITY OF OPA-LOCKA CIP Dept. 780 Fisherman St. Opa-locka, FL 33054
CONTACT	

JOB	Ingram Park **New Basketball Courts** 2100 Burlington St.
PHONE	City of Miami Contract #: 1115382

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

Item #	Description	Quantity	Unit Price	Contract Amount
1	Mobilization	1.00	$ 1,080.00	$ 1,080.00
2	Milling Existing	1,354.00	$ 5.00	$ 6,770.00
3	Specital Asphalt Mix - (116x105) Including 20 tons of hauling	95.00	$ 250.00	$ 23,750.00
4	2 Coats of Acrylic Resurface and Court's Color	2	$ 9,200.00	$ 18,400.00
	(Sodding Not Included)		**Total**	**$ 50,000.00**

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

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

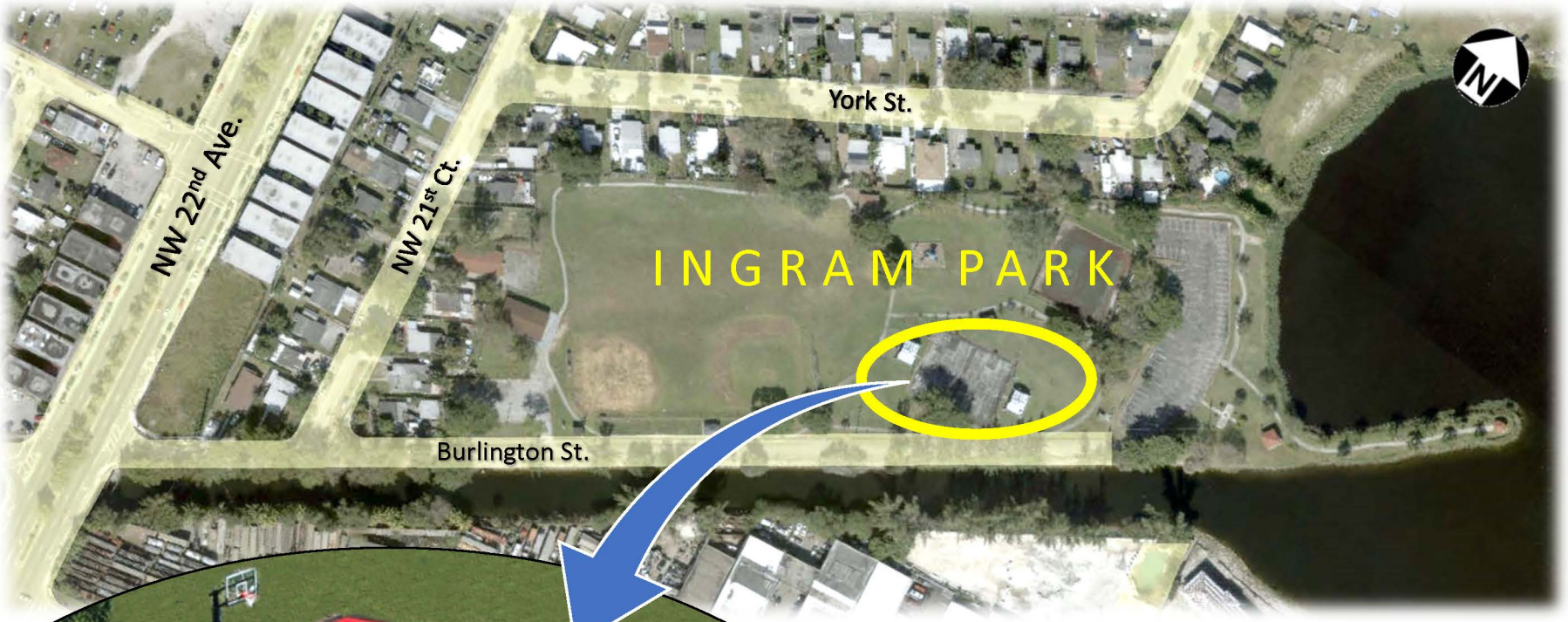
Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

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

ACCEPTED: _____ Signature: _____

Date: _____ Signature: _____





INGRAM PARK

NEW Basketball Courts

2100 Burlington Street

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK SOURCEWELL CONTRACT #FL-R7-GC-092524-TCI WITH TEAM CONTRACTING, INC. FOR QUALIFIED PROFESSIONAL GENERAL CONSTRUCTION SERVICES (SOURCEWELL IFB #FL-092524), AND ENTER INTO AN AGREEMENT WITH TEAM CONTRACTING, INC. FOR PHASE II OF THE REHABILITATION, ADDITION AND REPLACEMENT OF THE CITY'S GATEWAY ENTRY SIGNS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-FOUR THOUSAND DOLLARS ($284,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a part of the Citywide beautification initiative, the City of Opa-Locka ("City") desires to rehabilitate, replace, and add two additional gateways to the existing six, for a total of eight (8) entry signs; and

WHEREAS, the signs shall have a similar aesthetic, design across all gateways and will be enhanced by the proper illumination, visualization and placement; and

WHEREAS, this project is divided into two phases. The current phase, Phase I is 25% complete and City Administration now seeks to initiate Phase II; and

WHEREAS, the Interim City Manager is requesting approval from the City Commission to piggyback the Sourcewell Professional Services Agreement, administered by the Gordian Group, Inc., with Team Contracting, Inc. , and recommends that the City Commission accept the proposal from Team Contracting, Inc., attached hereto as Exhibit "A" for Phase II of the rehabilitation, addition and replacement of the City's gateway entry signs, in the amount of Two Hundred Eighty-Four Thousand Dollars ($284,000.00); and

WHEREAS, Sourcewell previously awarded a contract to Team Contracting, Inc. for General Construction Services (attached as Exhibit "B"), pursuant to its Invitation for Bid (IFB) No. FL-092524, for a two-year period commencing December 10, 2024, with the option to extend the agreement up to three additional one-year periods, not to exceed a total of five years. The contract agreement currently expires on December 10, 2026; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs when 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 Sourcewell Contract #FL-R7-GC-092524-TCI with Team Contracting, 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 Phase II of the rehabilitation, addition and replacement of the City's gateway entry signage, as provided herein, in an amount not to exceed Two Hundred Eighty-Four Thousand Dollars ($284,000.00).

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to piggyback Sourcewell Contract #FL-R7-GC-092524-TCI with Team Contracting, 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 Phase II of the rehabilitation, addition and replacement of the City's gateway entry signage, as provided herein, in an amount not to exceed Two Hundred Eighty-Four Thousand Dollars ($284,000.00).

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager, or the Interim 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 _____, 2025.

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 Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**	Adelina Gross			
Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**	Sha'mecca Lawson			
Commission Meeting Date:	02.12.2025		**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	Interim City Manager		**Department:** Capital Improvements Program		City Manager			

Short Title:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SOURCEWELL PROFESSIONAL SERVICES AGREEMENT WITH TEAM CONTRACTING, INC, FOR PHASE TWO OF THE REHABILITATION, ADDITION AND REPLACEMENT OF THE CITY'S GATEWAY ENTRY SIGNS.

Staff Summary:

Phase One consisted of the rehabilitation and/or addition of four gateway signs at the following locations which are approximately 25% complete.

- NW 119th Street/NW 42nd Ave (under permitting, anticipated to commence week of Jan. 19th, 2025
- NW 151st Street/NW 37th Ave (under permitting, anticipated to commence week of Jan. 19th, 2025
- Sharazad Blvd./NW 27th Ave (rehabilitation completed, missing City seal insert)
- Opa-locka Blvd./NW 27th Ave (work will commence after FDOT has completed current project)

Phase Two will continue the Citywide beautification initiative by rehabilitating the remaining signs at :

- NW 135th Street/NW 47th Ave (Design Phase)
- NW 151st Street/NW 27th Ave (Design Phase)
- NW 22nd Ave/NW 151st Street (Design Phase)
- Opa-locka Blvd/NW 17th Ave (Design Phase)

This project will ensure that the aesthetics will be synchronized throughout the City and advance the signage with proper illumination, visualization, and placement.

City Administration is seeking approval to piggyback the Sourcewell Professional Services Agreement with Team Contracting, Inc. administered by The Gordian Group, Inc. and further authorizing the Interim City Manager to accept the proposal for Phase Two of the gateway entry signs in the amount not to exceed $284,000.00

Financial Impact: The FY 25 Adopted Budget allocates $218,900 for this project. The remaining $64,283 will be covered through Budget Amendment #1 (BA #1) and savings from the FY 24 General Fund Balance. As a Capital Improvement Project (CIP), the gateway project is a one-time expense and does not impact the ongoing fund balance.

Proposed Action:

Staff recommends approval of this item to mitigate possible safety issues and to provide an overall improvement in the City's image.

Attachment:

1. Agenda
2. Proposal provided by Gordian Group Inc.
3. Sourcewell Professional Services Agreement with Team Contracting, Inc.
4. Entry Gateway Signs to be replaced (location)
5. Contract
6. Contract Extension

Work Order Signature Document

EZIQC Contract No.: FL-R7-GC-092524-TCI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 127291.00 Work Order Date: 01/13/2025

Work Order Title: City of Opa-Locka - Monument Sign Construction - Phase two.

Owner Name:	City of Opa Locka	Contractor Name:	Team Contracting, Inc.
Contact:	Adelina Gross	Contact:	Daniel Gell
Phone:	7729329572	Phone:	305 207.9799

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R7-GC-092524-TCI.

Brief Work Order Description:

Removal, construction, and renovation of entry gateways to the City of Opa-locka with an available budget of $218,000.00 4 Removals and Construction 2 newly constructed 2 refurbished Engineering and Design needs to be included as part of the proposal.

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $283,182.12

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Daniel Gell
Team Contracting, Inc.
13911 SW 42nd St. Suite 209
Miami, FL 33175
305 207.9799

From: Adelina Gross
City of Opa Locka
780 Fisherman Street
Opa-Locka, FL 33054
7729329572

Date Printed: January 13, 2025

Work Order Number: 127291.00

Work Order Title: City of Opa-Locka - Monument Sign Construction - Phase two.

Brief Scope: Removal, construction, and renovation of entry gateways to the City of Opa-locka with an available budget of $218,000.00 4 Removals and Construction 2 newly constructed 2 refurbished Engineering and Design needs to be included as part of the proposal.

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached scope of work.

Subject to the terms and conditions of JOC Contract **FL-R7-GC-092524-TCI**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: January 13, 2025

Re:

IQC Master Contract #:	FL-R7-GC-092524-TCI
Work Order #:	127291.00
Owner PO #:	
Title:	City of Opa-Locka - Monument Sign Construction - Phase two.
Contractor:	Team Contracting, Inc.
Proposal Value:	$283,182.12

Section - 01	**$182,428.23**
Section - 02	**$11,169.89**
Section - 03	**$82,331.61**
Section - 31	**$7,252.39**
Proposal Total	**$283,182.12**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **25.44%**

Contractor's Price Proposal - Detail

Date: January 13, 2025

Re:

IQC Master Contract #:	FL-R7-GC-092524-TCI
Work Order #:	127291.00
Owner PO #:	
Title:	City of Opa-Locka - Monument Sign Construction - Phase two.
Contractor:	Team Contracting, Inc.
Proposal Value:	$283,182.12

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Section - 01						
1	01 22 20	00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$13,948.97
				Installation	Quantity 240.00 x Unit Price 50.13 x Factor 1.1594 = Total 13,948.97	
					Fabricate new connection points into foundations for installation of 4 new precast signs. Includes onsite installation of new precast signs.	
2	01 22 20	00 0008		HR	Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$13,339.04
				Installation	Quantity 228.50 x Unit Price 50.35 x Factor 1.1594 = Total 13,339.04	
					Fabricate and install 4 custom sign decorative pieces	
3	01 22 20	00 0019		HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$8,431.16
				Installation	Quantity 200.00 x Unit Price 36.36 x Factor 1.1594 = Total 8,431.16	
					Custom painting of 4 signs	
4	01 22 20	00 0023		HR	PlastererFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$11,624.14
				Installation	Quantity 200.00 x Unit Price 50.13 x Factor 1.1594 = Total 11,624.14	
					Plaster 4 new signs	
5	01 22 20	00 0033		HR	Structural Steel WorkerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$9,321.58
				Installation	Quantity 150.00 x Unit Price 53.60 x Factor 1.1594 = Total 9,321.58	
					Design, fabricate, and install custom lettering for 4 new signs	
6	01 22 20	00 0034		HR	Tile LayerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$12,485.35
				Installation	Quantity 240.00 x Unit Price 44.87 x Factor 1.1594 = Total 12,485.35	
					Fabricate and install 4 custom city logo medallions	
7	01 22 20	00 0061		HR	Senior Engineer	$7,883.92
				Installation	Quantity 40.00 x Unit Price 170.00 x Factor 1.1594 = Total 7,883.92	
					Special Inspector for 4 signs	
8	01 22 20	00 0062		HR	Engineer	$6,202.79
				Installation	Quantity 40.00 x Unit Price 133.75 x Factor 1.1594 = Total 6,202.79	
					Certified MOT Plans for 4 signs	
9	01 22 20	00 0062		HR	Engineer	$6,202.79
				Installation	Quantity 40.00 x Unit Price 133.75 x Factor 1.1594 = Total 6,202.79	
					Foundation rebar shop drawings for 4 signs	

Work Order Number: 127291.00
Work Order Title: City of Opa-Locka - Monument Sign Construction - Phase two.

Section - 01

10	01 22 23 00 0280	DAY	700 LB Capacity, 36" Wide, Skid-Steer Loader With Full-Time Operator									$3,620.76
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	780.74	x	1.1594		3,620.76		
			Loading of removed concrete footings and 4 existing signs for disposal									
11	01 22 23 00 0983	DAY	50 To 55 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator									$32,189.91
				Quantity		Unit Price		Factor	=	Total		
		Installation		12.00	x	2,313.69	x	1.1594		32,189.91		
			Off loading of precast signs at storage yard. Loading of precast signs for delivery to install sites. Installation of precast signs at installation sites. 3 mobilizations x 4 signs									
12	01 22 23 00 1412	DAY	6-1/2 Ton Capacity, 16' To 22' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver									$4,967.57
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	1,071.15	x	1.1594		4,967.57		
			Delivery of 4 new signs from storage yard to installation sites									
13	01 45 23 00 0005	EA	6" Compaction Curves Soils Test, ASTM D-1557, Field Soils Test									$2,807.05
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	605.28	x	1.1594		2,807.05		
			Compaction test									
14	01 45 23 00 0012	EA	Proctor Compaction 6" Standard Mold, Field Soils Test									$2,104.59
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	453.81	x	1.1594		2,104.59		
			Proctor test									
15	01 45 23 00 0077	EA	Prepare 6 x 12 Concrete Cylinder And Deliver To Lab									$75.41
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	16.26	x	1.1594		75.41		
16	01 45 23 00 0078	EA	6 x 12 Cylinder Concrete Compression Test, ASTM C-39 Or ASTM D1633									$356.82
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	76.94	x	1.1594		356.82		
17	01 45 23 00 0082	EA	Concrete Mix Design Review									$2,133.34
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	460.01	x	1.1594		2,133.34		
			One per location									
18	01 55 26 00 0040	DAY	Channelizer Drum									$4,299.06
				Quantity		Unit Price		Factor	=	Total		
		Installation		1,200.00	x	3.09	x	1.1594		4,299.06		
			Demo x 1 day + Footings x 2 days + Install x 1 day + Finishes x 3 days - 12 days x 100 drums									
19	01 55 26 00 0109	DAY	30" x 30" Aluminum Construction Sign, With Portable Stand									$1,076.85
				Quantity		Unit Price		Factor	=	Total		
		Installation		240.00	x	3.87	x	1.1594		1,076.85		
			Demo x 1 day + Footings x 2 days + Install x 1 day + Finishes x 3 days - 12 days x 20 signs									
20	01 55 26 00 0133	DAY	Trailer Mounted Flashing Arrow Board									$6,728.79
				Quantity		Unit Price		Factor	=	Total		
		Installation		48.00	x	120.91	x	1.1594		6,728.79		
			Demo x 1 day + Footings x 2 days + Install x 1 day + Finishes x 3 days - 12 days x 4 boards									
21	01 55 26 00 0150	EA	Placement And Removal Of Portable Sign And Stand Using Truck									$895.98
				Quantity		Unit Price		Factor	=	Total		
		Installation		240.00	x	3.22	x	1.1594		895.98		
			Demo x 1 day + Footings x 2 days + Install x 1 day + Finishes x 12 days									

Work Order Number: 127291.00
Work Order Title: City of Opa-Locka - Monument Sign Construction - Phase two.

Section - 01

22	01 55 26 00 0162		EA	Placement And Removal Of >250 Panels/Channelizers By Hand From Roadside								$1,989.53
		Installation		Quantity 1,200.00	x	Unit Price 1.43	x	Factor 1.1594	=	Total 1,989.53		
				Demo x 1 day + Footings x 2 days + Install x 1 day + Finishes x 12 days								
23	01 55 26 00 0166		EA	Placement And Removal Of Trailer Mounted Boards And Signals From Roadside								$1,121.37
		Installation		Quantity 48.00	x	Unit Price 20.15	x	Factor 1.1594	=	Total 1,121.37		
				Demo x 1 day + Footings x 2 days + Install x 1 day + Finishes x 12 days								
24	01 56 23 00 0003		LF	Up To One Month Rental, FDOT Type K Barricade Rental, Per LFRental cost per linear foot for 1st month only. Includes initial transport to job, unloading, placement, pinning, unpinning, loading, and final transport to back to yard. Excludes mobilization charge for crew and equipment.								$10,000.98
		Installation		Quantity 200.00	x	Unit Price 43.13	x	Factor 1.1594	=	Total 10,000.98		
25	01 56 23 00 0006		EA	Mobilization Of FDOT Type K BarricadesMobilization charge for crew and equipment for each trip to either install, remove or relocate temporary precast concrete K-Wall Barriers to, from, or on the job site.								$4,762.12
		Installation		Quantity 4.00	x	Unit Price 1,026.85	x	Factor 1.1594	=	Total 4,762.12		
26	01 56 23 00 0010		EA	Staking Charge For Rental FDOT Crash CushionsStaking charge to drive 9 stakes on one side of K-Wall Barricades in the first 50 LF in front of each crash cushion.								$3,333.51
		Installation		Quantity 4.00	x	Unit Price 718.80	x	Factor 1.1594	=	Total 3,333.51		
27	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.								$1,481.30
		Installation		Quantity 4.00	x	Unit Price 319.41	x	Factor 1.1594	=	Total 1,481.30		
				Bobcat mobilization x 2 sites								
28	01 71 13 00 0008		EA	>70 To 110 Ton Lift Move On/Off Cost, Hydraulic CraneIncludes delivery and pickup.								$5,727.67
		Installation		Quantity 4.00	x	Unit Price 1,235.05	x	Factor 1.1594	=	Total 5,727.67		
29	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.								$3,315.88
		Installation		Quantity 4.00	x	Unit Price 715.00	x	Factor 1.1594	=	Total 3,315.88		
				Construction and landscaping debris								

Subtotal for Section - 01 **$182,428.23**

Section - 02

30	02 41 16 13 0011		CCF	By Pneumatic Tools/Hand, Reinforced Concrete Building Demolition								$4,220.45
		Installation		Quantity 60.00	x	Unit Price 60.67	x	Factor 1.1594	=	Total 4,220.45		
				Demolition of 4 existing signs								
31	02 41 16 13 0011	0004		For Up To 500, Add								$1,266.06
		Installation		Quantity 60.00	x	Unit Price 18.20	x	Factor 1.1594	=	Total 1,266.06		

Work Order Number: 127291.00
Work Order Title: City of Opa-Locka - Monument Sign Construction - Phase two.

Section - 02

32	02 41 16 13 0027		CF	Reinforced Concrete Foundation Demolition									$6,886.84
			Installation	Quantity 600.00	x	Unit Price 9.90	x	Factor 1.1594	=	Total 6,886.84			
			Demolition of 4 existing concrete footers.										
33	02 41 16 13 0027	0081		For >405 To 810, Deduct									-$1,203.46
			Installation	Quantity 600.00	x	Unit Price -1.73	x	Factor 1.1594	=	Total -1,203.46			

Subtotal for Section - 02 **$11,169.89**

Section - 03

34	03 00 00 00 0001		1	Two New Custom Concrete Precast Signs									$72,040.07
		NPP	Installation	Quantity 1.00	x	Unit Price 60,063.42	x	Factor 1.1994	=	Total 72,040.07			
			4 new custom precast concrete signs										
35	03 11 13 00 0005		SF	Mat Foundation Wood Formwork									$2,777.92
			Installation	Quantity 400.00	x	Unit Price 5.99	x	Factor 1.1594	=	Total 2,777.92			
			4 new foundations										
36	03 11 13 00 0005	0001		For <1,000, Add									$500.86
			Installation	Quantity 400.00	x	Unit Price 1.08	x	Factor 1.1594	=	Total 500.86			
37	03 11 13 00 0098		EA	8" Diameter Sleeves Or Chases for Concrete Formwork, Plastic or Sheet Metal									$977.10
			Installation	Quantity 36.00	x	Unit Price 23.41	x	Factor 1.1594	=	Total 977.10			
			Sleeves for new precast sign connections										
38	03 21 11 00 0090		LF	#5, Grade 60, Footings, Steel Reinforcement Bar									$1,372.73
			Installation	Quantity 800.00	x	Unit Price 1.48	x	Factor 1.1594	=	Total 1,372.73			
			Foundation reinforcement										
39	03 31 13 00 0026		CY	Direct Chute, Place 3,000 PSI Concrete Mat Foundation									$2,812.06
			Installation	Quantity 16.00	x	Unit Price 151.59	x	Factor 1.1594	=	Total 2,812.06			
40	03 31 13 00 0026	0033		For 5,000 PSI Concrete, Add									$303.30
			Installation	Quantity 16.00	x	Unit Price 16.35	x	Factor 1.1594	=	Total 303.30			
41	03 31 13 00 0026	0040		For Up To 20, Add									$60.85
			Installation	Quantity 16.00	x	Unit Price 3.28	x	Factor 1.1594	=	Total 60.85			
42	03 31 13 00 0087		EA	Delivery Fee For Concrete Purchases Less Than 5 CY									$1,486.72
			Installation	Quantity 4.00	x	Unit Price 320.58	x	Factor 1.1594	=	Total 1,486.72			
			4 short loads										

Subtotal for Section - 03 **$82,331.61**

Section - 31

Work Order Number: 127291.00
Work Order Title: City of Opa-Locka - Monument Sign Construction - Phase two.

Section - 31

43	31 23 16 13 0008	CY	Excavation For Trenching By Hand In Loose Rock Or Compacted AggregateIncludes stockpiling excess materials and trimming sides and bottom of trench.									$4,092.45
				Quantity		Unit Price		Factor	=	Total		
			Installation	30.00	x	117.66	x	1.1594	=	4,092.45		
			Excavation for footings									
44	31 23 16 13 0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand									$662.60
				Quantity		Unit Price		Factor	=	Total		
			Installation	30.00	x	19.05	x	1.1594	=	662.60		
			Backfilling of removed concrete footings									
45	31 23 16 13 0014	CY	Compaction of Fill or Subbase for Trenches by Hand									$747.81
				Quantity		Unit Price		Factor	=	Total		
			Installation	30.00	x	21.50	x	1.1594	=	747.81		
46	31 23 16 13 0017	CY	Load Excess Material by Hand for Removal from Excavation for Trenching									$1,749.53
				Quantity		Unit Price		Factor	=	Total		
			Installation	30.00	x	50.30	x	1.1594	=	1,749.53		
			Removal and disposal of excess fill for concrete footings									

Subtotal for Section - 31 **$7,252.39**

Proposal Total **$283,182.12**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **25.44%**

Subcontractor Listing

Date: January 13, 2025

Re:

IQC Master Contract #:	FL-R7-GC-092524-TCI
Work Order #:	127291.00
Owner PO #:	
Title:	City of Opa-Locka - Monument Sign Construction - Phase two.
Contractor:	Team Contracting, Inc.
Proposal Value:	$283,182.12

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

BUDGETARY ESTIMATE

13911 SW 42nd Street, Suite 209
Miami, FL 33175
Phone 305-207-9799 Fax 305-207-9790

ESTIMATE # 815*rev3*
DATE: August 14, 2024

To:
Ms. Adelina Gross
City of Opa-locka – Capital Improvement Program
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
P: 305-953-2868, ext. 3001 E: agross@opalockafl.gov

For:
Monument Signs

DESCRIPTION	AMOUNT
We propose to furnish all labor, equipment, and materials to design, build, and install the following as per site visit held on April 17, 2024 and updated quantity scope provided by Mr. Carlos Gonzalez via email on 05/30/24: • Design – Includes preliminary schematic plans with the conceptual design that incorporates the current criteria provided by the owner. There will need to be two different designs by size due to existing location size limitations. Architectural and Structural construction documents required for the procurement of the building permit from the City of Opa-locka. Consultants such as Geo-Technical or others to be provided by the owner. The construction documents will be developed for a single-phase building permit. If multiple phasing is required for the construction and development of the project, it will be treated as an additional service and a separate proposal will be provided. • Demolition – Includes certified maintenance of traffic plans, implementation of MOT's required for demolition and/or prep of new signs, demolition, and disposal of existing footings and/or existing signs. • Construction – Includes fabrication and shipping of custom precast concrete signs (4). Includes certified maintenance of traffic plans, implementation of MOT's required for installation of new reinforced concrete footers (4) and installation of precast signs (4). Signs to be finished in stucco and paint. Lettering to either be stud installed or embedded lettering. Custom medallion to be included and field installed.	**TOTAL**
	$ 273,500.00

Not Included:

- Permit Processing
- Permit Fees
- Utility Relocation
- Geotechnical Report
- Surveying
- Landscaping
- Electrical Work
- As-Built Surveys
- Any additional scope other than described above

QUOTE BREAKDOWN				
DESCRIPTION	**QTY**	**UOM**	**COST EACH**	**TOTAL**
General Conditions (Mobilizations, P & P Bonds)	0	LUMP SUM	$ 58,355.45	0.00
Maintenance of Traffic Plans	4	EA	$ 1,000.00	4,000.00
Maintenance of Traffic (Demo & Install)	6	EA	$ 2,500.00	15,000.00
Maintenance of Traffic (Restoration of Existing)	0	EA	$ 2,500.00	0.00
Crane Rental	4	EA	$ 3,000.00	12,000.00
Demolition of Existing Signs and Footers	4	EA	$ 4,000.00	16,000.00
Design Fees (Architectural & Structural)	0	LUMP SUM	$ 35,000.00	0.00
Special Inspector (3 visits per site)	9	EA	$ 500.00	4,500.00
Concrete Footings - Smaller	2	EA	$ 10,000.00	20,000.00
Concrete Footings - Larger	2	EA	$ 12,000.00	24,000.00
New Precast Signs - Smaller	2	EA	$ 32,000.00	64,000.00
New Precast Signs - Larger	2	EA	$ 37,000.00	74,000.00
Finishes per New Sign (Stucco, paint, tile, medallion)	4	EA	$ 8,000.00	32,000.00
Site Restoration per New Sign	4	EA	$ 2,000.00	8,000.00
Restoration of Existing Sign – Location 6	0	EA	$ 4,500.00	0.00
Restoration of Existing Sign – Location 7	0	EA	$ 9,000.00	0..00
TOTAL				**$ 273,500.00**



City of Opa-locka

Gateway Entry Signs

Phase 2

Signs (2,4,5 & 8)

1	NW 119th St. / NW 42nd Ave.
2	**NW 135th St. / NW 47th Ave.**
3	NW 151st St. / NW 37th Ave.
4	**NW 151st St. / NW 27th Ave.**
5	**NW 22nd Ave. / NW 151st St.**
6	Sharazad Blvd. / NW 27th Ave.
7	Opa-locka Blvd. / NW 27th Ave.
8	**Opa-locka Blvd. / NW 17th Ave.**

QUOTE BREAKDOWN

DESCRIPTION	QTY	UOM	COST EACH	TOTAL
General Conditions (Mobilizations, P & P Bonds)	0	LUMP SUM	$ 58,355.00	$ 0.00
Maintenance of Traffic Plans	4	EA	$ 1,000.00	$ 4,000.00
Maintenance of Traffic (Demo & Install)	6	EA	$ 2,500.00	$ 15,000.00
Maintenance of Traffic (Restoration of Existing)	0	EA	$ 2,500.00	$ 0.00
Crane Rental	4	EA	$ 3,000.00	$ 12,000.00
Demolition of Existing Signs and Footers	4	EA	$ 4,000.00	$ 16,000.00
Design Fees (Architectural & Structural)	0	LUMP SUM	$ 35,000.00	$ 0.00
Special Inspector (3 visits per site)	9	EA	$ 500.00	$ 4,500.00
Concrete Footings - Smaller	2	EA	$ 10,000.00	$ 20,000.00
Concrete Footings - Larger	2	EA	$ 12,000.00	$ 24,000.00
New Precast Signs - Smaller	2	EA	$ 32,000.00	$ 64,000.00
New Precast Signs - Larger	2	EA	$ 37,000.00	$ 74,000.00
Finishes per Sign (Stucco, paint, tile, medallion)	4	EA	$ 8,000.00	$ 32,000.00
Site Restoration per New Sign	4	EA	$ 2,000.00	$ 8,000.00
Restoration of Existing Sign – Location 6	0	EA	$ 4,500.00	$ 0.00
Restoration of Existing Sign – Location 7	0	EA	$ 9,000.00	$ 0.00
TOTAL				**$ 273,500.00**



City of Opa-locka

Gateway Entry Signs

Phase 1

Signs (1,3,6 & 7)

1	**NW 119th St. / NW 42nd Ave.**
2	NW 135th St. / NW 47th Ave.
3	**NW 151st St. / NW 37th Ave.**
4	NW 151st St. / NW 27th Ave.
5	NW 22nd Ave. / NW 151st St.
6	**Sharazad Blvd. / NW 27th Ave.**
7	**Opa-locka Blvd. / NW 27th Ave.**
8	Opa-locka Blvd. / NW 17th Ave.

QUOTE BREAKDOWN

DESCRIPTION	QTY	UOM	COST EACH	TOTAL
General Conditions (Mobilizations, P & P Bonds)	1	LUMP SUM	$ 58,355.00	$ 58,355.00
Maintenance of Traffic Plans	4	EA	$ 1,000.00	$ 4,000.00
Maintenance of Traffic (Demo & Install)	6	EA	$ 2,500.00	$ 15,000.00
Maintenance of Traffic (Restoration of Existing)	2	EA	$ 2,500.00	$ 5,000.00
Crane Rental	2	EA	$ 3,000.00	$ 6,000.00
Demolition of Existing Signs and Footers	2	EA	$ 4,000.00	$ 8,000.00
Design Fees (Architectural & Structural)	1	LUMP SUM	$ 35,000.00	$ 35,000.00
Special Inspector (3 visits per site)	9	EA	$ 500.00	$ 4,500.00
Concrete Footings - Smaller	1	EA	$ 10,000.00	$ 10,000.00
Concrete Footings - Larger	1	EA	$ 12,000.00	$ 12,000.00
New Precast Signs - Smaller	1	EA	$ 32,000.00	$ 32,000.00
New Precast Signs - Larger	1	EA	$ 37,000.00	$ 37,000.00
Finishes per Sign (Stucco, paint, tile, medallion)	2	EA	$ 8,000.00	$ 16,000.00
Site Restoration per New Sign	2	EA	$ 2,000.00	$ 4,000.00
Restoration of Existing Sign – Location 6	1	EA	$ 4,500.00	$ 4,500.00
Restoration of Existing Sign – Location 7	1	EA	$ 9,000.00	$ 9,000.00
TOTAL				**$ 260,355.00**

1. Under Permitting Mobilization to start 3rd week of January
3. Under Permitting Mobilization to start 3rd week of January
6. Restoration complete seals under production
7. Pending Completion of Construction by FDOT to Start Restoation

Docusign Envelope ID: 14662176-DFB5-4B0E-A224-5F9CBD9B5263

Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: FL-R7-GC-092524-SCD

Service Type: General Construction

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Shiff Construction & Development, Inc.**, 180 SW 6th Street, Pompano Beach, FL 33060 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is two (2) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 10, 2026, unless it is cancelled or extended as defined in this Contract.

   a) **Extensions.** Sourcewell and Contractor may agree to up to three (3) additional one-year extensions beyond the original two-year term. The total possible length of this Contract will be five (5) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 7. The Contractor's IDIQ construction service type is: General Construction. The Contractor has agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

Docusign Envelope ID: 14662176-DFB5-4B0E-A224-5F9CBD9B5263

A. **Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0800.

B. **Other Than Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2000.

C. **Normal Working Hours and Performed in Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1500.

D. **Other Than Normal Working Hours and Performed in Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.3500.

E. **Non-pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.3000.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Justen Shiff. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/10/2024 | 2:59 PM CST

Shiff Construction & Development, Inc.

DocuSigned by: 437E784B38354C6...

By: _____

Justen Shiff

Title: President

Date: 12/10/2024 | 3:06 PM EST



Published Notices

ID	Rule No./ Organization	Rule Title	Section	Issue	Date
28628500	8/8/2024	Other Agencies and Organizations	Bid	8/20/2024 Vol. 50/163	8/20/2024

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Notice Home
ID: 28628500

This notice is published.

Submitted by Julie Riebe 218-541-5255

Review Content

Associate this notice with rule(s)

Modify Text Content (Editing Interface) (Any change will erase previously uploaded Word file if any.)

Your status is idle when you are editing. Your login will expire in one hour if idle.

Review the Final Content File

Notes on this Notice

Previous Notes (display only)

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Notice of Bid/Request for Proposal

OTHER AGENCIES AND ORGANIZATIONS

Sourcewell

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

Invitation for Bid, including Map of Regions

Template IDIQ Contract

IDIQ Contract General Terms and Conditions

Construction Task Catalogs

Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

Notice: 28628500

Notice of Bid/Request for Proposal

Division: Sourcewell

VIEW NOTICE

Overview

Invitation for Bids

REFERENCE MATERIALS: No reference(s).

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LOCALiQ
FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Florida Times-Union, published in Duval and Clay Counties, Florida; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of Duval and Clay Counties, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	$616.88	
Tax Amount:	$0.00	
Payment Cost:	$616.88	
Order No:	10464951	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141745	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

August 20, 27 2024

LSAR0141745

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Bids & Proposals, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$281.72	
Tax Amount:	$0.00	
Payment Cost:	$281.72	
Order No:	10464989	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141757	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Invitation for Bids
IFB #FL-092524
Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time
Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.
August 20, 27 2024
LSAR0141757

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Gainesville Sun, published in Alachua County, Florida; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of Alachua County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$213.56	
Tax Amount:	$0.00	
Payment Cost:	$213.56	
Order No:	10465010	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141761	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.
August 20, 27 2024
LSAR0141761

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$238.50	
Tax Amount:	$0.00	
Payment Cost:	$238.50	
Order No:	10465038	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141768	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

August 20, 27 2024

LSAR0141768

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. IFB #FL-092524 Indefinite Deli

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

August 20, 2024, August 27, 2024

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 27th day of August 2024 by Janet Emerson, who is personally known to me.

Romona D. Washington, Executive Editor, Notary Number: HH 413555
Notary expires: June 21, 2027

00036100 00163782

JULIE RIEBE
SOURCEWELL
202 12TH ST NE
STAPLES, MN 56479

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D. WASHINGTON
Commission # HH 413555
Expires June 21, 2027

IFB #FL-092524

Invitation for Bids

for

Indefinite Delivery-

Indefinite Quantity

Construction Contracts

in the

State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

1. Invitation for Bid, including Map of Regions
2. Template IDIQ Contract
3. IDIQ Contract General Terms and Conditions
4. Construction Task Catalogs
5. Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

August 20, 27, 2024

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.25

My commission expires

Publication Cost:	$402.36	
Tax Amount:	$0.00	
Payment Cost:	$402.36	
Order No:	10465495	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141886	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

August 20, 27 2024

LSAR0141886

MIAMI TODAY

2000 S. Dixie Highway, Suite 105A, Miami, FL 33133 (305) 358-2663

Published Weekly
Miami, Miami-Dade County, Florida
STATE OF FLORIDA
COUNTY OF MIAMI DADE:

Before the undersigned authority personally appeared:
Steve Rosenberg

Who on oath says that he/she is:

Advertising Sales Consultant
of Miami Today, a weekly newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of a notice of publication:

BID NOTICE
IFB #FL-092524 September 25, 2024 4:30pm, CT

Was published in said newspaper in the issue(s) of:

8/22 & 8/29/24

Affidavit further says that the said Miami Today is a Newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in Miami-Dade County, Florida each week and has been entered as second-class mail matter at the post office in Miami, in the said Miami-Dade County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate or commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Affiant further says that the website or newspaper complies with all the legal requirements for publication in chapter 50, Florida Statutes.

Steve Rosenberg, Advertising Sales Consultant

Notary

Sworn to and subscribed before me this
29th day of August 2024

Bid Notice

IFB #FL-092524
Invitation for Bids
for
Indefinite Delivery-Indefinite Quantity
Construction Contracts
in the
State of Florida
Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

1. Invitation for Bid, including Map of Regions
2. Template IDIQ Contract
3. IDIQ Contract General Terms and Conditions
4. Construction Task Catalogs
5. Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

Publication dates: 8/22 & 8/29/24

ANGELA LEE
NOTARY PUBLIC
MY COMMISSION
EXPIRES 7-25-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 252511

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Bids & Proposals, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$339.12	
Tax Amount:	$0.00	
Payment Cost:	$339.12	
Order No:	10465153	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141794	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Invitation for Bids
IFB #FL-092524
Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.
August 20, 27 2024
LSAR0141794

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Bids & Proposals, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$170.56	
Tax Amount:	$0.00	
Payment Cost:	$170.56	
Order No:	10465516	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141889	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of RegionsTemplate IDIQ ContractIDIQ Contract General Terms and ConditionsConstruction Task CatalogsTechnical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

August 20, 27 2024
LSAR0141889

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; with circulation in Okaloosa and Walton Counties; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of Okaloosa and Walton Counties, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$212.70	
Tax Amount:	$0.00	
Payment Cost:	$212.70	
Order No:	10465220	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141818	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

August 20, 27 2024
LSAR0141818

Orlando Sentinel
MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:
Sourcewell - CU80184163
PO Box 219
Staples, MN 56479

Bill To:
Sourcewell - CU80184163
PO Box 219
Staples, MN 56479

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11120-Advertisement for Bid
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Aug 20, 2024; Aug 27, 2024.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 28 day of August, 2024,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped

7678833

Orlando Sentinel
MEDIA GROUP

INVITATION FOR BIDS

IFB #FL-092524
Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida
Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.
8/20/2024, 8/27/2024 7678833

7678833

LOCALiQ
FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	$118.96	
Tax Amount:	$0.00	
Payment Cost:	$118.96	
Order No:	10465388	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141862	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

August 20, 27 2024
LSAR0141862

SUN-SENTINEL

Sold To:
Sourcewell - CU80184163
PO Box 219
Staples,MN 56479

Bill To:
Sourcewell - CU80184163
PO Box 219
Staples,MN 56479

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids ,
FL-092524
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Aug 20, 2024; Aug 27, 2024
Self Service Multi-Product Purchase
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: August 28, 2024.

LeAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: julie.riebe@sourcewell-mn.gov
7678845

INVITATION FOR BIDS
FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida
Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts: Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.
8/20/2024, 8/27/2024 7678845

Order # - 7678845

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Tallahassee Democrat, a newspaper published in Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Bids & Proposals, was published on the publicly accessible website of Leon County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$144.76	
Tax Amount:	$0.00	
Payment Cost:	$144.76	
Order No:	10465421	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141866	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

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Invitation for Bid, including Map of Regions-Template IDIQ Contract-IDIQ Contract General Terms and Conditions-Construction Task Catalogs-Technical Specifications

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August 20, 27 2024
LSAR0141866

0000355550-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough } ss

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: IFB #FL-092524** was published in said newspaper by print in the issues of: **8/21/24, 8/28/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough** County, Florida and that the said newspaper has heretofore been continuously published in said **Hillsborough** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hillsborough** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this .**08/28/2024**

Cynthia Pickett

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

NOTARY PUBLIC STATE OF FLORIDA
CYNTHIA PICKETT
MY COMMISSION # HH 515948
EXPIRES: April 15, 2028

IFB #FL-092524
Invitation for Bids
for
Indefinite Delivery-Indefinite Quantity
Construction Contracts
in the
State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

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2. Template IDIQ Contract
3. IDIQ Contract General Terms and Conditions
4. Construction Task Catalogs
5. Technical Specifications

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08/21/24, 08/28/24 0000355550

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Pensacola News Journal, a newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Bids & Proposals, was published on the publicly accessible website of Escambia County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

5·15·27

My commission expires

Publication Cost:	$219.58	
Tax Amount:	$0.00	
Payment Cost:	$219.58	
Order No:	10465318	# of Copies:
Customer No:	1191238	0
PO #:	LSAR0141850	

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NANCY HEYRMAN
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

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August 20, 27 2024
LSAR0141850

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Bids & Proposals, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/20/2024, 08/27/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/27/2024

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$170.56		
Tax Amount:	$0.00		
Payment Cost:	$170.56		
Order No:	10465516	# of Copies:	
Customer No:	1191238	0	
PO #:	LSAR0141889		

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KAITLYN FELTY
Notary Public
State of Wisconsin

Invitation for Bids

IFB #FL-092524

Invitation for Bids for Indefinite Delivery-Indefinite Quantity Construction Contracts in the State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:
Invitation for Bid, including Map of RegionsTemplate IDIQ ContractIDIQ Contract General Terms and ConditionsConstruction Task CatalogsTechnical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

August 20, 27 2024
LSAR0141889

Competitive solicitations for Sourcewell

For details on how to submit a proposal, select the solicitation or access the **Sourcewell procurement portal.** Unless otherwise stated, all proposals/bids must be submitted via the portal. Learn more about **how the solicitation process works.**

Sourcewell procurement portal

Solicitation statuses

Open → | Pending → | Recently awarded →

Open

These solicitations are currently accepting responses. For details on how to submit a proposal, select the solicitation or access the **Sourcewell procurement portal**. Unless otherwise stated, all proposals/bids must be submitted via the portal.

General solicitations	Response due date
Aftermarket Vehicle Parts and Supplies	October 01, 2024
Tax-Exempt Municipal Leasing with Related Services	September 24, 2024
Body Armor with Related Accessories, Equipment, and Services	September 19, 2024
Water Treatment Chemicals with Related Supplies, Equipment, and Services	September 17, 2024
Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services	September 10, 2024
Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities	September 06, 2024
Janitorial Supplies and Equipment with Related Services	August 27, 2024

Indefinite quantity construction contracting	Bid due date
State of Florida - Indefinite Delivery-Indefinite Quantity Construction	September 25, 2024
State of South Carolina (Horry County, SC and Sourcewell) - Indefinite Delivery-Indefinite Quantity Construction	September 18, 2024
State of North Carolina - Indefinite Delivery - Indefinite Quantity Construction	September 05, 2024

OPEN

State of Florida - Indefinite Delivery-Indefinite Quantity Construction

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) jointly with and on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

1. Invitation for Bids, including Map of Regions
2. Template IDIQ Construction Contract
3. IDIQ Contract General Terms and Conditions
4. Construction Task Catalog (CTC)
5. Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal, and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024 at 04:30 PM CT and late bids will not be considered.

Important Dates

> Pre-Bid Conference:
> **September 03, 2024 at 09:00 AM CT**
>
> Bid Due:
> **September 25, 2024 at 04:30 PM CT**

To obtain a copy of the complete IFB, ask questions related to the IFB, or submit a bid, please use the link below.

Sourcewell Procurement Portal

Sourcewell

Français

Welcome to the Sourcewell Procurement Portal

Bids Homepage Create Account Login

This site allows prospective vendors to create a Sourcewell Procurement Portal account. Prospective vendors who select one or more commodity codes for the equipment, products, and services they offer will receive system-generated notifications by email of new Sourcewell opportunities matching their commodity code selection.

Public solicitations are posted on this website.

Prospective vendors are solely responsible for ensuring their account information is kept current.

For step by step instructions on how to create an Account please refer to the Create Account Guide

Sourcewell does NOT charge a fee for creating or maintaining a Sourcewell Procurement Portal account or for accessing Sourcewell solicitation documents.

Procurement Support:

If you have questions about a specific opportunity, please submit your inquiry through the Question and Answer feature in the Sourcewell Procurement Portal. For general procurement inquiries please contact Tara Wolff, Director of Procurement, by email rfp@sourcewell-mn.gov or phone (218)541-5362.

Technical Support:

Technical support for the Sourcewell Procurement Portal is provided by bids&tenders. If you encounter technical issues, please contact support@bidsandtenders.ca

A free account is required to download bid documents, individual documents, and addenda

Sourcewell Surplus Property:

Sourcewell disposes of surplus property through an online auction platform hosted by GovDeals. To view current Sourcewell surplus property auction items, and to bid, navigate to www.govdeals.com/SourcewellRegion5

Resource Materials:

Create Account Guide
Sourcewell Evaluator Scoring Guide
Political Subdivision List (OR, UT & VA) eff. 9/22
Submit Response Guide
Sourcewell Cooperative Purchasing: How it works
Process to become a Sourcewell Vendor
Frequently Asked Questions
Sourcewell Vendor Resources

Below is a list of our current public opportunities. Please refer to the Status column in the list to determine if the solicitation is open, closed, or awarded. ** Effective for solicitations to be published after September 1, 2022, Sourcewell has begun posting a Notice of Planned Procurement. Toggle the status button below to "Planned" to review the notices as they become available.

Login Create Account

Search

Open

Reset Advanced Search

Bid Name	Bid Status	Bid Closing Date	Days Left
RFP 082724 - Janitorial Supplies and Equipment with Related Services	Open	Tue Aug 27, 2024 4:30:00 PM (CDT)	7
Register for this Bid Submit a Question		Bid Details | Download Documents (4) | Addenda (9)	
IFB NC-090524 - Indefinite Delivery-Indefinite Quantity Construction - North Carolina	Open	Thu Sep 5, 2024 4:30:00 PM (CDT)	16
Register for this Bid Submit a Question		Bid Details | Download Documents (5) | Addenda (3)	
RFP 090624 - Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities	Open	Fri Sep 6, 2024 4:30:00 PM (CDT)	17
Register for this Bid Submit a Question		Bid Details | Download Documents (3)	
RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles	Open	Tue Sep 10, 2024 4:30:00 PM (CDT)	21
Register for this Bid Submit a Question		Bid Details | Download Documents (3) | Addenda (2)	
RFP 091724 - Water Treatment Chemicals with Related Supplies, Equipment, and Services	Open	Tue Sep 17, 2024 4:30:00 PM (CDT)	28
Register for this Bid Submit a Question		Bid Details | Download Documents (2) | Addenda (2)	
RFP #2023-24-100 - Indefinite Delivery-Indefinite Quantity Construction in the State of South Carolina (Horry County, SC and Sourcewell)	Open	Wed Sep 18, 2024 1:00:00 PM (CDT)	29
Register for this Bid Submit a Question		Bid Details | Download Documents (5) | Addenda (3)	
RFP 091924 - Body Armor with Related Accessories, Equipment, and Services	Open	Thu Sep 19, 2024 4:30:00 PM (CDT)	30
Register for this Bid Submit a Question		Bid Details | Download Documents (2) | Addenda (2)	
RFP 092424 - Tax-Exempt Municipal Leasing with Related Services	Open	Tue Sep 24, 2024 4:30:00 PM (CDT)	35
Register for this Bid Submit a Question		Bid Details | Download Documents (2) | Addenda (1)	
IFB FL-092524 - Indefinite Delivery-Indefinite Quantity Construction - Florida	Open	Wed Sep 25, 2024 4:30:00 PM (CDT)	36
Register for this Bid Submit a Question		Bid Details | Download Documents (4)	
RFP 100124 - Aftermarket Vehicle Parts and Supplies	Open	Tue Oct 1, 2024 4:30:00 PM (CDT)	42
Register for this Bid Submit a Question		Bid Details | Download Documents (2) | Addenda (3)	

Page 1 of 1

Limit Results: 25 Showing 1 - 10 of 10 items

Sourcewell

Français

Bids Homepage Create Account Login

View Details

Click here to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Construction
Bid Type:	IFB
Bid Number:	IFB FL-092524
Bid Name:	Indefinite Delivery-Indefinite Quantity Construction - Florida
Bid Status:	**Open**
Bid Closing Date:	Wed Sep 25, 2024 4:30:00 PM (CDT)
Question Deadline:	Wed Sep 18, 2024 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See IFB Document
Description:	Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property. This IFB consists of the following parts: 1. Invitation for Bids, including Map of Regions 2. Template IDIQ Construction Contract 3. IDIQ Contract General Terms and Conditions 4. Construction Task Catalog 5. Technical Specifications A full copy of the IFB can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Submit a Question | Register for this Bid | Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Bid Conference	Login instructions will be provided to registered plan takers by email two business days prior to the web conference.	Tuesday September 3, 2024 09:00 AM (CDT)	No	

Documents

File Name	Pages
IFB_FL-092524_IDIQ_Florida_Invitation_for_Bid Monday August 12, 2024 06:57 PM	13
IFB_FL-092524_State_of_Florida_General_Terms_and_Conditions Monday August 12, 2024 07:03 PM	35
IFB_FL-092524_IDIQ_Florida_Template_Contract Monday August 12, 2024 07:03 PM	2
CTCs and Technical Specifications Monday August 12, 2024 07:53 PM	--

Addenda

No Addenda Available ...

Docusign Envelope ID: F434B11D-C73D-4F6B-859A-E6E6DFCC9397

Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: FL-R7-GC-092524-TCI

Service Type: General Construction

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Team Contracting, Inc.**, 13911 SW 42nd Street, Suite 209, Miami, FL 33175 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is two (2) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 10, 2026, unless it is cancelled or extended as defined in this Contract.

   a) **Extensions.** Sourcewell and Contractor may agree to up to three (3) additional one-year extensions beyond the original two-year term. The total possible length of this Contract will be five (5) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 7. The Contractor's IDIQ construction service type is: General Construction. The Contractor has agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

Docusign Envelope ID: F434B11D-C73D-4F6B-859A-E6E6DFCC9397

A. **Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1594.

B. **Other Than Normal Working Hours and Performed in Non-Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1699.

C. **Normal Working Hours and Performed in Secure Areas**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1794.

D. **Other Than Normal Working Hours and Performed in Secure Areas**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1799.

E. **Non-pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.1994.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Daniel Gell. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell	Team Contracting, Inc.
By: Signed by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Daniel Gell AFE7277CB320410...
Jeremy Schwartz	Daniel Gell
Title: Chief Procurement Officer	Title: Vice President
Date: 12/10/2024 | 3:05 PM CST	Date: 12/10/2024 | 3:20 PM EST

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING AND ENTER INTO A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF ADMINISTRATION FOR TREE MAINTENANCE WITHIN THE DOWNTOWN AREA OF THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City Administration of the City of Opa-Locka desires to accept the grant funding and execute an agreement with the Florida Department of Agriculture and Consumer Services Division of Administration for Tree Maintenance in the amount of $49,500.00.

WHEREAS, the purpose of the proposed maintenance project is to reduce risk and enhance the longevity of public trees. The project anticipates to increase the safety of the community, the health of the targeted trees, and the aesthetic of the trees and surrounding areas; and

WHEREAS, the estimated cost per tree is One Thousand, Five Hundred Dollars ($1,500.00), and the City of Opa-Locka ("City") intends to maintain thirty-three (33) trees for a total cost of Forty-Nine Thousand, Five Hundred Dollars ($49,500.00); and

WHEREAS, the Project is estimated to take seven (7) months; and

WHEREAS, upon acceptance of the grant funding, the City will issue an RFP for an ISA-certified arborist contractor and/or firm to survey the trees in the downtown areas. Once surveyed and trees are identified, the contractor will coordinate with City staff to maintain and manage the City's objectives, including 1) Pruning through Manual and Mechanical Means; 2) Raising the Canopy through Strategic Pruning; 3) Thinning the Trees through Strategic Pruning; 4) Reducing the Overall Size through Strategic Pruning; 5) Clearing Obstacles on the Area and Removing from the Site; 6) Removing Deadwood; 7) Providing Ground Cover (mulched area up to 20 inches outside the drip line of the tree canopy); 8) Staking of Recently Installed Trees; and 9) Inspecting Trees' Health; and

WHEREAS, there is no match requirement for this grant. However, this grant is intended to cover a period of service through August 2025. It is anticipated that future year budgets for the Beautification and Building Maintenance Division, responsible for City trees, will increase to reflect a higher standard of tree maintenance; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the Interim City Manager to accept the federal funding and to enter into the Grant Agreement with the Florida Department of Agriculture and Consumer Services Division of Administration, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to accept federal grant funds from the Florida Department of Agriculture and Consumer Services Division of Administration and to execute the Grant Agreement, attached hereto as Exhibit "A", for tree maintenance in the downtown areas of the City, in the amount of Forty-Nine Thousand, Five Hundred Dollars ($49,500.00).

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida, authorizing the City Manager to accept federal grant funds from the Florida Department of Agriculture and Consumer Services Division of Administration and to execute the Grant Agreement, attached hereto as Exhibit "A", for tree maintenance in the downtown areas of the City, in the amount of Forty-Nine Thousand, Five Hundred Dollars ($49,500.00).

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

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

PASSED and **ADOPTED** this _____ day of _____, 2025.

_____
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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**	Adelina Gross		
Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**	Sha'mecca Lawson		
Commission Meeting Date:	2.12.2025		**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	Interim City Manager		**Department:**		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING AND EXECUTE THE GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF ADMINISTRATION FOR TREE MAINTENANCE IN THE AMOUNT OF $49,500.00.

Staff Summary:

City Administration desires to accept the grant funding and execute an agreement with the Florida Department of Agriculture and Consumer Services Division of Administration for Tree Maintenance in the amount of $49,500.00 The purpose of the proposed maintenance project is to reduce risk and enhance the longevity of public trees. It will increase the safety of the community, the health of the targeted trees, and the aesthetic of the trees and surrounding areas. The estimated cost per tree is $1,500, and the City intends to maintain 33 trees for a total cost of $49,500.00.

Tree Maintenance Project

This will take seven months. Upon acceptance of the grant funding, the City will issue an RFP for an ISA-certified arborist contractor and/or firm to survey the trees in the downtown areas. Once surveyed and trees are identified, the contractor will coordinate with staff to maintain and manage the following objectives:

1. Pruning through Manual and Mechanical Means
2. Raising the Canopy through Strategic Pruning
3. Thinning the Trees through Strategic Pruning
4. Reducing the Overall Size through Strategic Pruning
5. Clearing Obstacles on the Area and Removing from the Site
6. Removing Deadwood
7. Providing Ground Cover (mulched area up to 20 inches outside the drip line of the tree canopy)
8. Staking of Recently Installed Trees
9. Inspecting Trees' Health

Trees located in the downtown areas include:

1. Royal Palm
2. Oak Trees
3. Black Olives Trees
4. Sable Palm
5. Silver Buttonwood Tree
6. Ficus Tree

Financial Impact: There is no match requirement for this grant. However, this grant is intended to cover a period of service through August 2025. It is anticipated that future year budgets for the Beautification and Building Maintenance Division, responsible for City trees, will increase to reflect a higher standard of tree maintenance.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to accept the Grant Funding and execute the grant agreement from the Florida Department of Agriculture and Consumer Services Division of Administration for Tree Maintenance.

Attachment:

1. Agenda
2. Grant Agreement for Execution

FDACS #31755

Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of _____, 20_____ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the City of Opa-Locka, ("SUBRECIPIENT"). The SUBRECIPIENT'S application package for federal financial assistance, dated April 17, 2024 ("APPLICATION") is incorporated by reference. The SUBRECIPIENT shall perform the Scope of Work contained in the SUBRECIPIENT'S APPLICATION.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is:70151500

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is $49,500.00. In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 31st day of August of 2024 ("Term").

2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.

b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

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a. The SUBRECIPIENT must provide quantifiable, measurable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the SUBRECIPIENT APPLICATION.

3. Financial Management

a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.

b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.

b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the SUBRECIPIENT APPLICATION.

c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.

d. The payment request packet is downloadable from https://forms.fdacs.gov/02019.pdf.

e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

g. $49,500.00 for one year based on invoices submitted for expenses incurred during the quarterly periods ending March 31, June 30, September 30 and December 31 of each year. Invoices must be received within 30 calendar days of the conclusion of each quarter. Bills will be in the form of an invoice by major categories and will include local funding information detailing staff salaries, benefits, indirect costs (at 10% of Total Direct Costs) and other approved expenses, if accrued.

h. Travel and per diem costs are not allowable under this contract.

i. No advance payments are allowed.

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5. Payment of Reimbursement Requests

a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.

d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.

(1) Reimbursement Request Form with required backup documentation.
(2) Final Report - brief paragraph on letterhead summarizing what was accomplished with the grant funding.
(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
(4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
(5) Certification of Acceptance executed by a Florida Forest Service official.

e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80

b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

a. The Budget Plan contained in the SUBRECIPIENT APPLICATION lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.

b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

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c. Prior approval, evidenced by contract amendment, is required for:

(1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

a. The SUBRECIPIENT shall have an acknowledgement of the U.S.D.A. Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

Minimum verbiage requirement is as follows: "This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: “Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the U.S.D.A. Forest Service”.

e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the U.S.D.A. Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the U.S.D.A. Forest Service nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

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a. Equipment must be used in the project for which the federal funds are derived.
b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.

f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.

c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.

d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

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1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.

2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.

2. The SUBRECIPIENT must have documented procurement procedures.

3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from http://forms.freshfromflorida.com/02018.pdf.

2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.

3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.

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5. The RECIPIENT will give 48 hours of notice of any on site review.

6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.

7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.

b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.

b. Disallow all or part of the cost of the services not in compliance.

c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:

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(1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

(2) Fails, to timely fulfill its obligations under the AGREEMENT;

(3) Improperly or illegally uses funds provided under this AGREEMENT; or

(4) Submits reports that are incorrect in any material respect.

b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

3. Financial Consequences

a. If final paperwork is not submitted within 45 days of completion of the project, payment to the SUBREICIPIENT will NOT be made.

b. Financial penalties for not completing Deliverables will be calculated by dividing the total award amount by the number of Deliverables unless otherwise noted in the Scope of Work. The financial penalty for missing Deliverables will be applied to the final payment.

K. CLOSE OUT

1. Notwithstanding the termination of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments

a. Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

c. Audit provisions are not required for a SUBRECIPIENT who is an individual.

d. In the event that the SUBRECIPIENT expends $750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.

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e. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

f. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.
b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.

b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.

c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

a. Audits shall be performed annually to meet this requirement.

5. Sanctions

a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.

b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.

c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.

d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.

b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.

e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.

c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete and the reporting package and form will be publicly available on the web.

d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.

e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at https://www.fac.gov.

f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

1. Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or

employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under this AGREEMENT.

2. Any changes to this AGREEMENT require the written approval of each party's authorized official.

3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with this AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

4. The SUBRECIPIENT acknowledges and agrees that:

i. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a

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contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

5. The SUBRECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

6. The SUBRECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. SUBRECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

7. This AGREEMENT is contingent upon the availability of funding from the federal agency. This AGREEMENT may be terminated by RECIPIENT if funding from the federal agency is reduced or terminated.

8. The SUBRECIPIENT represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this AGREEMENT shall be verified by SUBRECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

9. The SUBRECIPIENT shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the SUBRECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT.

10. The SUBRECIPIENT acknowledges it has completed the certification regarding lobbying.

11. If prior written authorization for subcontracting is granted by the DEPARTMENT, any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.

12. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT.

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Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.

13. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

14. This AGREEMENT may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.

15. In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

16. This AGREEMENT shall be controlled by Florida law, without regard to any conflict of law provisions thereof.

17. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, such clause or requirement shall be without force and effect and the requirements of the applicable Florida law shall substitute for that clause or requirement and be binding on all parties hereto.

18. SUBSUBRECIPIENT agrees that all services to be performed hereunder shall be performed solely by the SUBRECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT, which may be withheld by DEPARTMENT for any reason or granted subject to SUBRECIPIENT's compliance with one or more of the following: (i) SUBRECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; (ii) DEPARTMENT withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the SUBRECIPIENT until SUBRECIPIENT submits evidence satisfactory to DEPARTMENT that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the SUBRECIPIENT; and (iii) SUBRECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the SUBRECIPIENT.

19. The termination of this AGREEMENT (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Sections M(17) hereof and Articles D (entitled "FINANCIAL AND PROGRAM MANAGEMENT"), I (entitled "RECORD RETENTION AND ACCESS"), K (entitled "CLOSE OUT"), and L (entitled "AUDIT REQUIREMENTS") hereof will survive the termination of this AGREEMENT.

Special Conditions: N/A

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Todd Little
and is located at 3125 Conner Blvd. Tallahassee, Florida 32399.

The Grant Manager for the SUBRECIPIENT is Yesly Guillen

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and is located at 780 Fisherman Street, Opa-locka, Florida 33054

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from U.S.D.A. Forest Service, federal financial assistance funding opportunity under FAIN # 23-DG-11083112-500 and Catalog of Federal Domestic Assistance 10.727, Inflation Reduction Act Urban & Community Forestry.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
Joey B. Hicks	
Signature	Signature
Director of Administration	
Title	Title
10/21/2024	
Date	Date

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-500	**2. Subrecipient FEIN:** 596000394
3. Subrecipient Legal Name: City of Opa-locka	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	

Performance Measures

Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1	1	Tree Maintenance	Maintain trees for health, community safety and aesthetic	$1,500	50 trees will be properly pruned, thinned, staked and monitored.

Describe in detail the activity or work to be conducted.

The purpose of the proposed maintenance project is to reduce risk and enhance the longevity of public trees. It will increase the safety of the community, the health of the targeted trees, and the aesthetic of the trees and surrounding areas.

The estimated cost per tree is $1,500, and the City intends to maintain 33 trees for a total cost of $49,500.

The City of Opa-locka will:

Deliverable #1 – Tree Maintenance. This will take seven months. The City will hire an ISA-certified arborist contractor to survey the trees in the downtown areas. Once surveyed and trees are identified, the contractor will coordinate with Public Works to maintain and manage the following objectives:

1. Pruning through Manual and Mechanical Means
2. Raising the Canopy through Strategic Pruning
3. Thinning the Trees through Strategic Pruning
4. Reducing the Overall Size through Strategic Pruning
5. Clearing Obstacles on the Area and Removing from the Site
6. Removing Deadwood
7. Providing Ground Cover (mulched area up to 20 inches outside the drip line of the tree canopy)
8. Staking of Recently Installed Trees
9. Inspecting Trees' Health

The trees that are located in the downtown areas identified are:

1. Royal Palm
2. Oak Trees
3. Black Olives Trees
4. Sable Palm
5. Silver Buttonwood Tree
6. Ficus Tree

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-500	**2. Subrecipient FEIN:** 596000394
3. Subrecipient Legal Name: City of Opa-locka	

Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Estimated Budget
Personnel	N/A	N/A	N/A	N/A	N/A
Fringe Benefits	N/A	N/A	N/A	N/A	N/A
Travel (if authorized)	N/A	N/A	N/A	N/A N/A	N/A
Equipment (if authorized	N/A	N/A	N/A	N/A	N/A
Supplies	N/A	N/A	N/A	N/A	N/A
Contractual (if authorized)	$0	$24,750.	$0	$24,750	$49,500
Other Expenses	N/A	N/A	N/A	N/A	N/A
Total Direct Charges	$0	$24,750	$0	$24,750	$49,500
Indirect Charges	N/A	N/A	N/A	N/A	N/A
Total Amount	$0	$24,750	$0	$24,750	$49,500

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Tree Planting Requirements

1. Trees/palms (including those planted as part of the local match) must be at least Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards).
2. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
3. Minimum tree size is 1½ inch caliper, in at least a 15-gallon container.
4. At least three tree species native or naturalized to the area and suitable for the site and objective must be planted. No species may represent over 25% of the total number of trees planted during the project.
5. Up to ten percent (10%) of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60-day grow-in period.
6. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species may not be planted as any part of this grant program. The list may be found at www.floridainvasivespecies.org
7. Maximum allowable cost per individual tree or palm is $500, which can be split between grant and match for purchasing and planting.
8. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.
9. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for another species.
10. A maximum of $15 per tree may be spent on planting materials during the 60 day grow-in period only.
11. Purchasing and planting of shrubs and ground covers in conjunction with tree planting may only serve as a matching cost, and as such cannot be reimbursed.

12. **Proposals must include the following information:**
    a. Site location map.
    b. Minimum of three, color photographs of planting site.
    c. Detailed planting plan (site plan) showing the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires.
    d. Written approval from the Florida Department of Transportation for planting and maintenance on the State right-of-way (if applicable).
    e. Three (3)-year maintenance plan to be carried out by the grant recipient at their expense. Maintenance costs incurred after certification by the Florida Forest Service (FFS) are ineligible for reimbursement.
    f. Resolution by the managing agency of the property (if different from the applicant) which states they concur with the grant proposal and maintenance plan.
13. Required (60-day) "grow-in period" prior to Certification of Acceptance by the Department and processing of final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.
14. Tree Plantings must follow established procedures for handling, placement, and maintenance. Refer to http://hort.ifas.ufl.edu/woody for additional guidance.
15. After tree planting is completed, the required iTree Design project report must be submitted prior to the processing of the final reimbursement. This tool estimates

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the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree Design is an easy to use and free program that can be found at https://design.itreetools.org/

16. All proposals must include a screenshot of the CEJST tool indicating that the area in which the project is taking place is recognized as disadvantaged. All work must be completed in census tracts designated as disadvantaged by the CEJST tool. Applicants must provide census tract information for any tract in which work is to be completed.
17. Maximum of thirty percent (30%) of grant funds may be utilized to improve site conditions for long term growth of newly planted trees. Eligible improvements include (but are not limited to) removing sidewalk or other pavement, installing permeable pavement, or reducing conflicts with other existing infrastructure.

Tree Maintenance Requirements:

1. All work must be conducted under the supervision of an International Society of Arboriculture (ISA) certified arborist, preferably on the staff of the managing agency, but if the agency is using a contractor to conduct maintenance, the certified arborist could be on the staff of the selected contractor.
2. Any trees to be removed with this funding must be rated as high risk according to a tree risk assessment conducted by an ISA certified arborist with the tree risk assessment qualification (TRAQ).
3. Proposals must include a site map showing areas in which maintenance will be conducted and what maintenance will be done on each tree receiving work in the selected area.
4. Proposals must include color photographs of each site in which maintenance will be conducted with a caption indicating what maintenance actions are to be taken.
5. All proposals must include a screenshot of the CEJST tool indicating the area in which the project is taking place is recognized as disadvantaged.
6. Written approval is required (as part of the proposal) from the Florida Department of Transportation for maintenance on any state right-of-way.
7. All work conducted must follow ANSI A300 and Z133 standards for best management practices found on the International Society of Arboriculture's website at www.isa-arbor.com
8. Reimbursement requests will require photographic documentation of the completed work to indicate compliance with best management practices for pruning.

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,’ in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

_____ FDACS# 31755 _____
PRINTED NAME/TITLE OF REPRESENTATIVE — CONTRACT / PURCHASE ORDER NUMBER

_____
SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ FDACS# 31755 _____
PRINTED NAME/TITLE OF REPRESENTATIVE — CONTRACT / PURCHASE ORDER NUMBER

_____
SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 Rev. 01/21

Certificate Of Completion

Envelope Id: 5E4020E921FE40D0AE37B98099460230
Subject: Please DocuSign: FDACS CONTRACT# 31755 CITY OF OPA-LOCKA
Source Envelope:
Document Pages: 19
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Beverlie Bechette
407 South Calhoun Street
Mayo Building, SB-8
Tallahassee, FL 32399-0800
Beverlie.Bechette@fdacs.gov
IP Address: 164.51.45.242

Record Tracking

Status: Original
October 21, 2024 | 08:49
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Beverlie Bechette
Beverlie.Bechette@fdacs.gov
Pool: StateLocal
Pool: Florida Department of Agriculture and Consumer Services

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Joey B. Hicks joey.hicks@fdacs.gov Director of ADministration Security Level: Email, Account Authentication (None)	Joey B. Hicks Signature Adoption: Pre-selected Style Using IP Address: 164.51.45.242	Sent: October 21, 2024 | 08:52 Viewed: October 21, 2024 | 14:14 Signed: October 21, 2024 | 14:14
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
YESLY GUILLEN YGUILLEN@OPALOCKAFL.GOV Security Level: Email, Account Authentication (None)		Sent: October 21, 2024 | 14:14 Resent: October 30, 2024 | 08:57 Resent: November 1, 2024 | 10:24 Resent: November 13, 2024 | 10:22 Viewed: November 21, 2024 | 11:10
Electronic Record and Signature Disclosure: Accepted: October 30, 2024 | 15:59 ID: 728714f3-1cd8-4930-9843-3d288ed7d8cb		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
TODD LITTLE Todd.Little@fdacs.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: October 21, 2024 | 14:14 Viewed: December 3, 2024 | 08:27
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	October 21, 2024 | 08:52
Certified Delivered	Security Checked	November 21, 2024 | 11:10

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A SUBORDINATION AGREEMENT, ATTACHED HERETO, BETWEEN THE CITY OF OPA- LOCKA, THE OPA -LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC D/B/A TEN NORTH GROUP, AND THE INTERNATIONAL FINANCE BANK (IFB); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("the City") previously entered into an agreement with the Opa-Locka Community Development Corp d/b/a Ten North Group ("Ten North Group "), regarding the purchase of the property located at 432 Opa-locka Blvd, Opa-locka, Florida, ("Hurt Building") with the City holding a Twenty Five Thousand Dollars ($25,000.00) mortgage from OLCDC; and

WHEREAS, accordingly, the City is the owner and holder of a mortgage, which was recorded on March 11, 1985 in the Miami-Dade County Official Records Book 12440, Page 395-398, securing the promissory note in the principal amount of Twenty Five Thousand Dollars ($25,000.00) from Opa-Locka Community Development Corporation, Inc., d/b/a Ten North Group; and

WHEREAS, the City had previously subordinated its mortgage twice: 1) to a mortgage in favor of Miami -Dade County to Ten North Group (mortgage was assumed by Ten North Group in the principal amount of Two Hundred Forty Thousand Four Hundred Sixteen Dollars ($240,416.00), dated as of April 17, 1991 and recorded in Official Records Book 14984 Page 1252 in the public records of Miami-Dade County Florida) and 2) to Branch Banking and Trust Co ("BB &T") to allow OLCDC to transfer the property to the Hurt Building, LLC. and allowed Ten North to make improvements on the property (a note for Six Hundred Eighteen Thousand Dollars ($618,000.00), as demonstrated by the Consent and Subordination Agreement recorded in Official Records Book 29529, Page 1380, Public Records of Miami-Dade County, Florida); and

WHEREAS, the City is now requested to subordinate its mortgage to a new Two Million, One Hundred Seventy-Five Thousand Dollars ($2,175,000.00) mortgage executed with the International Finance Bank (IFB). Ten North Group has stated that the Miami-Dade County mortgage has since been satisfied; and

WHEREAS, the City understands that the Senior Note is being replaced by the new indebtedness from the International Finance Bank (the "IFB Debt") and that, as a result, the City's Debt will be unconditionally subordinated to the IFB Two Million, One Hundred Seventy-Five Thousand Dollars ($2,175,000.00) mortgage.

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 and directs the Interim City Manager and City Attorney to execute a Subordination Agreement, attached hereto as Exhibit "A", subordinating the City's mortgage to the mortgage held by the International Finance Bank.

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 _____, 2025.

_____
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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Interim City Manager:	Shamecca Lawson			**ICM Signature:**				
Commission Meeting Date:	02.12.2025		**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	Interim City Manager		**Department:**		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A SUBORDINATION AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND TEN NORTH GROUP FORMERLY KNOWN AS THE OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION,INC.

Staff Summary:

The City is the owner and holder of a mortgage recorded on February 26, 1985, which was recorded in Official Records Book 12440, Page Numbers 395-398 in the Public Records of Miami Dade County, Florida, securing a promissory note in the principal amount of $25,000.00 from Opa-Locka Community Development Corporation, Inc., d/b/a Ten North Group (the "City's Debt").

The City's Debt was subordinated on March 9, 2015, to a note in favor of Branch Banking and Trust Company for $618,000.00, as demonstrated by the Consent and Subordination Agreement recorded in Official Records Book 29529, Page 1380, Public Records of Miami-Dade County, Florida (the "Senior Note").

The City understands that the Senior Note is being replaced by a new indebtedness from the International Finance Bank (the "IFB Debt") and that, as a result, the City's Debt will be unconditionally subordinated to the IFB $2,000,000 Debt.

Financial Impact- There is no financial impact for this item and does not have an affect on any fund balances moving forward.

Proposed Action:

The Interim City Manager will proceed at the direction of the City Commission.

Attachment:

Resolution No. 14-8870
Consent and Subordination Agreement
Revolving Promissory Note-IFB
Mortgage Assignment

Shamecca Lawson

From: Shamecca Lawson
Sent: Thursday, November 14, 2024 12:16 PM
To: Natividad Barrios; Willie Logan
Cc: Jeff Bridges; Celia Reynaldo
Subject: RE: INTERNATIONAL FINANCE BANK LOAN -- OLCDC, TRAIN STATION, HURT BUILDING
Attachments: Reso No. 14-8870 BBT.pdf

Good Morning:

This must be approved by the City Commission as it was done in 2014.

Sincerely,

Sha'mecca Lawson
Interim City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Office: 305.953.2868 Ext. 1202
Cellular: 305.401.5807
Email: slawson@opalockafl.gov

From: Natividad Barrios <nbarrios@pardojackson.com>
Sent: Thursday, November 14, 2024 10:10 AM
To: Shamecca Lawson <slawson@Opalockafl.gov>; Willie Logan <Logan@tennorthgroup.com>
Cc: Jeff Bridges <jbridges@tennorthgroup.com>; Celia Reynaldo <Celia@tennorthgroup.com>
Subject: RE: INTERNATIONAL FINANCE BANK LOAN -- OLCDC, TRAIN STATION, HURT BUILDING

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

Good morning,

I understand but even if Darvin approved it as per his attached email???

Natividad "Nati" Barrios, Real Estate Paralegal
Pardo Jackson Gainsburg & Shelowitz, PL
100 S.E. Second Street, Suite 2050
Miami, Florida 33131
Phone: (305) 358-1001
Direct: (305) 722-7191
Facsimile: (305) 358-2001
E-Mail: ***nbarrios@pardojackson.com***
Website: ***www.pardojackson.com***

PJGS PARDO JACKSON GAINSBURG & SHELOWITZ, PL
ATTORNEYS AT LAW





The contents of this e-mail message and any attachments are intended solely for the addressee(s) named in the message. This communication is intended to be and to remain confidential and may be subject to applicable attorney-client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and its attachments. Do not deliver, distribute, or copy this message and/or any attachments; and, if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

From: Shamecca Lawson <slawson@Opalockafl.gov>
Sent: Thursday, November 14, 2024 10:08 AM
To: Natividad Barrios <nbarrios@pardojackson.com>; Willie Logan <Logan@tennorthgroup.com>
Cc: Jeff Bridges <jbridges@tennorthgroup.com>; Celia Reynaldo <Celia@tennorthgroup.com>
Subject: RE: INTERNATIONAL FINANCE BANK LOAN -- OLCDC, TRAIN STATION, HURT BUILDING

CAUTION: EXTERNAL

Good Morning:

I was advised by our City Attorney that this item will need to be submitted to the City Commission for approval.

Our next Commission Meeting is December 11, 2024.

Sincerely,

Sha'mecca Lawson
Interim City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Office: 305.953.2868 Ext. 1202
Cellular: 305.401.5807
Email: slawson@opalockafl.gov

From: Natividad Barrios <nbarrios@pardojackson.com>
Sent: Thursday, November 14, 2024 9:41 AM
To: Willie Logan <Logan@tennorthgroup.com>
Cc: Jeff Bridges <jbridges@tennorthgroup.com>; Celia Reynaldo <Celia@tennorthgroup.com>; Shamecca Lawson <slawson@Opalockafl.gov>
Subject: RE: INTERNATIONAL FINANCE BANK LOAN -- OLCDC, TRAIN STATION, HURT BUILDING

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

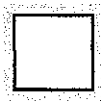
Shamecca Lawson

From: Willie Logan <Logan@tennorthgroup.com>
Sent: Wednesday, November 13, 2024 6:58 AM
To: Shamecca Lawson
Cc: Tiquella Brown; Celia Reynaldo; Jeff Bridges
Subject: RE: INTERNATIONAL FINANCE BANK LOAN -- OLCDC, TRAIN STATION, HURT BUILDING

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

Good morning Shamecca, I also wanted to make sure y saw the email where Darvin Williams approve it. He never submitted the actual form. It's in the email trail below, but I've copied and put back in front of you.

From: Darvin Williams <dwilliams@Opalockafl.gov>
Sent: Wednesday, August 7, 2024 6:03 PM
To: Natividad Barrios <nbarrios@pardojackson.com>
Cc: Willie Logan <Logan@tennorthgroup.com>; Jeff Bridges <jbridges@tennorthgroup.com>; Celia Reynaldo <Celia@tennorthgroup.com>
Subject: FW: INTERNATIONAL FINANCE BANK LOAN -- OLCDC, TRAIN STATION, HURT BUILDING



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender dwilliams@Opalockafl.gov



You don't often get email from dwilliams@opalockafl.gov. Learn why this is important

CAUTION: EXTERNAL
To Whom It May Concern:

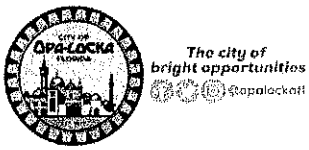
The City is the owner and holder of a mortgage recorded on February 26, 1985, which was recorded in Official Records Book 12440, Page Numbers 395-398 in the Public Records of Miami Dade County, Florida, securing a promissory note in the principal amount of $25,000.00 from Opa-Locka Community Development Corporation, Inc., d/b/a Ten North Group (the "City's Debt").

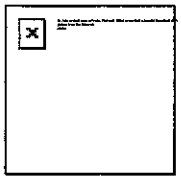
The City's Debt was subordinated on March 9, 2015, to a note in favor of Branch Banking and Trust Company for $618,000.00, as demonstrated by the Consent and Subordination Agreement recorded in Official Records Book 29529, Page 1380, Public Records of Miami-Dade County, Florida (the "Senior Note").

The City understands that the Senior Note is being replaced by a new indebtedness from the International Finance Bank (the "IFB Debt") and that, as a result, the City's Debt will be unconditionally subordinated to the IFB Debt.

Sincerely,

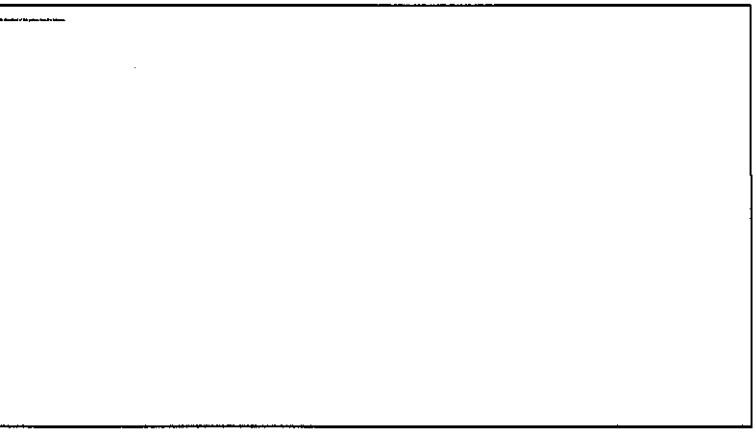
Darvin E. Williams, JD, MBA, MPH
City Manager, City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Office: 305-953-2868 Ext 1202
Cellular: 786-643-1069
Email: dwilliams@opalockafl.gov





Willie Logan
President and CEO, Ten North Group

305 687 3545 | 305 796 0834 | tennorthgroup.com
logan@tennorthgroup.com
490 Opa-locka Blvd, Ste. 20 Opa-locka, FL 33054



From: Willie Logan
Sent: Tuesday, November 12, 2024 5:10 PM
To: Shamecca Lawson <slawson@Opalockafl.gov>
Cc: Tiquella Brown <tbrown@Opalockafl.gov>; Celia Reynaldo <Celia@tennorthgroup.com>; Jeff Bridges <jbridges@tennorthgroup.com>
Subject: RE: INTERNATIONAL FINANCE BANK LOAN -- OLCDC, TRAIN STATION, HURT BUILDING

From: Lida Rodriguez-Taseff
Sent: Friday, December 6, 2024 2:03 PM
To: Sha'mecca Lawson <slawson@Opalockafl.gov>; 'awalker@Opalockafl.gov' <awalker@Opalockafl.gov>
Cc: Willie Logan <Logan@tennorthgroup.com>; Jeff Bridges <jbridges@tennorthgroup.com>; Celia Reynaldo <Celia@tennorthgroup.com>; Nakia Bowling <Nakia@tennorthgroup.com>; James Nixon <james@tennorthgroup.com>; Nazina Belle <nazina@tennorthgroup.com>
Subject: Request for Assumption and Subordination Agreement -- Relating to Existing City Loan in the amount of $25,000

Dear City Manager Lawson and Ms. Walker,

Further on your prior communications with Ten North Group's President and CEO, Willie Logan as evidenced below, please accept this communication as Ten North Group's formal request for the City of Opa-locka to approve the attached draft proposed Consent and Subordination Agreement which would subordinate an existing City Loan in the amount of $25,000 to a debt obligation with International Finance Bank, as more fully described and explained below.

By way of background, the City of Opa- Locka is the holder of a mortgage, recorded in Miami-Dade County Public Records Book 12440, Page 395 (the "City's Mortgage"), on the property located at 432 Opa -Locka Blvd., Opa- Locka, FL 33054, which secures a $25,000 loan from the City.

That City Mortgage was subordinated by the City back in 2015, to a note in favor of Branch Banking and Trust Company in the amount of $618,000.00 (the "Original Senior Note"). (Please see the attached Consent and Subordination Agreement, which was recorded in Official Records Book 29529, Page 1380, Public Records of Miami-Dade County, Florida).

Currently, the Original Senior Note is being replaced by a new indebtedness from International Finance Bank evidenced by the attached Revolving Line of Credit Promissory Note in the amount of $2,175,000 and the attached related Mortgage (the "IFB Debt").

As a result, we are looking for the City Commission's approval on December 11th, of the above-referenced draft proposed Consent and Subordination Agreement, which would subordinate the City Mortgage to the IFB Debt.

We believe that approval of said draft proposed Consent and Subordination Agreement is in the interests of the City because the City's Mortgage was already in a subordinate position, so the Consent and Subordination Agreement would simply continue that fact.

Please do not hesitate to reach out should you have any questions regarding the foregoing.

Very truly yours,

Lida Rodriguez-Taseff
Chief Legal Officer, Corporate Secretary, Ten North Group

---

305 582 1255 | tennorthgroup.com

lrtaseff@tennorthgroup.com

490 Opa-locka Blvd, Ste. 20 Opa-locka, FL 33054

LEGAL SERVICES OF GREATER MIAMI, INC.

Chesterfield Smith Center for Equal Justice
3000 Biscayne Boulevard, Suite 500 • Miami, FL 33137-4129
Direct Line: (305) 438-2425 • Fax: (305) 573-5800 • TDD: (305) 573-1578
semami@lsgmi.org • www.lsgmi.org

CARLOS J. CANINO
President

JEFFREY B. CROCKETT
1st Vice President

LIONEL LIGHTBOURNE
2nd Vice President

JORDI GUSO
Treasurer

TIFFANI LEE
Secretary

LANCE A. HARKE
Immediate Past President

MARCIA K. CYPEN
Executive Director

November 6, 2014

Sent to: The City of Opa-Locka

RE: Request for Assumption and Subordination of Existing City Loan in the amount of $25,000

To Whom it May Concern:

Our law firm represents Opa-Locka Community Development Corporation, Inc. ("OLCDC").

OLCDC is requesting that the City of Opa-Locka's mortgage, recorded in Miami-Dade County Public Records Book 12440, Page 395, on the property located at 432 Opa-Locka Blvd., Opa-Locka, FL 33054 (the "Property"), be subordinated to Branch Banking and Trust Company ("BB&T"), the Property's new first mortgage lender. OLCDC has secured the BB&T financing in order to make much needed repairs and improvements to the Property. If the City of Opa-Locka (the "City") consents to this transaction, the City would be in third position behind the FCB loan, and in second position behind a loan for $240,416 from Miami-Dade County ("County"), the Property's second mortgage lender. The Subordination Agreement (the form of which is attached hereto as Exhibit "A") is enclosed for the City's review and approval.

Our client is also requesting the transfer of the Property's title from OLCDC, a Florida non-profit corporation, to the Hurt Building, LLC, a wholly owned subsidiary of OLCDC. The Hurt Building, LLC is a Florida limited liability company and has only one member—OLCDC. Because the Hurt Building LLC would be assuming all responsibility under the current City loan, we have enclosed is an Assumption Agreement (Exhibit "B") for the City's review and approval.

We are trying to close the transaction by the end of this month. Please let us know as soon as possible if the City approves the assumption of the loan by the Hurt Building, LLC and the subordination of the City's existing loan.

Sincerely,



Shahrzad Emami, Esq.
Legal Services of Greater Miami, Inc.

Sponsored by: Mayor Taylor

RESOLUTION NO. 14-8870

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE AND EXECUTE A SUBORDINATION AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED, BETWEEN THE CITY OF OPA-LOCKA, THE OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC ("OLCDC"), AND BRANCH BANKING AND TRUST CO ("BB&T"); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-locka ("the City") entered into an agreement with the Opa-locka Community Development Corp ("OLCDC"), regarding the purchase of the property located at 432 Opa-locka Blvd, Opa-locka, Florida, ("Hurt Building") with the City holding a $25,000 mortgage from OLCDC; and

WHEREAS, the City had previously subordinated its mortgage to a mortgage in favor of Miami-Dade County to OLCDC; and

WHEREAS, the City is now requested to subordinate its mortgage to a third position behind a new mortgage given by Branch Banking and Trust Co ("BB&T"), to allow OLCDC to transfer the property to the Hurt Building, LLC.

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 hereby authorizes and directs the City Manager and the City Attorney to negotiate and execute a

Subordination Agreement in substantially the form attached, subordinating the City's mortgage to the mortgage held by the BB&T.

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

PASSED AND ADOPTED this 12th day of November, 2014.

MYRA TAYLOR
MAYOR

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Joseph S. Geller / John Dellagloria
GREENSPOON MARDER, PA
City Attorney

Moved by:	VICE MAYOR HOLMES
Seconded by:	COMMISSIONER PINDER
Commission Vote:	5-0
Commissioner Kelley:	YES
Commissioner Pinder:	YES
Commissioner Santiago:	YES
Vice-Mayor Holmes:	YES
Mayor Taylor:	YES

CFN: 20150152593 BOOK 29529 PAGE 1401
DATE:03/09/2015 01:31:04 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Legal Services of Greater Miami, Inc.
Attention: Shahrzad Emami, Esq.
3000 Biscayne Blvd.
Suite 500
Miami, Florida 33137

THIS SPACE FOR RECORDER'S USE ONLY

CONSENT AND SUBORDINATION AGREEMENT

This Consent and Subordination Agreement (this "Agreement") is entered into as of the 25th day of February, 2015 by and among **THE CITY OF OPA-LOCKA,** a municipal corporation of the State of Florida ("Subordinate Creditor"), OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, a Florida Non-Profit Corporation, ("Owner"), and **BRANCH BANKING AND TRUST COMPANY** ("Senior Lender").

RECITALS

Owner is the owner of the real property described on Exhibit A attached to this Agreement (the "Property").

Senior Lender is the owner and holder of a certain promissory note (the "Senior Note") in the original aggregate principal amount of $618,000.00 executed by Owner as Maker. The Senior Note is secured by a Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement (as applicable, the "Senior Security Instrument") executed by Owner in favor of Senior Lender (the "Senior Loan"), and encumbering the Property more particularly described on Exhibit "A" hereto and the improvements, fixtures, equipment, and other personal property described in the Senior Security Instrument (collectively the "Property"). Certain of the security interests granted in the Senior Security Instrument are perfected by the filing of a UCC-1 financing statement (the "Senior Financing Statement") showing Owner as debtor and Senior Lender as secured party. The Senior Note, the Senior Security Instrument, and the Senior Financing Statement are referred to collectively as the "Senior Loan Documents".

It is understood by the parties hereto that Senior Lender would not make the loan secured by the Senior Security Instrument without this Agreement.

Subordinate Creditor is the owner and holder of a mortgage or other security instrument (the "Subordinate Security Instrument") encumbering the Property recorded on February 26, 1985

in Official Records Book 12440 Page Numbers 395-398 in the Public Records of Miami Dade County Florida. The Subordinate Security Instrument secures a promissory note in the principal amount of $25,000.00 from Opa-Locka Community Development Corporation as maker to Subordinate Creditor as payee (the "Subordinate Note"). The Subordinate Security Instrument, the Subordinate Note and all other documents executed in favor of the Subordinate Creditor are herein referred to as the "Subordinate Loan Documents."

AGREEMENT

In consideration of the mutual benefits to Subordinate Creditor, Senior Lender, and Owner, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Senior Lender to make its respective loan, Subordinate Creditor, Senior Lender, and Owner hereby irrevocably agree as follows:

1. **Subordination and Consent**. Subordinate Creditor unconditionally subordinates the lien of, and all other rights under, the Subordinate Security Instrument and any and all related UCC financing statements and fixture filings filed with respect to the Property to the lien of, and all other rights under, the Senior Loan Documents and all advances or charges made or accruing thereunder, including any and all extensions, modifications and renewals thereof, additional advances thereunder (whether or not Senior Lender is obligated or committed to make such advances) and capitalization of interest, costs and fees in connection with any of the foregoing. Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Creditor's mortgage lien against the Property (which is subordinate in all respects to the lien of the Senior Security Instrument, and the other Senior Loan Documents) to secure Borrower's obligation to repay the Subordinate Note. Such permission is subject in all respects to the terms and conditions of this Agreement.

2. **Foreclosure of Subordinate Security Instrument**. Subordinate Creditor agrees that in any action taken to foreclose the Subordinate Security Instrument, no tenant of any portion of the Property will be named as a party defendant, nor will any other action be taken that would terminate any tenancy of the Property without the prior written consent of Senior Lender.

3. **Amount of Subordinate Debt**. Subordinate Creditor and Owner represent and warrant to Senior Lender that the total principal amount of the indebtedness secured by the Subordinate Security Instrument shall be no greater than $25,000.00, plus interest, if any.

4. **Modification of Senior and Subordinate Loan Documents; Certain Waivers.** Senior Lender and Owner may freely enter into extensions, modifications and renewals of the Senior Loan Documents without notice to or consent of Subordinate Creditor and no such extension, modification or renewal shall defeat the subordination made herein in whole or in part. Subordinate Creditor and Owner may not enter into extensions, modifications and renewals of the Subordinate Loan Documents without notice to or consent of the Senior Lender. Subordinate Creditor and Senior Lender each have adequate means to obtain information from Owner on a continuing basis concerning the financial condition of Owner and the Property and concerning

Owner's ability to perform Owner's obligations to Subordinate Creditor and Senior Lender. Subordinate Creditor and Senior Lender each assume the responsibility for being and keeping informed of the financial condition of Owner and of all circumstances bearing upon the risk of nonpayment of the obligations secured by the Subordinate Security Instrument, and the Senior Security Instruments. Subordinate Creditor and Senior Lender each hereby waive and relinquish any duty on the part of the other to disclose any matter, fact or thing relating to the business, operations or condition of Owner or to the Property now or hereafter known by Senior Lender or Subordinate Creditor.

5. **Lien Priorities; Lien Subordination**. Owner, Subordinate Creditor, and Senior Lender acknowledge and agree, notwithstanding the actual order of recording that the relative priority of the following instruments and related liens and encumbrances shall be in the order set forth below, and Subordinate Creditor and Senior Lender consents to the Owner's encumbrance of the Property by such liens and encumbrances:

a) first, the mortgage securing the Senior Loan;

b) second, the mortgage securing the loan from Miami Dade County to Opa-Locka Community Development Corporation, Inc. and assumed by Owner in the principal amount of $240,416.00 dated as of April 17, 1991 and recorded in Official Records Book 14984 Page 1252 in the public records of Miami-Dade County Florida;

c) third, the mortgage securing the Subordinate Creditor's Loan.

Subordinate Creditor hereby subordinates and subjects the liens and encumbrances created under its respective loan documents to the liens and encumbrances created under all loans and loan documents senior in priority (as set forth above) to its loan documents.

6. **Amendment**. This Agreement may be amended only by a written agreement duly executed by the parties hereto.

7. **Legal Costs**. In the event of any litigation, arbitration or other legal proceeding in which any party (including but not limited to Senior Lender) seeks to enforce its rights under this Agreement, each party shall be responsible for its own legal costs.

8. **Entire Agreement**. This Agreement sets forth the final expression of the entire agreement of the parties hereto with regard to the subordination provided for herein and shall supersede and cancel any prior agreements as to such subordination, including but not limited to those provisions, if any, contained in the Subordinate Security Instrument, which provide for the subordination of the lien or charge thereof to a mortgage or other security instrument thereafter executed.

9. **Binding Effect**. The heirs, administrators, assigns, and successors-in-interest of Subordinate Creditor and Senior Lender shall be bound by this Agreement.

10. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the state where the Property is located.

11. **Duplicate Originals; Counterparts.** This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

DATED as of the date first set forth above.

<<SIGNATURES ON FOLLOWING PAGES>>

SUBORDINATE CREDITOR:

ATTEST:
Joanna Flores
Joanna Flores, CMC
City Clerk
City of Opa-locka

CITY OF OPA-LOCKA

By:
Name: Kelvin L. Baker Sr.
Title: City Manager

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25th day of February 2015 by Kelvin L Baker Sr., as City Manager, on behalf of the City of Opa Locka, a municipal corporation of the State of Florida.

Personally Known ☑
Produced Identification ☐ Type of Identification:
☐ *Did* ☐ *Did Not* Take an Oath

Joanna Flores
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
NOTARY STAMP

JOANNA FLORES
MY COMMISSION EXPIRES
January 17, 2019
#FF 160908
Bonded thru Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

Approved as to form:
Joseph S. Geller
Joseph S. Geller
Greenspoon, Marder PA
City Attorney

OWNER:

OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, a Florida Non-Profit Corporation

By: Opa-Locka Community Development Corporation, Inc.

By: _____
Print Name: Willie Logan
Title: CEO - President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 26 day of February 2015 by Willie Logan, as CEO, President, on behalf of Opa-locka Community Development Corp., a Florida Non- Profit Corporation.

Personally Known ☒
Produced Identification ☐ Type of Identification:
☐ *Did* ☒ *Did Not* Take an Oath

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE Tammy L. Cobelo

NOTARY STAMP

TAMMY COBELO
MY COMMISSION # EE068737
EXPIRES April 26, 2015
(407) 398-0153 FloridaNotaryService.com

SENIOR LENDER:

BRANCH BANKING AND TRUST COMPANY

By: _____
Name: John Brown
Title: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of March 2015 by John Brown, as Vice President on behalf of Branch Banking and Trust Company.

Personally Known ☑
Produced Identification ☐ Type of Identification:
☐ *Did* ☐ *Did Not* Take an Oath

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NOTARY STAMP

MARILYN LEE STEELE
MY COMMISSION # EE 198526
EXPIRES: August 2, 2016
Bonded Thru Budget Notary Services

EXHIBIT "A"

Lots 9, 10 and 11, Block 79 of REVISED PLAT NO. TWO OPA-LOCKA, according to the Plat thereof as recorded in Plat Book 34, Page(s) 67, of the Public Records of MIAMI-DADE County, Florida.

And together with a portion of alley lying northerly of Lot 11, Block 79, and West of and adjacent to Lot 10, Block 79 of REVISED PLAT NO 2, OPA LOCKA, according to the Plat thereof, as recorded in Plat Book 34, Page 67, of the Public Records of Miami Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of Lot 9, Block 79, aforementioned; thence South 61°-57'-30" West along the Northerly line of Lots 9 and 10 for 60.00 feet to the Point of Beginning of tract hereinafter described; thence continue South 61°-57'-30" West for 25.00 feet to a point; thence South 25°-45'-11" East for 15.00 feet to the Northwesterly line of Lot 11; thence North 61°-57'-30" East along the Northerly line of Lot 11 for 25.00 feet to the Northeast corner of Lot 11; thence North 25°-45'-11" West along the Westerly line of Lot 10 aforementioned for 15.00 feet to the Point of Beginning containing 374.97 Sq. Ft.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Ten North Group
Attention: Lida Rodriguez-Taseff
490 Opa-locka Blvd., Ste 20
Opa-locka, FL 33054

CONSENT AND SUBORDINATION AGREEMENT

This Consent and Subordination Agreement (this "Agreement") is entered into as of the ___ day of February 2025, by and among the City of Opa-locka a municipal corporation of the State of Florida ("Subordinate Creditor") and Opa-locka Community Development Corporation, Inc., d/b/a Ten North Group ("Ten North Group ") and International Finance Bank ("Senior Lender").

RECITALS

A. The Subordinate Creditor is the owner and holder of a mortgage recorded on February 26, 1985, which was recorded in Official Records Book 12440 Page Numbers 395-398 in the Public Records of Miami Dade County Florida (the "City's Mortgage"), securing a promissory note in the principal amount of $25,000.00 from Opa-Locka Community Development Corporation, Inc., d/b/a Ten North Group (the "City's Debt") and encumbering the property more particularly described in Exhibit "A" hereto (the "Property").

B. The City's Mortgage and, by definition, the City's Debt was subordinated on March 9, 2015, to a note in favor of Branch Banking and Trust Company in the amount of $618,000.00 (the "Original Senior Note"), as demonstrated by the Consent and Subordination Agreement recorded in Official Records Book 29529, Page 1380, Public Records of Miami-Dade County, Florida (the "Original Consent and Subordination").

C. The Subordinate Creditor understands that the Original Senior Note is being replaced by a new indebtedness from Senior Lender in the amount of $2,175,000 (the "IFB Debt") as evidenced by the Revolving Line of Credit Promissory Note and related Mortgage which was recorded in Official Records Book _____ Page Numbers _____ in the Public Records of Miami Dade County Florida (the IFB Loan Documents and Security Instrument"), and that as a result, the City's Mortgage and City's Debt will be unconditionally subordinated to the IFB Debt and, by definition, to the IFB Loan Documents and Security Instrument.

AGREEMENT

In consideration of the mutual benefits to Subordinate Creditor, Senior Lender, and Ten North Group, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Senior Lender to make its respective loan, Subordinate Creditor, Senior Lender, and Ten North Group hereby irrevocably agree as follows:

1. **Subordination and Consent.** Subordinate Creditor unconditionally subordinates the lien of, and all other rights under, the City's Mortgage and any and all related UCC financing statements and fixture filings filed with respect to the Property to the lien of, and all other rights under, the IFB Loan Documents and Security Instrument and all advances or charges made or accruing thereunder, including any and all extensions, modifications and renewals thereof, additional advances thereunder (whether or

not Senior Lender is obligated or committed to make such advances) and capitalization of interest, costs and fees in connection with any of the foregoing. Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the IFB Loan Documents and Security Instrument and subject to the provisions of this Agreement, to permit Subordinate Creditor's mortgage lien against the Property (which is subordinate in all respects to the lien of the IFB Loan Documents and Security Instrument). Such permission is subject, in all respects, to the terms and conditions of this Agreement.

2. **Foreclosure of Subordinate Security Instrument.** Subordinate Creditor agrees that in any action taken to foreclose the City's Mortgage, no tenant of any portion of the Property will be named as a party defendant, nor will any other action be taken that would terminate any tenancy of the Property without the prior written consent of the Senior Lender.

3. **Amount of Subordinate Debt.** Subordinate Creditor and Ten North Group represent and warrant to Senior Lender that the total principal amount of the indebtedness secured by the City's Mortgage shall be no greater than $25,000.00, plus interest, if any.

4. Modification of Senior and Subordinate Loan Documents; Certain Waivers. Senior Lender and Ten North Group may freely enter into extensions, modifications and renewals of the IFB Loan Documents and Security Instrument without notice to or consent of Subordinate Creditor and no such extension, modification or renewal shall defeat the subordination made herein in whole or in part. Subordinate Creditor and Ten North Group may not enter into extensions, modifications and renewals of the City's Mortgage or City's Debt without notice to or consent of the Senior Lender. Subordinate Creditor and Senior Lender each have adequate means to obtain information from Ten North Group on a continuing basis concerning the financial condition of Ten North Group and the Property and concerning Ten North Group's ability to perform Ten North Group's obligations to Subordinate Creditor and to Senir Lender. Subordinate Creditor and Senior Lender each hereby waive and relinquish any duty on the part of the other to disclose any matter, fact or thing relating to the business, operations or condition of Ten North Group or to the Property now or hereafter known by Senior Lender or Subordinate Creditor.

5. **Lien Priorities; Lien Subordination.** Ten North Group, Subordinate Creditor, and Senior Lender acknowledge and agree, notwithstanding the actual order of recording that the relative priority of the following instruments and related liens and encumbrances shall be in the order set forth below, arid Subordinate Creditor and Senior Lender consent to the Ten North Group's encumbrance of the Property by such liens and encumbrances:

a) first, the mortgage securing the IFB Debt;

b) second, the mortgage securing the City's Debt.

Subordinate Creditor hereby subordinates and subjects the liens and encumbrances created under its respective loan documents to the liens and encumbrances created under all loans and loan documents senior in priority (as set forth above) to its loan documents.

6. **Amendment.** This Agreement may be amended only by a written agreement duly executed by the parties hereto.

7. **Legal Costs.** In the event of any litigation, arbitration or other legal proceeding in which any party (including but not limited to Senior Lender) seeks to enforce its rights under this Agreement, each party shall be responsible for its own attorney's fees and costs.

8. **Entire Agreement.** This Agreement sets forth the final expression of the entire agreement of the parties hereto with regard to the subordination provided for herein and shall supersede and cancel any prior agreements as to such subordination, including but not limited to those provisions, if any, contained in the Original Consent and Subordination.

9. **Binding Effect.** The assigns, and successors-in-interest of Subordinate Creditor and Senior Lender shall be bound by this Agreement.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

11. **Duplicate Originals; Counterparts.** This Agreement. may be executed in any number of duplicate originals or counterparts and each duplicate original or counterpart shall be deemed to be an original.

Dated as of the date set forth above.

SIGNATURES FOLLOW ON THE FOLLOWING PAGES

WITNESSES:

SUBORDINATE CREDITOR:

City of Opa-locka

_____
Print Name:_____

_____
Name:

_____
Print Name:_____
Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Special Warranty Deed was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by_____, in h__ capacity as _____ of the City of Opa-locka, who is personally known to me or who has produced _____ (type of identification) as identification.

My Commission Expires:

_____
Print Name:_____
NOTARY PUBLIC

WITNESSES:

TEN NORTH GROUP:

Opa-Locka Community Development Corporation, Inc., d/b/a Ten North Group, a Florida not for profit corporation

_____
Print Name:_____

_____
Print Name:_____

_____
Name:
Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Special Warranty Deed was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by _____, in his capacity as _____ of Opa-Locka Community Development Corporation, Inc, a Florida not for profit corporation, d/b/a Ten North Group, who is personally known to me or who has produced _____ (type of identification) as identification.

My Commission Expires:

_____
Print Name:_____
NOTARY PUBLIC

WITNESSES:

SENIOR LENDER:

International Finance Bank

_____

Print Name:_____

_____

Name:

Title:

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Special Warranty Deed was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by _____, in h__ capacity as _____ of International Finance Bank, who is personally known to me or who has produced _____ (type of identification) as identification.

My Commission Expires:

_____

Print Name:_____

NOTARY PUBLIC

EXHIBIT "A"

Lots 9, 10 and 11, Block 79 of REVISED PLAT NO. TWO OPA-LOCKA, according to the Plat thereof as recorded in Plat Book 34, Page(s) 67, of the Public Records of MIAMI-DADE County, Florida.

And together with a portion of alley lying northerly of Lot 11, Block 79, and West of and adjacent to Lot 10, Block 79 of REVISED PLAT NO 2, OPA LOCKA, according to the Plat thereof, as recorded in Plat Book 34, Page 67, of the Public Records of Miami Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of Lot 9, Block 79, aforementioned; thence South 61°-57'-30" West along the Northerly line of Lots 9 and 10 for 60.00 feet to the Point of Beginning of tract hereinafter described; thence continue South 61°-57'-30" West for 25.00 feet to a point; thence South 25°-45'-11" East for 15.00 feet to the Northwesterly line of Lot 11; thence North 61°-57'-30" East along the Northerly line of Lot 11 for 25.00 feet to the Northeast corner of Lot 11; thence North 25°-45'-11" West along the Westerly line of Lot 10 aforementioned for 15.00 feet to the Point of Beginning containing 374.97 Sq. Ft.

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $7,612.50 ARE BEING PAID IN CONNECTION WITH THIS NOTE, AS REQUIRED BY FLORIDA LAW, AND EVIDENCE OF SUCH PAYMENT SHALL BE AFFIXED TO THE MORTGAGE (AS DEFINED HEREIN).

REVOLVING LINE OF CREDIT PROMISSORY NOTE

Date of Note: August 9, 2024

Amount of Note: TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($2,175,000.00)

Maturity Date: August 9, 2027, or on DEMAND.

FOR VALUE RECEIVED, TOWN CENTER 675 LLC, a Florida limited liability company, as to Parcels 1 and 2; OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida not for profit corporation a/k/a Opa-Locka Community Development, Corp., a Florida corporation, as to Parcel 3; and OLCDC TRAIN STATION LLC, a Florida limited liability company, as to Parcel 4 (collectively, the "**Borrower**") hereby covenants and promises to pay to the order of INTERNATIONAL FINANCE BANK, a Florida Banking Corporation, its successors and/or assigns (the "**Lender**"), at 777 SW 37th Avenue, 6th Floor, Miami, FL 33135, or at such other place as Lender may designate to Borrower in writing from time to time, in legal tender of the United States, TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($2,175,000.00), together with all accrued interest, which shall be due and payable upon the following terms and conditions contained in this Revolving Line of Credit Promissory Note (this "**Note**") and the Loan Agreement (as defined herein).

A. Interest Rate:

(a) From the date hereof until and including the Maturity Date, Borrower may borrow, repay and reborrow, and Lender may advance and readvance under this Note from time to time, so long as the total principal balance outstanding at any one time does not exceed the principal amount stated on the face of this Note. Lender's obligation to make advances under this Note shall terminate upon the earlier to occur of: (i) an Event of Default under this Note or any other Loan Document, or (ii) the Maturity Date.

(b) Interest shall accrue on the unpaid principal balance of this Note from the date hereof at a floating rate per annum equal to the Wall Street Journal Prime Rate (as defined below), (the "**Interest Rate**"), but in no event shall the interest rate hereunder at any time be less than 6.50% (the "**Floor Rate**").

(c) As used herein, "**Wall Street Journal Prime Rate**" means the prime rate as published in The Wall Street Journal as of the date of this Note. The Interest Rate shall change automatically and immediately as of the date of any change in the Wall Street Journal Prime Rate without notice to Borrower. In the event The Wall Street Journal discontinues publishing the Wall Street Journal Prime Rate, Lender shall select another index and provide prior notice of the name of the new index and in what publication the new index can be found.

(d) Interest shall be calculated at the rate of 1/360 of the annual rate of interest for each day that principal is outstanding (i.e., interest will accrue and be paid on the actual number of calendar days elapsed from the date hereof based on a 360 day year.

B. Payment Terms:

Commencing on September 9, 2024 and continuing on the nineth (9th) day of each month thereafter, Borrower shall make consecutive monthly payments of accrued interest only. Unless this Note is otherwise accelerated in accordance with the terms and conditions hereof, the entire outstanding principal balance of this Note plus all accrued interest shall be due and payable in full on August 9, 2027 (the "**Maturity Date**").

C. Security:

This Note (as defined herein) is secured, in part, by that certain Mortgage, Assignment of Rents and Security Agreement dated as of even date herewith, from Borrower in favor of Lender, to be recorded in the Public Records of Miami-Dade County, Florida (as the same may be amended or modified from time to time, the "**Mortgage**"), granting Lender a lien and security interest in and to certain real property located in Miami-Dade County, Florida, as more particularly described in the Mortgage.

D. Loan Documents:

This Note, the Mortgage, that certain Loan Agreement dated as of even date herewith by and between Borrower and Lender (as the same may be amended, restated, modified or replaced from time to time, the "**Loan Agreement**"), that certain Environmental Compliance and Indemnity Agreement dated as of even date herewith from Borrower in favor of Lender (as the same may be amended, restated, modified or replaced from time to time, the "**Environmental Indemnity Agreement**"), and all other documents and instruments executed in connection with this Note are hereinafter individually and/or collectively referred to as the "**Loan Documents**".

E. Default Interest Rate:

All principal and installments of interest shall bear interest from the date that said payments are due and unpaid or from the date of occurrence of any other Event of Default (as hereinafter defined) under this Note, the Mortgage or any other Loan Document, at a rate equal to the highest rate authorized by applicable law (the "**Default Rate**").

F. Prepayment/Prepayment Compensation:

The Borrower may prepay all or any portion of this Note at any time without fee, premium or penalty.

G. Annual Review:

This Loan shall be reviewed by Lender one year from closing. So long as no Event of Default exists, the Borrower shall pay to the Lender on an annual basis during the term of the Loan, an unused line of credit fee ("**Unused Line Fee**") in an amount of one hundred (100) basis points.

H. Late Charges:

Lender may collect a late charge not to exceed an amount equal to five percent (5%) of any installment which is not paid within ten (10) days of the due date thereof, to cover the extra expense involved in handling delinquent payments, provided that collection of said late charge shall not be deemed a waiver by Lender of any of its rights under this Note. Notwithstanding the foregoing, there shall be no grace period or late charges for payments due on the outstanding principal balance due on the Maturity Date or upon acceleration, as set forth in Section H below, but such outstanding balance shall accrue interest at the Default Rate. The late charge is intended to compensate the Lender for administrative and processing costs incident to late payments. The late charge payments are not interest. The late charge payment shall not be subject to rebate or credit against any other amount due. Any late charge shall be in addition to any other interest due.

I. Default and Acceleration:

If any of the following "Events of Default" occur, at the Lender's option, exercisable in its sole discretion, all sums of principal and interest under this Note shall be accelerated and become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character, and the Lender shall be immediately entitled to exercise all of its available remedies under the Loan Documents:

a. Borrower fails to perform any obligation under this Note to pay principal or interest when due; or

b. Borrower fails to perform any other obligation, liability or indebtedness under the Loan Documents to pay money when due; or

c. A "Default" or an "Event of Default" (as defined in each respective document) beyond any applicable notice and cure period occurs under any of the Loan Documents; or

d. The dissolution of, termination of existence of, or loss of good standing status by Borrower, its subsidiaries or affiliates, if any, or any party to the Loan Documents; or

e. Borrower becomes the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships; or

f. Any warranty or representation made or deemed made in any Loan Document or furnished to Lender in connection with the loan evidenced by this Note proves materially false, or if of a continuing nature, becomes materially false; or

g. At Lender's option, any default in payment or performance of any obligation of Borrower beyond any applicable notice and cure period under any other loans, contracts or agreements from Lender to Borrower, as the same may be amended, restated, modified or replaced from time to time; or

h. A material alteration in the kind or type of Borrower's business occurs without the prior written consent of Lender. A material alteration in the kind or type of Borrower's prospects or business, financial or otherwise, is made without the prior written consent of Lender; or

i. Lender determines that it is insecure for any reason.

In any such event, all sums of principal and interest under this Note shall automatically become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character. All persons now or at any time liable for payment of this Note hereby waive presentment, protest, notice of protest and dishonor. The Borrower expressly consents to any extension or renewal, in whole or in part, and all delays in time of payment or other performance which Lender may grant at any time and from time to time without limitation and without any notice or further consent of the undersigned.

The remedies of Lender as provided herein, or in the Mortgage, the Loan Agreement or the other Loan Documents shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as the occasion therefor shall arise.

The Lender may, in the sole discretion of Lender, accept payments made by Borrower after any default has occurred, without waiving any of Lender's rights herein.

J. Costs:

In the event that this Note is collected by law or through attorneys at law, or under advice therefrom (whether such attorneys are employees of Lender or an affiliate of Lender or are outside counsel), Borrower and any endorser, guarantor or other person primarily or secondarily liable for payment hereof hereby, severally and jointly agree to pay all costs of collection, including attorneys' fees, including charges for paralegals, appraisers, experts and consultants working under the direction or supervision of Lender's attorneys; costs for evaluating preserving or disposing of any collateral granted as security for payment of this Note, including the costs of any audits, environmental inspections which Lender may deem necessary form time to time; any premiums for property insurance purchased on behalf of Borrower or on behalf of the owners of any collateral pursuant to any mortgage relating to any collateral, or any other charges permitted by applicable law whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors' proceedings or otherwise.

K. Loan Charges:

Nothing herein contained, nor any transaction related thereto, shall be construed or so operate as to require Borrower or any person liable for the repayment of same, to pay interest in an amount or at a rate greater than the maximum allowed by applicable law. Should any interest or other charges paid by Borrower, or any parties liable for the payment of the loan made pursuant to this Note, result in the computation or earning of interest in excess of the maximum legal rate of interest permitted under the law in effect while said interest is being earned, then any and all of such excess shall be and is waived by Lender, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of the excess that exceeds the principal balance shall be paid by Lender to Borrower or any parties liable for the payment of the loan made pursuant to this Note so that under no circumstances shall the Borrower, or any parties liable for the payment of the loan hereunder, be required to pay interest in excess of the maximum rate allowed by applicable law.

L. Jurisdiction:

The laws of the State of Florida shall govern the interpretation and enforcement of this Note. In the event that legal action is instituted to collect any amounts due under, or to enforce any provision of, this instrument, Borrower and any endorser, guarantor or other person primarily or secondarily liable for payment hereof consent to, and by execution hereof submit themselves to, the jurisdiction of the courts of the State of Florida, and, notwithstanding the place of residence of any of them or the place of execution of this instrument, such litigation may be brought in or transferred to a court of competent jurisdiction in and for Miami-Dade County, Florida.

M. Assignment:

Lender shall have the unrestricted right at any time and from time to time and without Borrower's consent, to assign all or any portion of its rights and obligations hereunder to one or

more lenders or Purchasers (each, an "**Assignee**") under this Note and the Loan Documents and all information now or hereafter in its possession relating to the Borrower (all rights of privacy hereby being waived, and to retain any compensation received by Lender in connection with any such transaction and Borrower and Guarantor agrees that it shall execute such documents, including without limitation, the delivery of an estoppels certificate and such other documents as Lender shall deem necessary to effect the foregoing. The Borrower hereby waive any notice of the transfer of this Note by the Lender or by any other subsequent holder of this Note and agree to be bound by the terms of the Note subsequent to any transfer and agree that the terms of the Note may be fully enforced by any subsequent holder of this Note.

N. Non-Waiver:

The failure at any time of Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singly, successively or together, at the option of Lender.

O. Right of Setoff:

In addition to all liens upon and rights of setoff against the Borrower's money, securities or other property given to the Lender by law, the Lender shall have, with respect to the Borrower's obligations to the Lender under this Note and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Borrower hereby grants the Lender a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Lender, all of the Borrower's right, title and interest in and to, all of the Borrower's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Lender, whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Borrower. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action of the Lender, although the Lender may enter such setoff on its books and records at a later time.

P. Miscellaneous:

1. TIME IS OF THE ESSENCE OF THIS NOTE.

2. It is agreed that the granting to Borrower or any other party of an extension or extensions of time for the payment of any sum or sums due under this Note or under the Mortgage or for the performance of any covenant or stipulation thereof or the taking of other or additional security shall not in any way release or affect the liability of Borrower under this Note or any of the Loan Documents.

3. This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

4. All parties to this Note, whether Borrower, principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, notice, protest, notice of protest and notice of dishonor.

5. Notwithstanding anything herein to the contrary, the obligations of Borrower under this Note shall be subject to the limitation that payments of interest shall not be required to the extent that receipt of any such payment by Lender would be contrary to provisions of law applicable to Lender limiting the maximum rate of interest which may be charged or collected by Lender. In the event that any charge, interest or late charge is above the maximum rate provided by law, then any excess amount over the lawful rate shall be applied by Lender to reduce the principal sum of the Loan or any other amounts due Lender hereunder.

6. Borrower acknowledges that Lender shall have no obligation whatsoever to renew, modify or extend this Note or to refinance the indebtedness under this Note upon the maturity thereof, except as specifically provided herein.

7. Lender shall have the right to accept and apply to the outstanding balance of this Note and all payments or partial payments received from Borrower after the due date therefor, whether this Note has been accelerated or not, without waiver of any of Lender's rights to continue to enforce the terms of this Note and to seek any and all remedies provided for herein or in any instrument securing the same, including, but not limited to, the right to foreclose on such security.

8. All amounts received by Lender shall be applied to expenses, late fees and interest before principal or in any other order as determined by Lender, in its sole discretion, as permitted by law.

9. Borrower shall not assign Borrower's rights or obligations under this Note without Lender's prior consent.

10. The term "Borrower" as used herein, in every instance shall include the makers of this Note, and its heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural, the masculine and/or feminine, and natural and/or artificial persons whenever and wherever the context so requires or admits.

11. If more than one party executes this Note, all such parties shall be jointly and severally liable for the payment of this Note.

12. If any clause or provision herein contained operates or would prospectively operate to invalidate this Note in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Note shall remain operative and in full force and effect.

Q. Waiver of Jury Trial:

BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO EXTEND TO BORROWER THE LOAN EVIDENCED BY THIS NOTE.

[CONTINUES ON FOLLOWING PAGE]

Borrower has duly executed this Note effective as of the date set forth hereinabove.

BORROWER:

TOWN CENTER 675 LLC, a Florida limited liability company

By: OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, its Sole Member

By: _____
Jeff Bridges, as Chief Financial Officer and Chief Operating Officer

OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida not for profit corporation a/k/a Opa-Locka Community Development, Corp., a Florida corporation

By: _____
Jeff Bridges, as Chief Financial Officer and Chief Operating Officer

OLCDC TRAIN STATION, LLC, a Florida limited liability company

By: OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, its Sole Member

By: _____
Jeff Bridges, as Chief Financial Officer and Chief Operating Officer

{Notary Acknowledgments on Following Page}

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 9 day of August, 2024, by Jeff Bridges, as Chief Financial Officer and Chief Operating Officer of OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, the sole member of TOWN CENTER 675 LLC, a Florida limited liability company. He is personally known to me or who has produced FL Drivers License as identification.

NATIVIDAD BARRIOS
Notary Public - State of Florida
Commission # HH 222903
My Comm. Expires Feb 1, 2026
Bonded through National Notary Assn.

Natividad Barrios
Notary Public, State of Florida
Natividad Barrios
Printed name of Notary Public

Commission Expiration Date _____ (SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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NATIVIDAD BARRIOS
Notary Public - State of Florida
Commission # HH 222903
My Comm. Expires Feb 1, 2026
Bonded through National Notary Assn.

Natividad Barrios
Notary Public, State of Florida
Natividad Barrios
Printed name of Notary Public

Commission Expiration Date _____ (SEAL)

{Notary Acknowledgment Continues on Following Page}

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this ___ day of August, 2024, by Jeff Bridges, as Chief Financial Officer and Chief Operating Officer of OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, the sole member of OLCDC TRAIN STATION, LLC, a Florida limited liability company. He is personally known to me or who has produced FI Drivers License as identification.

NATIVIDAD BARRIOS
Notary Public - State of Florida
Commission # HH 222903
My Comm. Expires Feb 1, 2026
Bonded through National Notary Assn.

Natividad Barrios
Notary Public, State of Florida

Natividad Barrios
Printed name of Notary Public

Commission Expiration Date _____ (SEAL)

This instrument is prepared by and return to:
Pardo Jackson Gainsburg & Shelowitz, PL
100 S.E. Second Street, Suite 2050
Miami, FL 33131
Phone: (305) 358-1001

FLORIDA DOCUMENTARY STAMP TAX REQUIRED BY LAW, IN THE AMOUNT OF $7,612.50 AND INTANGIBLE TAX IN THE AMOUNT OF $4,350.00 ARE BEING PAID UPON THE RECORDATION OF THIS INSTRUMENT IN CONNECTION WITH A REVOLVING LINE OF CREDIT PROMISSORY NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($2,175,000.00).

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**"), executed and delivered as of this 9 day of August, 2024, by TOWN CENTER 675 LLC, a Florida limited liability company, as to Parcels 1 and 2; OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida not for profit corporation a/k/a Opa-Locka Community Development, Corp., a Florida corporation, as to Parcel 3; and OLCDC TRAIN STATION LLC, a Florida limited liability company, as to Parcel 4 (hereinafter called the "**Mortgagor**"), to INTERNATIONAL FINANCE BANK, a Florida Banking Corporation, whose address is 777 SW 37th Avenue, 6th Floor, Miami, FL 33135 (hereinafter called the "**Mortgagee**"), which terms Mortgagor and Mortgagee, shall include all natural and artificial persons described as Mortgagor and Mortgagee, and shall be deemed to extend to, bind and benefit their respective heirs, executors, administrators, successors, legal representatives and assigns:

W I T N E S S E T H:

For divers good and valuable considerations, including the principal sum named in the Revolving Line of Credit Promissory Note dated of even date herewith, from Mortgagor to Mortgagee in the principal amount of TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($2,175,000.00), (hereinafter together with all renewals, extensions, substitutions, increases and other modifications thereof called, the "**Note**"), the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee all that certain real property which the Mortgagor now owns, situate in Florida and described more particularly in Exhibit "A" attached hereto and made part hereof, and all structures and improvements now and/or hereafter located thereon, the rents, issues and profits thereof, all, fixtures now and/or hereafter located thereon and made a part thereof, and also all gas and electric fixtures, heaters, air conditioning equipment, machinery, motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, refrigeration equipment, which are now or may hereafter be attached to and used with, in or on said premises, and which, even though they are detachable, are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty, and all additions thereto and replacements thereof (which real property, improvements and fixtures shall be deemed real property, not personal property, and are hereinafter collectively called the "**Property**"); all present or future rents, deposits, accounts,

security deposits, contracts, contract rights, instruments, permits, licenses, choses-in-action, insurance and condemnation proceeds and other general intangible rights of any nature whatsoever now or hereafter dealing with, resulting from, affecting or concerning the Property, any portion thereof or any interest therein, and now or hereafter existing, acquired or held by Mortgagor, and derived, arising from or relating to any operation, development, ownership or management of the Property or businesses or concessions conducted on the Property, including, without limitation: (i) any agreements for the provision of utilities to all or any portion of the Property, (ii) all deposits for the use of all or any portion of the Property, (iii) all revenue arising from, growing out of, or in connection with the use and/or occupancy of the Property, and all products and proceeds of the foregoing, (iv) all of Mortgagor's right, title and interest in and to all deposit accounts maintained with Mortgagee or any affiliate of Mortgagee, (v) the Borrower's interest in any Hedge Obligations (defined below) and the proceeds thereof, (vi) if but only if required by the terms of any separate Loan Agreement or Security Agreement between Bank and Borrower, all furniture, equipment and other items of used or useful in connection with the operation of the Property, and (vii) all accessories, parts, equipment and accessions now attached to or used in connection therewith or which may hereafter at any time be placed in or added to the Property, and also any and all replacements of any such property.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the Mortgagee in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that the Mortgagor is indefeasibly seized of the Property in fee simple (or such lesser estate as may hereinafter be identified); that the Mortgagor has full power and lawful right to mortgage and convey the Property in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property; that the Property is free from all encumbrances except for those, if any, specifically approved in writing by Mortgagee prior to the date of full execution of this Mortgage; that the Mortgagor will make such further assurances to perfect the fee simple title to the Property in the Mortgagee as may reasonably be required; and that the Mortgagor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if all of the payments set forth in the Note shall be paid and each and every stipulation, agreement, condition and covenant of the Note, this Mortgage, any loan agreement (a "**Loan Agreement**"), and all other documents now or hereafter evidencing or securing the obligations of the loan evidenced by the Note and secured by this Mortgage (all such other documents, together with the Note, this Mortgage and the Loan Agreement, all as the same may hereafter be extended, increased or otherwise modified, restated or replaced, are collectively called the "**Loan Documents**"), shall be promptly performed, complied with and abided by, then this Mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor does hereby covenant and agree with the Mortgagee as follows:

1. Payment of the Note. All and singular the principal and interest and other sums of money payable by virtue of the Note and this Mortgage, or either, shall be paid promptly on the days, respectively, the same severally become due.

2. Compliance with Terms of Note and Mortgage. Each and every stipulation, agreement, condition and covenant set forth in the Note and in this Mortgage shall be timely performed, complied with and abided by.

3. Payment of Taxes, Assessments and Encumbrances. The Mortgagor shall pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, whether prior or subordinate in lien, dignity and effect to the lien of this Mortgage, each in accordance with its respective terms, conditions and requirements, and, if the same are not paid promptly, the Mortgagee may at any time, before or after delinquencies, pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall become part of the indebtedness secured by this Mortgage and shall bear interest from the date of expenditure by the Mortgagee at the Default Rate (as such term is defined in the Note), until paid. All such funds, together with accrued interest, shall be paid to Mortgagee on demand.

4. Maintenance of Insurance and Application of Proceeds.

(a) The interest of the Mortgagor shall at all times be protected by adequate fire and multiple perils insurance covering all development and construction work, buildings, improvements, and off-site and on-site materials on the Property through a company or companies acceptable to the Mortgagee, and in an amount equal to the full insurable value of the buildings and improvements. Without limitation of the foregoing, the Mortgagee shall receive original insurance policies or the original ACCORD evidence thereof, as to the fire and extended coverage insurance (including windstorm coverage), builder's risk, workmen's compensation insurance, liability insurance, business interruption insurance and rent loss insurance for 1 year of interruption/loss, and, when applicable, flood insurance on the Property, in amounts form and issued by companies satisfactory to Mortgagee in Mortgagee's sole and absolute discretion, together with endorsements to the policies including but not limited to a Law and Ordinance endorsement and a "delay in completion" endorsement, naming Mortgagee as the first mortgagee. Notwithstanding the foregoing, as to any improvements under construction, the fire and extended coverage insurance and the business interruption/rental loss insurance shall not be required to be obtained until substantial completion of those improvements.

(b) Mortgagor shall also maintain a policy of general commercial liability insurance, in amounts, in form, and issued by a company satisfactory to Bank.

(c) All such policies shall be issued by an insurer licensed to do business in the county (or its equivalent) and the state where the Property is located and whose claims paying ability is rated at least "A" by Standard and Poor's or A/A - VIII by A.M. Best as published in Best's Key Rating Guide. Loss under such insurance policies shall be payable first to the Mortgagee to the extent of its interest. The original policy or policies with premiums paid shall be in the possession of the Mortgagor no later than the commencement of development work, or commencement of house construction. Unless otherwise expressly provided in any other Loan Document, the proceeds from any loss covered by insurance shall be, at the sole option and discretion of the Mortgagee applied to restoration of the Property or toward repayment of the loan secured by this Mortgage. If the Mortgagor shall fail to cause any required insurance to be carried and paid for, the Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date thereof at the Default Rate.

5. Waste. The Mortgagor shall permit, commit, or suffer no waste, impairment or deterioration of the Property, except reasonable wear and tear, and in the event of failure of the Mortgagor to keep the buildings constituting a portion of the Property or improvements thereon in good condition and repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the full amount of each and every such payment shall be due and payable thirty (30) days after demand, and shall be secured by the lien of this Mortgage.

6. Acceleration of Maturity of Note upon Default. If, following any grace, notice or cure period allowed by the Note or any Loan Agreement: (i) any of the sums of money referred to in the Note or in this Mortgage be not promptly and fully paid when the same severally become due and payable; or (ii) each and every stipulation, agreement, condition and covenant of the Note, this Mortgage or the other Loan Documents, is not promptly and fully performed, complied with and abided by; then: (a) all obligations due and payable under the Note and under this Mortgage, including but not limited to sums advanced by the Mortgagee to protect its security or lien position in the Property or any of its rights under this Mortgage, shall immediately and without further notice to Mortgagor bear interest at the Default Rate as defined in the Note; (b) the aggregate sum mentioned in the Note, together with all other obligations under the Note, this Mortgage and the other Loan Documents, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the full principal amount hereby secured were originally stipulated to be paid on such date, anything in the Loan Documents or herein to the contrary notwithstanding; and (c) Mortgagee shall be entitled to exercise all rights and remedies available at law and in equity, including the foreclosure of this Mortgage.

7. Foreclosure of Lien. If proceedings to foreclose or enforce any other mortgage or other lien of any kind encumbering the Property should be instituted, the Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable.

8. Appointment of Receiver. Until default in the performance of the covenants and agreements of this Mortgage, the Mortgagor shall be entitled to collect the rents, issues and profits from the Property, but in case of a default in any of the terms of this Mortgage or the filing of a bill to foreclose this or any other mortgage encumbering the Property, the Mortgagee shall immediately, and without notice and as a matter of strict right, be entitled to the appointment of a receiver of the Property and to the rents, issues, profits, prepaid rentals or security monies, deposits and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in such cases, and such appointment shall be made by such court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the value of the Property, or to the solvency or insolvency of the Mortgagor, and such rents, profits, prepaid rentals or security monies, deposits, income and revenue shall be applied by such receiver to the payment of the indebtedness, costs and charges secured by this Mortgage, according to the order of such court, and such receiver may be continued in possession of the Property until the time of the sale thereof under such foreclosure and until the confirmation of such sale by the court.

9. Contest of Lien. If any action or proceeding shall be commenced by any person other than the holder of this Mortgage, to which action or proceeding the holder of this Mortgage is made a party, or in which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any litigation, including appellate

proceedings, to prosecute, or defend the rights and liens created by this Mortgage (including reasonable attorneys' fees and costs), shall be paid by the Mortgagor, together with interest thereon at the Default Rate, and any such sum, and the interest thereon, shall be a claim upon the Property, attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note. In any action or proceedings to foreclose this Mortgage or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail, unaffected by this covenant.

10. Condemnation and Related Actions: In the event that the Property, or any part thereof, or any interest therein, shall be condemned and taken for public use under the power of eminent domain, or shall be affected by governmental or private action in a manner that entitles Mortgagor to an award of damages, compensation or other consideration of any kind (including without limitation any award under the Bert J. Harris Act, Fla. Stat. Ch. 70, as it may be amended from time to time), Mortgagor hereby confirms its grant to Mortgagee of a security interest in all such awards, including without limitation damages and other consideration given on account of such taking or other action, and same shall be paid directly to the Mortgagee, up to the aggregate amount then evidenced and secured by the Note and this Mortgage, and shall be applied to the payments due thereunder in inverse order of maturity.

11. Subrogation of Mortgagee. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owner and holders thereof of each and every mortgage, lien or other encumbrance on the Property which is paid or satisfied, in whole or in part, out of the proceeds of the Note, and the respective liens of said mortgages, liens or other encumbrances shall be, and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee as security for the Note, to the same extent that it would have been preserved and would have been passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

12. Costs and Expenses of Enforcement. The Mortgagor shall pay all and singular costs, charges and expenses, including attorneys' fees and costs (whether or not suit is brought or appeal taken therefrom), reasonably incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage, or either, and every such payment shall bear interest from date of such expenditure at the Default Rate.

13. Extension of Time and/or Modification of Terms. No extension of time or modification of the terms of the Note and this Mortgage, and no release of any part or parts of the Property shall, without the consent of the Mortgagee, release, relieve, or discharge the Mortgagor from the payment of any of the sums hereby secured, but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modifications unless specifically released and discharged in writing by the Mortgagee; further, acceptance of part payment of any installment of principal or interest, or both, or of part performance of any covenant or delay for any period of time in exercising the option to mature the entire debt, shall not operate as

a waiver of the right to exercise such option or act upon such default, partial acceptance or any subsequent default.

14. Adjustments on Real Estate Taxes. If the total of the payments made by the Mortgagor for property taxes shall exceed the amount of the payments actually made by the Mortgagee for taxes, such excess shall be credited by the Mortgagee to subsequent payments of the same nature to be made by the Mortgagor. If, however, said monthly payments made by the Mortgagor shall not be sufficient to pay taxes when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the Note secured by this Mortgage, full payment of the entire indebtedness, the Mortgagee shall credit to the account of the Mortgagor any balance remaining in the funds accumulated by the Mortgagee for the payment of taxes. If there shall be a default under any of the provisions of the Note or this Mortgage and an action or proceeding shall be commenced to foreclose same, the Mortgagee shall be, and hereby is, authorized and empowered to apply, at the time of the commencement of the action or proceeding, or at any time thereafter, the balance then remaining in the funds accumulated for taxes as a credit against the amount of principal then remaining under the Note or this Mortgage.

15. Future Advances. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor on the date hereof or at a later date, and to secure any other amount that may be added to the mortgage indebtedness under the terms of this instrument. This Mortgage secures the principal debt as set out in the Note, advances received by the Mortgagor from the Mortgagee during the term hereof, all other indebtedness that may hereafter be due, owing or existing from the Mortgagor to the Mortgagee during the existence of this Mortgage, and any renewal or renewals of the Note or any other note(s) for said present or future indebtedness, including but not limited to modifications of the terms and conditions of the Note such as extensions of the maturity date, increases or decreases of the interest rate and/or changes in the terms of repayment. Notwithstanding any provision hereof, it is the intention to secure all future advances, as defined and/or provided for under Chapter 697 of the Florida Statutes, made commencing with the date hereof and continuing through twenty years after date hereof, by the lien of this Mortgage in all respects as though such advances had been made simultaneously with the execution hereof and secured hereby; provided, however, that all such further or future advances shall be wholly optional with the Mortgagee and further provided, however, that no such advance or advances shall cause the unpaid principal obligation here secured to exceed 200% of the original aggregate principal amount of the Note, except that there may be added to such amount interest thereon and any and all disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the Property covered by the lien of this Mortgage with interest on such disbursements at the Default Rate, and for reasonable attorneys fees and court costs incurred in the collection of any or all of such sums of money, including all such fees and costs in connection with appellate proceedings.

16. Separate and Cumulative Rights. Mortgagor agrees that all rights of the Mortgagee arising under the provisions and covenants in this Mortgage shall be separate, distinct and cumulative, and that none shall be in exclusion of the other; and that, further, no act of the Mortgagee shall be construed as an election to proceed under any one provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

17. Severability. It is further mutually agreed between the parties hereto and made a specific part of this instrument, that in case any word, clause, term, phrase or paragraph used in the aforesaid Note and/or this Mortgage should be held to be unconstitutional or illegal by any court of competent jurisdiction, the same shall not affect, alter or otherwise impair the meaning of any other word, clause, term, phrase or paragraph in this Note and Mortgage, and the same shall stand in full force and effect and shall be obligatory upon the assignees, heirs and legal representatives of both respective parties hereto.

18. Prior Mortgages. Mortgagor represents and warrants to Mortgagee that no mortgage which encumbers all or any of the Property is prior in time and/or superior in dignity (the "**Prior Mortgage**") to this Mortgage. In the event this representation is not accurate, then in addition to the right of Mortgagee to exercise its other rights and remedies, Mortgagor hereby authorizes Mortgagee to expend funds and to take any other action which Mortgagee may deem necessary to satisfy in whole or in part any Prior Mortgage; all such funds and all such action taken shall be at Mortgagor's expense and any funds so expended shall become part of the indebtedness secured by this Mortgage and shall bear interest from the date of expenditure by the Mortgagee at the Default Rate until paid. All such funds, together with accrued interest, shall be paid to Mortgagee on demand.

19. Gender. In this Mortgage and the Note it secures, the singular shall include the plural and the masculine shall include the feminine neuter.

20. Entire Agreement; Modifications. This Mortgage constitutes the entire agreement between the parties hereto with respect to the Property and the terms and provisions hereof may not be modified except by written instrument signed by the party to be charged.

21. Time of the essence. Time is of the essence of this Mortgage and no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

22. Abandonment. If at any time while this Mortgage is in default, the Property shall be abandoned, vacated or left unattended, the Mortgagee, if in its discretion such steps are necessary for the protection of the Property, shall have the right, power and authority at its option to enter upon the Property and to secure same by changing locks thereon, to paint and repair such premises, and to place signs thereon notifying that it has taken possession of the Property, and it may also place signs thereon offering to sell the Property subject to its acquisition of title thereto by foreclosure proceedings or otherwise; and any such action by the Mortgagee as described above shall not be deemed to be a trespass or trespasses or unlawful detainer upon such Property. All sums paid or advanced by the Mortgagee in the protection of the Property as herein provided shall be charged into the mortgage account and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the Note and this Mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by said Note and secured by this Mortgage, excepting, however, that said sums shall be repaid to the Mortgagee forthwith upon its demand, together with interest on such sums at the Default Rate.

23. Assignment of Leases and Property Income. Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee, (i) all right, title and interest of Mortgagor in and under all leases, lettings, tenancies and licenses of the Property or any part thereof now or

hereafter entered into and all amendments, extensions, renewals and guaranties thereof, all security therefor, and all moneys payable thereunder (collectively, the "**Leases**") and (ii) all rents, income, accounts, receivables, issues, profits, security deposits and other benefits to which Mortgagor may now or hereafter be entitled from the Property or in connection with the Leases (collectively, the "**Property Income**"). Mortgagor shall not otherwise assign, transfer or encumber in any manner the Leases or the Property Income or any portion thereof. Mortgagor shall have a license to collect and use the Property Income as the same becomes due and payable, revocable by Mortgagee, so long as no default has occurred, but may not collect any Property Income more than two (2) months in advance of the date the same becomes due. The assignment in this Section shall constitute an absolute and present assignment of the Leases and the Property Income, and not an additional assignment for security, and the existence or exercise of the Mortgagor's revocable license to collect Property Income shall not operate to subordinate this assignment to any subsequent assignment. The exercise by Mortgagee of any of its rights or remedies under this Section shall not be deemed or construed to make Mortgagee a mortgagee-in-possession.

24. Transfer; Assumption of Mortgage. It is a requirement hereunder that written approval from the Mortgagee must be obtained prior to any sale, gift, exchange, conveyance, encumbrance or other transfer (collectively, a "Transfer"), as defined in the Note, as to any of the Property or any direct or indirect ownership interest in Mortgagor. In the event such prior written approval has not been obtained prior to any such Transfer, the entire unpaid indebtedness under the Note and this Mortgage shall be due and payable at the time of any such Transfer. In the event the Mortgagee should in its sole discretion agree to the Transfer of any Property or ownership interest to, and/or the assumption of this Mortgage by, a third party, the Mortgagee shall have the right to require complete financial information from such transferee, and the right to charge a customary fee. In the event a Transfer should be made by the Mortgagor, and the grantee named in such Transfer fails or refuses to assume the payment of the obligations evidenced by the Note and other Loan Documents and secured by this Mortgage, in accordance with their respective terms, then and in that event, at the option and upon the demand of the Mortgagee all sums of money secured hereby shall immediately become forthwith due and payable. In the event the ownership of said Property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

25. Financial Statements. The Mortgagor shall furnish to the Mortgagee such statements of financial condition as may be required by the Note or any Loan Agreement.

26. Loan Agreement. In the event this Mortgage secures a Loan Agreement, each of the terms, covenants and conditions of the Loan Agreement is incorporated herein as if said Loan Agreement were set forth herein in its entirety. In the event of any conflict between the terms of this Mortgage and any Loan Agreement, the terms most favorable to the Mortgagee, in the Mortgagee's sole discretion, shall govern.

27. Uniform Commercial Code requirements. The Mortgagor hereby authorizes the Mortgagee, for so long as any obligations under the Note or this Mortgage shall be outstanding, unilaterally to file any and all financing statements as necessary or proper to perfect Mortgagee's security interest in the collateral for the obligations secured by this Mortgage, and unilaterally to

add information to this Mortgage, such as the signature of the Mortgagee and addresses of Mortgagor and/or Mortgagee, so as to comply with any requirements of the Florida Uniform Commercial Code necessary to constitute this Mortgage as a security agreement and/or financing statement, and Mortgagee is further authorized in its sole discretion to file this Mortgage of record containing such additional information. As to all collateral for the obligations secured by this Mortgage, Mortgagee shall have all rights of a secured party under the Uniform Commercial Code of Florida as in effect from time to time.

28. Environmental Representations. Without limitation of any separate indemnity executed by Mortgagor in favor of Mortgagee, Mortgagor represents and warrants that (a) no asbestos, substance containing asbestos, contaminants, hazardous materials or waste, or any other substance deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such substances or materials is or will be present in, on, or under the Property, and/or has been installed or constructed upon or in the improvements comprising a part of the Property, and Mortgagor has not and will not install or permit to be installed in, on or about the improvements comprising a part of the Property, any such asbestos, substance containing asbestos or other hazardous substance or materials; and (b) the Property is free from all hazardous or toxic wastes, oil or fuel spills, and underground storage tanks. Mortgagor shall comply with all federal, state or local laws, regulations or orders with respect to the discharge and removal of hazardous or toxic substances and wastes and shall keep the Property free of and from any lien imposed against the Property pursuant to such laws, regulations and orders. Mortgagor shall not knowingly install or knowingly permit to be installed on the Property any underground storage tank or any substance deemed hazardous or toxic waste by federal, state or local laws, regulations, orders and ordinances. Mortgagor shall indemnify and save Mortgagee harmless from and against any loss, cost, liability and expense which Mortgagee may incur in connection with any hazardous materials or other environmental issues arising with respect to the Property, and agrees that this covenant shall survive repayment of the obligations secured by this Mortgage.

29. Security Agreement. Mortgagor covenants, warrants, represents and agrees with and to Mortgagee as follows:

(a) This Mortgage constitutes a security agreement under the Uniform Commercial Code of the State of Florida (the "**Code**") and serves as a fixture filing in accordance with the Code. This Mortgage creates a security interest in favor of Mortgagee as secured party under the Code with respect to all real property and fixtures described in this Mortgage which is covered by the Code. The mention of any portion of such property in a financing statement filed in the records normally pertaining to shall not derogate from or impair in any manner the intention of Mortgagor and Mortgagee hereby declared that all items of collateral described in this Mortgage are part of the real property encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the improvements or whether serial numbers are used for the better identification of certain items. Specifically, the mention in any such financing statement of (i) the rights in or the proceeds of any policy of insurance, (ii) any condemnation proceeds, (iii) Mortgagor's interest in any Leases or Property Income, or (iv) any other items of collateral described in this Mortgage, shall not be construed to alter, impair or impugn any rights of Mortgagee as determined by this Mortgage or the priority of Mortgagee's lien upon and security interest in such collateral. Any such mention shall be for the protection of Mortgagee in the event that notice of Mortgagee's priority of interest as to any portion of the Property is required to be filed in accordance with the Code to be effective against or take priority over the interest of any

particular class of persons, including the federal government or any subdivision or instrumentality thereof.

(b) Except for the security interest granted by this Mortgage, Mortgagor is and, as to portions of the collateral described in this Mortgage to be acquired after the date hereof will be, the sole owner of all such collateral, free from any lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Mortgagor shall notify Mortgagee of, and shall defend the collateral described in this Mortgage against, all claims and demands of all persons at any time claiming the same or any interest therein.

(c) Except as otherwise provided in this Mortgage or in the Loan Agreement, Mortgagor shall not lease, sell, convey or in any manner transfer the collateral described in this Mortgage without the prior written consent of Mortgagee.

(d) The collateral described in this Mortgage is not used or bought for personal, family or household purposes.

(e) The Mortgagor shall not remove or permit the removal of the collateral described in this Mortgage from the Property without the prior consent of Mortgagee, except such portions or items of such collateral as are in need of replacement or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor with items of equal or greater value.

(f) In the event of any change in name, identity or structure of Mortgagor, Mortgagor shall notify Mortgagee thereof and promptly after request shall execute, file and record such Code forms as are necessary to maintain the priority of Mortgagee's lien upon and security interest in the collateral described in this Mortgage, and shall pay all expenses and fees in connection with the filing and recording thereof. If Mortgagee shall require the filing or recording of additional Code forms or continuation statements, Mortgagee shall be entitled, without the consent of Mortgagor, to execute, file and record such Code forms or continuation statements as Mortgagee shall deem necessary on behalf of Mortgagor as provided hereinbelow if permitted by applicable law, and shall pay all expenses and fees in connection with the filing and recording thereof. If Mortgagee shall initially pay such expenses, Mortgagor shall promptly reimburse Mortgagee for the expenses.

(g) Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to execute in the name of and on behalf of Mortgagor any and all financing statements and continuations thereof, and to file with the appropriate public office on its behalf and at its expense any financing or other statements signed only by Mortgagee, as secured party, in connection with the collateral covered by this Mortgage.

A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS MORTGAGE OR ANY FINANCING STATEMENT RELATING TO THIS MORTGAGE SHALL BE SUFFICIENT AS A FINANCING STATEMENT.

30. Miscellaneous.

32.1 No Additional Indebtedness. Mortgagor will not borrow any additional sums of money, whether secured or unsecured, and will not incur any indebtedness, whether secured or

unsecured, except the customary, necessary and usual trade payables incurred in connection with the operation and maintenance of the Property.

32.2 Litigation. There are no actions, suits or proceedings pending or, to the knowledge of Mortgagor, threatened against or affecting any portion of the Property, Manager, Member, any Guarantor, or the party or parties selling the Property to Mortgagor. While the obligations and indebtedness secured by this Mortgage remain outstanding, Mortgagor covenants to immediately notify Mortgagee if at any time the representation set forth in this Paragraph is no longer true. If such actions, suits or proceedings would constitute a default under this Mortgage and/or the other Loan Documents, such notification shall not serve to mitigate the default and Mortgagor shall continue to be in default under this Mortgage and/or the other Loan Documents.

32.3 Judicial and Administrative Proceedings. There are no judicial, administrative, mediation or arbitration actions, suits or proceedings pending, or to Mortgagor's knowledge threatened, against Mortgagor, any Guarantor, or the party or parties selling the Property to the Mortgagor, and there are no outstanding and unpaid judgments or arbitration awards against Mortgagor or any Guarantor which would have a materially adverse effect on the financial conditions or business or properties of Mortgagor or any Guarantor. Mortgagor is not in default with respect to any regulation, order, writ or decree of any court or governmental or municipal department, commission, board, bureau, agency, or instrumentality.

32.4 No Defaults. Neither Borrower, Mortgagor nor any Guarantor is in default under any agreement or instrument to which it is a party or by which it may be bound. The execution and delivery of the Loan Documents and the consummation of the transaction contemplated thereby do not conflict with or result in a breach of any regulation, order, writ, injunction or decree of any court or governmental or municipal instrumentality or in the breach of or default under any indenture, contract, agreement or other instrument to which Mortgagor or any Guarantors is a party to by which any is bound.

32.5 No Violation. There are no violations or notices of violations of any federal law or municipal ordinance or order or requirement of the state in which the Property is located or any municipal department or other governmental authority having jurisdiction affecting the Property.

32.6 No Governmental Action. There are no pending or to the best of Mortgagor's knowledge, threatened liens or governmental actions, notices of violation, notices of noncompliance or other proceedings of any kind that, if adversely determined, would impair the value of the Property or the priority of the lien of this Mortgage or of any of the other Loan Documents or result in a special assessment against the Property.

32.7 Full and Fair Disclosure. All reports, certificates, affidavits, statements and other data furnished by Mortgagor and Guarantors to Mortgagee in connection with the Loan are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading.

32.8 No Other Financing. There are no security agreements or financing statements affecting any of the Property other than the security agreements and financing statements created in favor of Mortgagee.

32.9 Further Assurances. Mortgagor will, at any time on Mortgagee's request, make, do, execute and deliver to Mortgagee, and, where appropriate, shall cause to be recorded or filed, any and all further acts, mortgages, documents and assurances as may be necessary or desirable to effectuate, complete and confirm the transactions contemplated under the Loan Documents.

{Signature Pages to Follow}

IN WITNESS WHEREOF, this instrument has been executed by the Mortgagor.

TOWN CENTER 675 LLC, a Florida limited liability company

By: OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, its Sole Member

Signature of Witness
Name of Witness: Natividad Barrios
Address: 100 SE 2nd Street #2050 Miami, FL 33131

By: _____
Jeff Bridges, as Chief Financial Officer and Chief Operating Officer

Signature of Witness
Name of Witness: Cynthia Fernandez
Address: 100 SE 2nd ST #2050 Miami, FL 33131

OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida not for profit corporation a/k/a Opa-Locka Community Development, Corp., a Florida corporation

Signature of Witness
Name of Witness: Natividad Barrios
Address: 100 SE 2nd Street #2050 Miami, FL 33131

By: _____
Jeff Bridges, as Chief Financial Officer and Chief Operating Officer

Signature of Witness
Name of Witness: Cynthia Fernandez
Address: 100 SE 2nd ST #2050 Miami, FL 33131

{Signature Continues on Following Page}

OLCDC TRAIN STATION, LLC, a Florida limited liability company

By: OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, its Sole Member

Natividad Barrios
Signature of Witness
Name of Witness: Natividad Barrios
Address: 100 SE 2nd Street # 2050 Miami, FL 33131

By: _____
Jeff Bridges, as Chief Financial Officer and Chief Operating Officer

_____
Signature of Witness
Name of Witness: Cynthia Fernandez
Address: 100 SE 2nd ST # 2050 Miami, FL 33131

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 9 day of August, 2024, by Jeff Bridges, as Chief Financial Officer and Chief Operating Officer of OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, the sole member of TOWN CENTER 675 LLC, a Florida limited liability company. He is personally known to me or who has produced FL Driver's license as identification.

NATIVIDAD BARRIOS
Notary Public - State of Florida
Commission # HH 222903
My Comm. Expires Feb 1, 2026
Bonded through National Notary Assn.

Natividad Barrios
Notary Public, State of Florida
Natividad Barrios
Printed name of Notary Public
(SEAL)

Commission Expiration Date _____

Notary Acknowledgements Continue on Following Page}

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 9 day of August, 2024, by Jeff Bridges, as Chief Financial Officer and Chief Operating Officer of OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida not for profit corporation a/k/a Opa-Locka Community Development, Corp., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced FL Drivers License as identification.

NATIVIDAD BARRIOS
Notary Public - State of Florida
Commission # HH 222903
My Comm. Expires Feb 1, 2026
Bonded through National Notary Assn.

Natividad Barrios
Notary Public, State of Florida
Natividad Barrios
Printed name of Notary Public
(SEAL)

Commission Expiration Date _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 9 day of August, 2024, by Jeff Bridges, as Chief Financial Officer and Chief Operating Officer of OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, the sole member of OLCDC TRAIN STATION, LLC, a Florida limited liability company. He is personally known to me or who has produced FL Drivers License as identification.

NATIVIDAD BARRIOS
Notary Public - State of Florida
Commission # HH 222903
My Comm. Expires Feb 1, 2026
Bonded through National Notary Assn.

Natividad Barrios
Notary Public, State of Florida
Natividad Barrios
Printed name of Notary Public
(SEAL)

Commission Expiration Date _____

EXHIBIT "A"

Legal Description

Parcel 1:

The Northeasterly 150 feet of Tract B, Block 82, Second Revised Plat No. Two Opa-Locka, according to the plat thereof as recorded in Plat Book 34, Page 76, Public Records of Miami-Dade County, Florida.

Also known as:

Lots 11, 12, 13, 14, 15 and 16, Block 82, Revised Plat No. Two Opa-Locka, according to the plat thereof as recorded in Plat Book 34, Page 67, Public Records of Miami-Dade County, Florida.

Parcel 2:

Tract B, LESS the Northeasterly 150 feet thereof of Block 82, Second Revised Plat No. Two Opa-Locka, according to the plat thereof as recorded in Plat Book 34, Page 76, Public Records of Miami-Dade County, Florida.

Also known as:

Lots 17, 18, 19 and 20, Block 82, Revised Plat No. Two Opa-Locka, according to the plat thereof as recorded in Plat Book 34, Page 67, Public Records of Miami-Dade County, Florida.

AND That 15 foot portion of alley adjoining Tract B, LESS the Southwest 50 feet and the Northeast 50 feet of Block 82, Second Revised Plat No. Two Opa-Locka, according to the plat thereof as recorded in Plat Book 34, Page 76, Public Records of Miami-Dade County, Florida, also known as the 15 foot portion of alley adjoining Lots 13 through 18, Block 82, Revised Plat No. Two Opa-Locka, according to the plat thereof as recorded in Plat Book 34, Page 67, Public Records of Miami-Dade County, Florida.

Parcel 3:

Lots 9, 10 and 11, Block 79, Revised Plat No. Two Opa-Locka, according to the plat thereof as recorded in Plat Book 34, Page 67, Public Records of Miami-Dade County, Florida.

Parcel 4:

A portion of Block 96, Plat No. Two Opa-Locka according to the plat thereof as recorded in Plat Book 28, Page 72, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows: Begin at the most Northerly corner of said Block 96, and run South 28 degrees 02 minutes 30 seconds East along the Northeasterly property line of said Block 96, for 125.00 feet; thence South 61 degrees 57 minutes 30 seconds West along the Northwesterly right of way line of the Seaboard System Railroad for 230.00 feet; thence North 28 degrees 02 minutes 30 seconds West parallel with the Northeasterly property line of said Block 96, for 125.00

feet; thence North 61 degrees 57 minutes 30 seconds East and also being along the Northwesterly property line of said Block 96 for 230.00 feet, to the Point of Beginning.

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A THIRD 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 REVISE COMPLETION DATES OF THE BASIN NO. 7 – UTILITY PENDING CORRECTION ACTION PLAN (APPENDIX NO. 3); 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") desires to execute Addendum #3 to the Consent Agreement with Miami-Dade County Division of Environmental Resources Management ("DERM"), attached hereto as Exhibit "A", to revise completion dates of the Basin No. 7 – Utility Pending Correction Action Plan (Appendix No. 3); and

WHEREAS, the City and 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 this issue, a Consent Agreement between the City and DERM was executed through City Resolution 23-168; 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 Addendum #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, as approved by Resolution 24-038; and

WHEREAS, Addendum #2 required the City to provide an update the City's Sanitary Sewer Model. At that time, the City Manager believed that the City had five (5) years to provide an update. However, DERM sent a reminder that the update was due by April 30, 2024; and

WHEREAS, Addendum # 2 was not executed as required. Failure to address this matter promptly could result in the City's entire sewer system being placed in moratorium, preventing further customer connections; and

WHEREAS, although the City had believed the previously submitted August 2022 update was the start of the five-year period, DERM advised that the 2022 submission didn't fulfill this requirement; and

WHEREAS, since significant data collection was necessary over an extended period to capture both rainy and dry season data, an extension was necessary. Amendment #2, approved pursuant to Resolution 24-126, incorporated an eighteen-month extension to produce this model. This project is being funded with American Rescue Plan Act (ARPA) funds and is currently under contract; and

WHEREAS, Pump Station #5 has been brought into compliance with DERM requirements. However, Pump Station #7 remains out of compliance since flow testing could not be done due to Glorieta Gardens, a primary Pump Station #7 customer, failing to complete restoration of their sewer collection system. The Glorieta Gardens project anticipated completion date is May 2025, with the City conducting required flow testing immediately afterwards during the June rainy season. Amendment #3 addresses this revised schedule; and

WHEREAS, as part of this Addendum, a Two Hundred Sixty-Four Dollar and Eighteen Cents ($264.18) administrative fee and a Two Thousand Dollar ($2,000.00) penalty must be paid to DERM. In lieu of a cash payment for the penalty, this can be satisfied by a DE RM-approved "In-Kind Project", with a value of at least Three Thousand Dollars ($3,000.00). The "In-Kind Project" will be the purchase of a maintenance plan for the City's Smart cover meters; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to authorize the Interim City Manager to execute the Consent Agreement Addendum #3, attached hereto as Exhibit "A", for the City to revise completion dates of the Basin No. 7 – Utility Pending Correction Action Plan (Appendix No. 3).

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 Addendum #3 of the Consent Agreement with Miami-Dade County Division of Environmental Resources Management ("DERM"), attached hereto, to revise completion dates of the Basin No. 7 – Utility Pending Correction Action Plan (Appendix No. 3).

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 _____, 2025.

_____
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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**				
Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**				
Commission Meeting Date:	02.12.2025		**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:**		**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	Interim City Manager		**Department:**		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ADDENDUM #3 OF THE CONSENT AGREEMENT WITH MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM).

Staff Summary:

History – Due to prior issues, it was agreed with DERM in 2023 that all City applicants for Business Tax Receipts would first be referred to DERM for approval before being issued by the City. This was documented with a DERM Consent Agreement under Resolution 23-168.

In early 2024, DERM recognized that additional topics should be incorporated into the Agreement. The City had a long-standing uncertified open permit for a new sewer main section on Port Said Road (Sewer Extension 2011-SEW-EXT-00021). The resulting Amendment #1 required a complete certification package be submitted to DERM within 90 days of the

amendment effective date. DERM also required that dates certain to rectify Pump Stations #5 and #7 deficiencies (Appendices #2 and #3) be included. Amendment #1, addressing these topics, was approved with Resolution 24-038.

DERM notified the City to provide a five-year update to the City's Sanitary Sewer Model. Previous Management did not execute the addendum in March 2024 as required. Failure to accomplish this promptly could result in the City's entire sewer system being placed in moratorium, preventing further customer connections. Although the City had believed a previously submitted August 2022 update was the start of the five-year period, DERM advised that the 2022 submission didn't fulfill this requirement. Since significant data collection was necessary over an extended period to capture both rainy and dry season data, an extension was necessary. Amendment #2, approved under Resolution 24-126, incorporated an eighteen-month extension to produce this model. This project is being funded with ARPA funds and is under contract.

Current Activity
Pump Station #5 has been brought into compliance with DERM requirements. However, Pump Station #7 remains out of compliance since flow testing could not be done due to Glorieta Gardens, a primary Pump Station #7 customer, failure to complete restoration of their sewer collection system. The Glorieta Gardens project anticipated completion date is May 2025, with the City conducting required flow testing immediately afterwards during the June rainy season. Amendment #3 addresses this revised schedule.

Financial Impact – As part of this agreement a $264.18, administrative fee and a $2,000 penalty must be paid to DERM. In lieu of a cash payment for the penalty, this can be satisfied by a DERM-approved "In-Kind Project", with a value of at least $3,000. The "In-Kind Project" will be the purchase of a maintenance plan for the City's Smart cover meters. This has been included in FY25's budget and will be charged to Sewer Other Contract Services – 35-535340.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to sign the Consent Agreement Amendment #3 to modify the timeline to bring Pump Station #7 into compliance and to resolve payment of associated penalties and administrative fees.

Attachment:

1. Agenda
2. DERM Consent Agreement Amendment #3
3. DERM Notice for Compliance

THIRD 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 third Consent Agreement Addendum (hereafter referred to as "3rd Addendum"), entered into by and between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (hereafter referred to as "DERM") and the City of Opa-locka (hereafter referred to as the "Respondent"), pursuant to section 24-7(15)(c) of Chapter 24 of the Code of Miami-Dade County, shall serve to amend certain provisions of the Consent Agreement executed on December 18, 2023 (hereafter referred to as "Consent Agreement"). This 3rd Addendum is hereby incorporated into the December 18, 2023 Agreement.

DERM and the Respondent agree to amend the December 18, 2023, Consent Agreement to replace Appendix No. 3 referenced in paragraph 21. b). in the Consent Agreement with the revised Appendix No. 3 with new completion dates for the pending Items No. 1 and No. 2 in the Appendix, attached hereto and incorporated herein.

In addition, DERM and the Respondent agree to add paragraphs 26. a)., 27. a). and 28. a). to the December 18, 2023 Consent Agreement as follows:

26. a). Upon thirty (30) days of execution of this Agreement, the Respondent shall submit to DERM a payment totaling two hundred and sixty-four dollars and eighteen cents ($264.18), which shall serve to reimburse DERM for its administrative costs incurred in bringing this case into compliance and with the administration and follow-up required pursuant to this Agreement. Payment shall be made payable to "Miami-Dade County" and shall be sent to DERM, Cashier's Office, c/o Tricia Kong (DWO-31), 701 NW 1st Court, 3rd Floor, Miami, Florida 33136-3912.

27. a). DERM has determined, and the Respondent agrees, that due to the violations specified in paragraph 26, a civil penalty of two thousand dollars ($2,000) is appropriate. The Respondent shall, within thirty (30) days of the effective date of this Agreement, submit a certified check made payable to Miami-Dade County. The payment shall be sent to DERM, Cashier's Office, c/o Tricia Kong (DWO-47), 3rd Floor, 701 NW 1st Court, Miami, FL 33136. Payment shall include a reference to "DWO-47 – penalty" to ensure proper crediting.

28. a). In lieu of making cash payment of the amount required under paragraph 27. a). (stipulated penalties) above, DERM, at its discretion, may allow the Respondent to off-set this amount by implementing an "In-Kind Project", which must be approved by the Department. The value of the in-kind penalty project shall be at least one and a half times the portion of the stipulated penalty amount for which the approved project off-sets. The Respondent shall comply with all the requirements and timeframes in paragraph 28 of the December 18, 2023, Consent Agreement. If deemed not acceptable by DERM, the Respondent shall pay the stipulated penalties within one hundred twenty (120) days of receipt of the Department's notification that applying the stipulated penalties to an in-kind project is not acceptable.

All other provisions of the December 18, 2023, Consent Agreement shall remain unchanged and in full force and effect for the duration of this 3rd Addendum.

This 3rd 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

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
Digitally signed by Balakrishnan Vinayagar
Date: 2024.12.18 14:25:36 -05'00'
ON THE DATE ADJACENT TO THE SEAL.
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Appendix No.3
Basin No.7 – Utility Pending Corrective Action Plan/Sewer System Rehabilitation Work
[SSES 2nd Cycle Phase 3 Report, Addendum No.7]
Addendum to 2019 Consent Agreement

Item No.	Deficiencies description and Location	Deficiencies / Repairs Status [Corrected / Pending]	Required Tests	Reports required to be submitted	Proposed completion date.
Item No.1 – Basin with excessive Infiltration/Inflow levels. See Note 1	Conduct night-time CCTV inspection after rain event to identify where excessive I/I is occurring. Conduct additional flow measurements following investigation and completion of repairs.	Pending to submit Night Flow (I/I) Re-measurements Report demonstrating compliance with less than 5,000 GPDIM	Night Flow (I/I) Re-Test	Flow Test Report	Proposed test completion in June 2025. Please see Note 1.
Item No.2 Install Manhole Inserts on all Manholes to reduce Inflow	Manhole inserts were previously installed in areas prone to flooding, however all manholes will be provided with Manhole Inserts.	Pending	N/A	Manholes Inspection Report with pictures demonstrating compliance.	Proposed completion by private property by April, 2025.
Item No.3 Require property owners to repair broken and/or missing cleanouts. See Note 2	13004, 13008 & 13112 Alexandria Drive 13245, 13310 & 13311 Alexandria Drive 13321, 13440 & 13485 Alexandria Drive	Corrected [Violation notice provided to property owners and all repairs were completed].	N/A	Cleanout report with pictures demonstrating compliance.	Completed by March 31, 2024.
Item No.4 - Locate missing manhole and provide inspection report identifying and correcting deficiencies.	MH 7-1	Pending	Smoke Test for pipe segment between MH 7-1 and MH 7-2 (see MH7-2 in item no. 5 below).	Smoke Test Report with pictures demonstrating compliance.	Completed by March 31, 2024.
Item No.5 – Correct MHs deficiencies.	MH 7-2 and 7-7 (cement ring crack) MH 7-8 (rehabilitation work for smoke leak from ring)	Corrected	Smoke Test for pipe segment between MH 7-7 & MH 7-8 and MH 7-3A & MH 7-2	Smoke Test Report with pictures demonstrating compliance.	Completed by March 31, 2024.
	MH 7-3A 13235 Alexandria Drive	Pending			

Note 1: The City conducted night flow tests in November 2022 and identified that a private property sewer system (Glorietta Apartments) is causing excessive inflow to the collection system. The City's Code Enforcement officers have given this violator until April 30, 2025, to rehabilitate their system. After the private property sewer system completes their infrastructure collection system, the City proposes to conduct flow measurements of the entire collection basin in June 2025, as required by Miami Dade County for the SSES Cycle 3.
Note 2: The City manhole inserts were installed by March 2024. Glorietta Apts is projected to complete their sewer collection system infrastructure and convey to the City by April 2025. Subsequently, the City will install 3 additional MHs with inserts and conduct the wet season flow test for PS 7, in June 2025.

Sponsored by: Interim City Manager

RESOLUTION NO. 24-038

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

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, DERM has since 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 has not been certified (Sewer Extension - 2011-SEW-EXT-00021) and was not addressed in the original Consent Agreement, necessitating an Amendment to the Consent Agenda; and

WHEREAS, the Amendment provides: "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 have now been updated with a date certain completion dates in the Addendum; and

WHEREAS, the City has paid the One Thousand, Fifty-One Dollars and Forty-Seven Cents ($1,051.47) penalty related to the Consent Addemdum. DERM has 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, there is no additional fiscal impact associated with the Addendum; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to authorize the Interim City Manager to execute the Consent Agreement Addendum, attached hereto, to correct the issue of an open sewer permit and further clarify the timelines required to rectify deficiencies in Pump Station Basins #5 and #7, within the City.

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to execute the Consent Agreement Addendum, attached hereto, to correct the issue of an open sewer permit and further clarify the timelines required to rectify deficiencies in Pump Station Basins #5 and #7, within the City.

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 28th day of February, 2024.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Ervin

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

Sponsored by: Interim City Manager

RESOLUTION NO. 23-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONSENT AGREEMENT WITH THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) TO RESOLVE CERTAIN ALLEGED BUILDING VIOLATIONS, AS SET FORTH IN ATTACHED EXHIBIT "A"; APPROVING AN IN-KIND MITIGATION PROPOSAL TO BE SUBMITTED TO DERM, ATTACHED HERETO AS COMPOSITE EXHIBIT "B", TO SATISFY A CIVIL PENALTY, OR IN THE ALTERNATIVE APPROVE THE PAYMENT OF A CIVIL PENALTY IF THE MITIGATION PROPOSAL IS NOT ACCEPTED BY DERM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM), alleges that the City of Opa-Locka ("City") has failed to comply with certain Building and Licensing regulations; and

WHEREAS, as a part of a review conducted by DERM, it was determined that the City's Building and Licenses Department issued Business Tax Receipts (Occupational Licenses) without first determining whether the properties on which the businesses were located were in full compliance with DERM requirements regarding connection to the City's wastewater collection and transmission (sewer) system; and

WHEREAS, as a part of a review conducted by DERM, it was determined by DERM that the City's Building and Licenses Department issued Business Tax Receipts (Occupational Licenses) inconsistent with a prior consent decree; and

WHEREAS, to resolve the outstanding alleged violations, City is recommending that in lieu of a civil penalty of Forty Thousand Dollars ($40,000), the City would propose in-kind project(s) equaling or exceeding 150% of the penalty assessed to result in sewer improvements that directly benefit the City's citizens and support the protection of public health; and

WHEREAS, specifically, as a mitigation proposal to DERM, the City intends to install 9 SmartCover Systems monitoring devices in the pump station 7 collection system in the City's Glorieta Gardens area. Said purchase has already been approved by the city commission, installed, set-up and the City has repaired 09 SmartCover Systems units at a total cost of $49,000.00. The City is also providing a $19,431.98 quote (See Attached

as Composite Exhibit "B") for the maintenance of the 13 SmartCover Systems units to be deployed throughout the city for the period 11/1/2023 to 10/31/2024; and

WHEREAS, as further mitigation, the City intends to review its collection system to determine the deployment of additional SmartCover Systems units. The City is also proposing a map in GIS format noting the locations of the proposed, additional SmartCover Systems units; and

WHEREAS, the City Commission desires to authorize the submittal of an "In Kind Project Proposal" for consideration by DERM which meets the conditions improvement or rehabilitation of the Consent Agreement (plan Attached as Composite Exhibit "B"). In the event that DERM does not approve the in-kind services proposal, Exhibit "B, the City Commission desires to authorize payment of a prorated Forty-Thousand Dollar ($40,000.00) penalty; and

WHEREAS, the City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute the consent agreement with DERM, attached hereto as Exhibit "A" and submit the In-Kind Mitigation Proposal, Attached hereto as Exhibit "B."

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 a Consent Agreement, substantially in the form attached as Exhibit "A", with the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), in order to resolve alleged violations of the Miami-Dade County Code of Ordinances. The City Commission further approves an in-kind mitigation proposal to be submitted to DERM, attached hereto as composite Exhibit "B", to satisfy a civil penalty or in the alternative approval a civil penalty in the amount of Forty-Thousand Dollar ($40,000.00) if the mitigation proposal is not accepted by DERM.

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

Section 4. EFFECTIVE DATE.
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and **ADOPTED** this 25th day of October, 2023.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Candice Bell, Esq. FOR
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Ervin

VOTE:	4-0
Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	ABSENT
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored by: Interim City Manager

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO REJECT ALL BIDS FOR REQUEST FOR QUALIFICATIONS (RFQ) 24-1007200 FOR AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 13, 2024, the City of Opa-Locka ("City") published Request for Qualifications (RFQ) 24-1007200 for Americans with Disabilities (ADA) Compliance Assessment and Transition Plan Services; and

WHEREAS, six (6) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on October 8, 2024; and

WHEREAS, the Interim City Manager is proposing that the City Commission reject all bids for the Request for Qualifications (RFQ 24-1007200) related to Americans with Disabilities (ADA) Compliance Assessment and Transition Plan Services as the City desires to explore other avenues to obtain the services; and

WHEREAS, the City Commission has determined that authorizing the City Manager to reject all proposals for RFQ 24-1007200 for Americans with Disabilities (ADA) Compliance Assessment and Transition Plan Services 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. Recitals Adopted.

The recitals to the preamble herein are incorporated by reference.

Section 2. Approval to Reject All Bids. The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to reject all proposals for RFQ 24-1007200 for Americans with Disabilities (ADA) Compliance Assessment and Transition Plan Services.

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

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-Locka.

PASSED and **ADOPTED** this _____ day of _____, 2025.

_____
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 Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**			
Commission Meeting Date:	02/12/2025		**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	Interim City Manager		**Department:**		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO REJECT ALL PROPOSALS FOR RFP 24-1007200 FOR ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN

Staff Summary:

The City Commission approved the issuance of RFP No. 24-1007200 to solicit competitive proposals for the **RFP 24-1007200 FOR ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN**. Six (6) Proposals were received on October 8th, 2024, and certified by the City Clerk. A request is being made to reject the proposal because the selected contractor Premiere Design

Solutions, Inc. has been selected as part of the City selection of qualified Engineering Services and will undertake this project as part of the services under this Request for Qualifications.

The City Administration believes is in the best interest of the City to reject all bids and to proceed to award the contract to Premiere Design Solutions under the CCNA portfolio.

Financial Impact: There is no financial impact for this item.

Proposed Action:

Staff recommends the City Commission approve the recommendation to reject the bids related to RFP 24-1007200 FOR ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN.

Attachment:

Bid Certification for RFP 24-1007200- ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN.

CITY OF OPA-LOCKA

RFQ NO: 24-1007200

REQUEST FOR QUALIFICATIONS

ADA Compliance Assessment and Transition Plan

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RFQ NO: 24-1007200
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, on **Monday, October 7, 2024, by 2:00 p.m.** (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: 24-1007200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Pre-Bid meeting will be held on Tuesday, September 17, 2024, at 3:30 p.m. (ET). The meeting link is listed below. If you have issues with the link, email Jay Bergel at jbergel@opalockafl.gov for assistance.

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 253 939 139 937
Passcode: a29fwM

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA
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 **10/07/2024**. 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: RFQ NO. 24-1007200 – 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	9/13/2024
Pre-Bid	NA
Written Questions Due	9/20/2024 @ 2:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"
Response to Questions	9/27/2024 @ 2:00pm (ET)
Due Date/Bid Opening	10/07/2024 @ 2:00 pm (ET)
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 Compliance Assessment Reports;
- Monitoring and updating the ADA Self-Evaluation and Transition Plan;
- 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 park amenities.

6. Prepare the City's ADA Self Evaluation and Transition Plan.

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 ADA Accessibility 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**

2-2 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	35
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.	35
Resources and approach 1. Proposed plan and approach to fulfilling scope	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 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.*

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 provisions herein.

E-VERIFY FORM

Definitions:

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

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

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

Company Name: _

Authorized Signature:_____

Print Name: _____

Title:_____

Date: _____

Questions and Answers

RFQ 24-1007200

ADA Compliance Assessment and Transition Plan

1. Please clarify if programmatic accessibility evaluations are included, there appears to be conflicting sections in the RFQ. Program access is excluded in the opening paragraph of 2-1 but then required on the following page under items 2, 3, 4, and 8.

Paragraph 2-1 refers to the fact this project only consists of physical barriers not website or electronic barriers please see below:

"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."

2. The opening paragraph in 2-1 notes the desire to complete assessments for the City's parks and park facilities. Page 9 includes city-owned buildings, community centers, and recreation facilities. The list of facilities on page 13 includes limited locations, with some missing from the list and some non-park facilities. Can we assume the list of facilities to be included in the contract will be finalized during negotiations upon selection?

   Please see below the list of facilities to be included in the assessment,

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 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

3. Tab 7 refers to a fee on a monthly basis. Is a fee required to be included given the lack of a defined facility list? If cost is required as part of the submittal, can the above questions be better clarified, and list of facilities finalize? This is a request for qualifications, pricing will not be a factor for the scope of work.

4. More information about Lucity is needed. Can it use both Microsoft 365 and GIS-based software (Survey 123 and/or Field Maps)?

   The Department is open to a database compatible with GIS and AutoCAD Software.

By signing below, you are acknowledging receipt of the following proposals as submitted in response to the City of Opa-locka RFQ No. 24-1007200 ADA Compliance Assessment and Transition Plan.

	NAME OF COMPANY	Copies / USB
1.	**Premiere Design Solutions, Inc.** **11606 City Hall Promenade, Suite 200** **Miramar, FL 33025** **Contact: Luis Jurado, President** **Tel: 954.237.7850 Ext. 701** **Email: ljurado@pds-eng.com**	**6 copies / 1 USB** **DemandStar (e-bid)**
2.	**Benesch** **8200 NW 33rd Street, Suite 320** **Doral, FL 33122** **Contact: Bill Ball, AICP, Florida Division Manager / Senior VP** **Tel: 813.825.1105** **Email: bball@benesch.com**	**6 copies / 1 USB**
3.	**DLZ Florida LLC** **401 Bay Street** **Green Cove Springs, FL 32043** **Contact: Eric Beaulieu, AIA, LEED AP, Vice President** **Tel: 904.539.7902** **Email: ebeaulieu@dlz.com**	**6 copies / 1 USB** **Demandstar (e-bid)**
4.	**KCI Technologies, Inc.** **1425 West Cypress Creek Road, Suite 101** **Fort Lauderdale, FL 33309** **Contact: Shahidul Islam, PhD, PE** **Tel: 410.472.5937** **Email: Shahidul.islam@kci.com**	**DemandStar (e-bid)**
5.	**Bureau Veritas** **6021 University Boulevard, Suite 200** **Ellicott City, MD 21043** **Contact: Jeff Fox, Senior Vice President** **Tel: 800.733.0660** **Email: jeff.fox@bureauveritas.com**	**DemandStar (e-bid)**

6. **Direct Access Consultancy LLC** **DemandStar (e-bid)**
4600 140th Avenue North, Suite 180
Clearwater, FL 33762
Contact: Steve Dering, Director Strategic Partnerships
Tel: 727.478.2652
Email: sdering@directaccess.group

Received by: Junior Bergel, Procurement

10-8-24
Date



CITY OF OPA-LOCKA

Americans with Disabilities Act (ADA) Compliance Assessment and Transition Plan

RFP #24-1007200

October 7, 2024

SUBMITTED BY:
KCI Technologies, Inc.
1425 West Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309

Shahidul Islam, PhD, PE
shahidul.islam@kci.com
(410) 472-5937

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3.2.3 TAB 2

LETTER OF TRANSMITTAL

ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
1425 W Cypress Creek Road, Suite 101 • Fort Lauderdale, FL 33309 • Phone 954-776-1616

October 7, 2024

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

Re: **ADA Compliance Assessment and Transition Plan**
RFQ No. 24-1007200

Dear Members of the Selection Committee:

KCI Technologies, Inc. (KCI) understands that the City of Opa-Locka (City) is looking for a firm to prepare a qualified Americans with Disabilities Act (ADA) Compliance Assessment and Transition Plan focusing primarily on ADA Compliance and Facility Assessments. The firm will also provide professional services to prepare a barrier assessment, compliance assessment, evaluation report, and ADA Transition Plan.

With more than 66 years of considerable experience providing professional engineering and assessment services for a variety of clients like the City of Opa-Locka, KCI has the necessary resources, expertise, and experience to manage and execute this contract for the City and we are pleased to submit this proposal for your consideration.

The success of any project, particularly a project of this magnitude and complexity, depends on the qualifications and experience of the consultant team. KCI offers an extensive portfolio of previous ADA Transition Planning and assessments to help cities plan for future maintenance and compliance management initiatives.

Our team is uniquely qualified to perform the work described because:

- Team members possess **specialized education and experience in ADA compliance** and understand the requirements to gain full compliance**.**
- We have a **proven team dynamic that is professional and pleasant**. We will maintain a collective team throughout the project and foster collaboration and open discussion with the City.
- We **present the results of the barrier assessment, compliance assessment, and evaluation report to the City Council Board members** and help justify budget needs.

On behalf of the KCI team, we appreciate the opportunity to submit our qualifications to the City of Opa-Locka for this ADA Compliance Assessment and Transition Plan.

KCI declares that our submission to the City was made without collusion with any other person or entity submitting a proposal in response to this RFP. The below-proposed signature of our officer, Heidi Hammel, PMP, GISP, certifies the content of our response to the City's RFP.

Authorized contact for KCI: Heidi Hammel, PMP, GISP
Title: Vice President
Address: 1425 W Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309
Phone: (410) 527-4415
Email: heidi.hammel@kci.com

Respectfully,

Heidi Hammel, PMP, GISP
Vice President

Bruce Reed, RLA
Regional Practice Leader

3.2.4 TAB 3

GENERAL INFORMATION

3.2.4 TAB 3 - GENERAL INFORMATION

3.2.4.1 Name of Business	KCI Technologies, Inc.
3.2.4.2 Mailing Address and Phone Number	1425 W Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309 (954) 776-1616
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	Shahidul Islam, PhD, PE shahidul.islam@kci.com (410) 472-5937
3.2.4.4 Normal business hours	8:00am – 5:00pm
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.)	KCI is a national company with seven offices throughout Florida. Legal Status: Sub-chapter S Corporation
3.2.4.6 Give the date business was organized and/or incorporated, and where	KCI was founded in 1955. The firm was incorporated on December 15, 1988 in the state of Delaware
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	1425 W Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309 Number of professional staff: 45
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	KCI Technologies, Inc. is a wholly owned subsidiary of KCI Holdings, Inc. KCI is a 100% employee-owned, sub-chapter S corporation.
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.	KCI is licensed to do business in the state of Florida, No. P23975 *A copy of the license is provided on the following page.*

State of Florida
Department of State

I certify from the records of this office that KCI TECHNOLOGIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 19, 1989.

The document number of this corporation is P23975.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 29, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of January, 2024

Secretary of State

Tracking Number: 3136789272CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

3.2.5 TAB 4

PROJECT APPROACH

3.2.5 TAB 4 - PROJECT UNDERSTANDING

Section 504 of the Rehabilitation Act of 1973 and the Americans with Disability Act of 1990 require all public agencies to conduct self-evaluations and create an ADA Transition Plan. The Department of Justice requires the Transition Plan to address the following aspects of accessibility:

- If a public entity has responsibility or authority over streets, roads, or walkways, its ADA Transition Plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs. In addition, priority will be given to walkways serving entities covered by the ADA, including state and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.
- The ADA Transition Plan shall identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- The ADA Transition Plan shall describe the methods used to make the facilities accessible.
- The ADA Transition Plan shall specify the schedule for taking the steps necessary to achieve compliance with the ADA and, if the time of the ADA Transition Plan is longer than one year, identify steps that will be taken during each year of the transition period.

KCI understands that the City wants to perform an ADA Compliance Assessment and prepare a Transition Plan for government building facilities and parks. KCI will perform a physical accessibility assessment on the determined facilities and identify the necessary steps to remedy any physical barriers. For accessibility assessments and the ADA compliance evaluation, our trained and experienced staff will perform a "boots-on-the-ground" survey and walk with a tablet application, using a custom survey form integrated with GIS. KCI will provide an inventory and ADA compliance assessment of non-compliant areas identified. KCI will build verifications related to ADA access, barrier descriptions, and severity ratings to measure the relative impact on access.

As part of the ADA Transition Plan, KCI will take digital photographs and document each barrier. KCI will provide reference drawings or maps showing the specific location of the barrier and proposed solutions to eliminate it. KCI will also establish appropriate corrective and preventative maintenance strategies and costs. KCI will review all Access Compliance Assessment Reports (ACARs), develop facility diagrams for each building, show interior and exterior areas to be included in the ADA Transition Plan as appropriate, and provide a comprehensive report. KCI will 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.

In the self-evaluation report, each section will provide a practical solution and an estimated cost for removing each obstacle. Additionally, the report will mention the priority level of each project. The Work Plan section will detail how KCI plans to fulfill the City's needs in executing the project. A diagram of our proposed approach is depicted below:


PROJECT KICK-OFF MEETING
• Project management
• Project schedule
• Deliverables
• Available data and reports from the City
• Specific requirements from the City
1
2
ADA DATA COLLECTION
• Evaluate all identified, City-owned buildings, and parks and identify physical barriers
• Identify City programs, activities, and services
• Review City policies, practices, and procedures
• Conduct ADA compliance evaluation
ADA DATA ASSESSMENT
• Process collected data
• QA/QC on ADA collected data
• Provide a detailed outline of methods necessary to remove program accessibility barriers
3
4
RECOMMENDATIONS & DRAFTS
• Evaluation process recommendations
• Draft barrier assessment surveys for all City buildings
• Draft evaluation report
• Draft ADA Transition Plan
REPORTS, PRESENTATION, & TRAINING
• Final access compliance assessment reports
• Final evaluation report
• Final ADA Transition Plan
• Presentation to City officials
• Staff training
5

3.2.5 TAB 4 - PROJECT APPROACH

OBJECTIVES TO BE ACCOMPLISHED

The objective is to provide inventory and ADA compliance assessment and transition plan for approximately six City-owned properties and pathways, crosswalks leading to City facilities, and City-owned or rented parking facilities (parking garages). To accomplish this goal, KCI will complete the following tasks:

- Perform an asset inventory and ADA compliance assessment of select City-owned facilities, pathways, crosswalks, and parking areas/facilities.
- Review and analyze the collected ADA compliance data, generate maintenance and corrective strategies and costs, and develop budget-based resolutions.
- Develop an ADA Transition Plan.
- Provide ADA compliance training and support to the City staff so that they can perform the analyses for future needs.
- Present the ADA Transition Plan to the City Council at a public meeting.

TASK 1 – OVERSEE DEVELOPMENT, EXECUTION OF THE EVALUATION REPORT AND ADA TRANSITION PLAN

Item 1.1: Kick-Off Meeting, Records Review, & Project Management

KCI understands the importance of planning and preparing at the onset of a project. We will coordinate with the City for a project kick-off meeting to discuss the following items briefly:

- Project management
  - Project schedule
  - Deliverables
  - Available data, drawings, plans, and reports from the City
  - Specific Requirements from the City

As a local firm with offices in Fort Lauderdale and Miami, KCI can meet with City staff in person for the kick-off meeting. However, if the City prefers, KCI will arrange a virtual kick-off meeting for project introductions and high-level planning. The meeting will be scheduled before data collection begins.

KCI believes communication is the key to a successful project. In addition to the kick-off meeting, we anticipate regular correspondence (at least three meetings) with the City throughout the project to meet the City's specific needs.

Item 1.2: Initiation

At this stage, KCI will work with the City's project staff and assist with designating the ADA Coordinator (28 CFR 35.107(a)) and put together an ADA workgroup with members of various

departments to conduct the effort necessary to complete the process. The ADA Coordinator is a critical player in ensuring ADA compliance. The coordinator must have the authority, knowledge, and motivation to implement the regulations effectively.

KCI will review the grievance procedures (28 CFR 35.107(b)) already in place for applicability. If no existing grievance process exists for discrimination complaints, KCI will present examples of options and best practices for initiating a grievance process and develop into a draft for review.

KCI will work with the workgroup to review City programs, services, and activities and determine a self-evaluation process within each department. The City will provide proper contact points for each department for the self-evaluation.

At the end of this stage, the City will make the finalized ADA position statement, ADA Coordinator's name, and title available to the public (28 CFR 35. 107(a)). KCI will coordinate with the City to obtain the following information:

- Identify workgroup members
- List of all departments within the City
- List of all facilities owned by the City, including buildings and recreational facilities

TASK 1 DELIVERABLES:

- Self-evaluation process recommendations, including a list of items to evaluate and responsible parties
- Review the ADA position statement, ADA grievance procedures, and City Reports
- Data Summary
- Meet with City staff for investigation, and document research

TASK 2 - CONDUCT COMPREHENSIVE FACILITY SURVEYS AND BARRIER ASSESSMENTS

Item 2.1: Self-Evaluation

Using the process and contacts developed in the Initiation phase, KCI will assist the City in coordinating and documenting the Self-Evaluation Process. Self-evaluation is a comprehensive review of all programs, activities, and services operated by a public entity.

A. Programs, Policies, Procedures

The self-evaluation will cover general non-discrimination provisions, communications, program, and facility accessibility. If the City has completed the self-evaluation required by January 25, 1993, a new updated self-evaluation is recommended due to the change to Title II regulations and ADA Standards for Accessible Design in 2010.

To conduct a self-evaluation of programs, policies, and procedures, each department must:

- Identify all programs, activities, and services and their locations.
- Determine whether employees and officials are familiar with the public entity's ADA obligations, including the requirement to make reasonable modifications to policies, practices, and procedures.
- Determine whether employees and officials know how to arrange for auxiliary aids and services, such as sign language interpreters, Braille material, and assistive listening systems, to ensure that communication with people with disabilities is as effective as with others.

- Review service, activity, and program policies and procedures to determine whether they ensure an equal opportunity for people with disabilities to participate and benefit.
- Evaluate facilities for physical barriers to access City programs and indicate if non-structural or structural changes are required to City facilities.

B. Facilities Inventory and ADA Compliance Assessment

For facility inventory and ADA assessment, KCI will coordinate with the City for the following information:

- List of departments and programs using fillable forms
- List of existing buildings using fillable forms
- List of places that are accessed by the public (CFR 35.105(a))

Before the facility assessment, KCI will work with the City's workgroup to identify priority locations for public accommodations.

- Priority 1 – Accessible approach and entrance
- Priority 2 - Access to goods and services
- Priority 3 – Access to public toilet rooms
- Priority 4 - Additional access

Using the City's list of facilities, we will perform an inventory and ADA compliance assessment based on any one of the applicable categories that fall into "places of public accommodation" and assess barrier removal.

- Approach and entrance
  - Parking
  - Exterior accessible route
  - Curb ramps
  - Ramps
  - Entrance
- Access to goods and services
  - Interior accessible route
  - Ramps
  - Elevators
  - Platform lifts
  - Signs
  - Interior doors
  - Rooms and spaces
  - Controls
  - Public telephones
  - Fire alarm systems
  - Seating
  - Benches
  - Service counters
- Outside the toilet rooms
  - Accessible route
  - Signs
  - Entrance
- Inside the toilet room
  - Lavatories
  - Soap dispensers and hand dryers
  - Water closets (2010 Standards refer to toilets as water closets)
- Additional access
  - Drinking fountains

For the ADA compliance assessment, we will use GPS-enabled field devices to geolocate and record data and photographs of the City-owned facilities, parks, pathways, crosswalks, and parking facilities.

C. Proposed Solution, Cost Estimates, and Priority

KCI Technologies, Inc. will create a priority list for projects and programs, barrier solutions, and cost estimates for each, meeting with the workgroup to review prioritization and responsible individuals.

- Proposed solution(s) to eliminate the barrier

- Individual detailed cost estimates for each solution
- Priority levels for each proposed solution

TASK 2 DELIVERABLES:

- Fillable forms for each department or the city to complete based on assessments:

PART A

- Programs, policies, and procedures:
  - General non-discrimination
  - Effective communication

PART B

- Existing buildings, according to priority listed in the Department of Justice ADA Title III regulations:
  - Priority 1: Approach and entrance
  - Priority 2: Access to goods and services
  - Priority 3: Access to public toilet rooms
  - Priority 4: Additional access (drinking fountains, public telephones, and fire Alarms)
- Recreational facilities
- Geolocated database of pedestrian facilities in the public rights-of-way within the city limits, including:
  - Pedestrian pathways on public access easements
  - Locations where spot improvements are needed to meet ADA
- The combined inventory of the municipality's vertical and pedestrian facilities
- Draft Barrier Assessment surveys for all City buildings
- Draft Access Compliance Assessment reports for all City buildings
- Final Access Compliance Assessment reports for all City buildings
- Draft evaluation report
- Final evaluation report.

PART C

KCI will coordinate with the City to create condition reports depicting the status of the existing City facilities, parks, pathways, crosswalks, and parking facilities. KCI will provide the city with a written Access Compliance Assessment report and Evaluation Report for review. The report will include an executive summary of the inventory of current facilities, parks, pathways, crosswalks, and parking facilities with associated data.

- The report will also include, based on the Barrier Assessment Surveys, the development of ACARs to support the comprehensive assessment process, which shall include:
  - Executive summary
  - Build verifications as it relates to ADA access
  - Barrier description and severity rating to measure the relative impact of access
  - Digital photographs and documentation of each barrier
  - Reference drawings/maps showing the specific location of the barrier

TASK 3 - COMPREHENSIVE ADA EVALUATION AND TRANSITION PLAN

Item 3.1: Transition Plan

KCI will develop the Transition Plan (28 CFR 35.150(d)(1)) from the self-evaluation and facilities inventory. We will compile the basic elements of the transition plan (barriers that limit the

accessibility of programs, activities, or services) and methods to remove the barriers from the previous phases. KCI will develop a priority list of projects and programs and meet with the workgroup to review the prioritization tiers and person(s) responsible for the implementation. These are the basic elements required; however, a cost estimate and source of funds should also be included to plan the improvements thoroughly. KCI will provide cost estimates for City-owned facilities, parks, pathways, crosswalks, and parking facilities.

KCI will attend one City Council meeting to present the plan findings and recommendations.

Item 3.2: Training

KCI will provide training and coordinate with the workgroup and city staff to conduct future facility assessments and recognize future barriers, taking an initiative-taking approach to remain compliant. The training will also cover the following topics:

- Applicable government codes, statutes, and regulations
- Performing field investigations and inspections
- Preparation of ADA compliance assessment reports
- Monitoring and updating the ADA self-evaluation and transition plan
- Using and maintaining the database and/or project map
- Internal procedures for granting exemptions for City projects

TASK 3 DELIVERABLES:

- Table of barriers, methods, cost estimate, schedule, sources of funds, and the person responsible for implementation of facilities
- Draft Transition Plan (28 CFR 35.150(d)(1)) including a schedule/plan for removing barriers identified in the facility inventory ((28 CFR 35.150(d)(2); 28 CFR 35.150(d)(3))
- Final ADA Transition Plan
- A geodatabase with inventory and assessment data of facilities, parks, pathways, crosswalks, and parking

3.2.6 TAB 5

EXPERIENCE AND QUALIFICATIONS

3.2.6 TAB 5 – EXPERIENCE AND QUALIFICATIONS

3.2.6.1 Specify the number of years the Proposer has been in business: 69

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.

FIRM'S DEMONSTRATED CAPABILITY

KCI's corporate purpose is to work together to implement great ideas that improve people's lives. KCI is a 100 percent employee-owned engineering, consulting, and construction firm serving clients throughout the nation. KCI's corporate vision is to be the professional consulting firm of choice for our employee-owners, clients, and business partners. With more than 1,900 full-time employees collaborating on diverse projects, KCI is constantly driven by energy, passion, and talent. We are a recognized industry leader, employing innovative technologies, management practices, and strategic growth initiatives. The strong team we've built over the last 67 years operates as a single entity comprising technical specialists that provide a collaborative, efficient suite of services across core markets. Our multi-disciplined offerings allow us to offer exceptional turnkey project delivery. Our people, projects, and organizational success have been honored with awards from some of the trade's most prestigious bodies.



Asset Management

Our dedicated asset management practice is founded on the core principles of enterprise asset management and is backed by a highly qualified ISO-certified team. Our Asset Management professionals have become certified by the Institute of Asset Management (IAM) in the "Principles of Asset Management." Our goal is to provide guidance to our clients that align with core principles and best practices when establishing any new program or organization. Our multi-disciplinary team of trained asset management professionals has unparalleled breadth and depth of expertise. We pride ourselves on offering technical solutions to our clients through innovative thinking and technology. Our engineers, certified maintenance and reliability professionals, business analysts, and technologists are well-versed in developing and implementing municipal asset management programs — across all spectrums of readiness and asset management maturity — which integrate people, processes, and technology to enhance asset value.

The KCI team combines expertise from our dedicated Asset Management practice with over 16 years of experience providing pavement assessment and ADA compliance data collection services.

KCI has been instrumental in evaluating sidewalks, curb ramps, and facilities for condition assessment and ADA compliance, developing a transition plan, and working closely with clients to gather the business and system requirements throughout its implementation.

The KCI team members led efforts to conduct a complete inventory and condition assessment of several cities and counties that included greenway and walking trails, parks, facilities, baseball fields, and boat launches in order to develop an ADA Transition plan. Our team provided ongoing training to the client's staff to maintain compliance and presented our findings to the Council. We also held continuous meetings with the client's staff to discuss budgetary needs for achieving 100% compliance in the future. Additionally, the KCI team addressed ADA accommodations and requests and worked with the park's planner to develop the Autistic Park. KCI's asset management, engineering, and planning capabilities can be summarized as:

- **Data Collection Services**
    - Pavement condition assessment (surface distress, ride quality, and structural)
    - Asset inventory and assessment on a GIS platform (trees, signs, traffic signals, curb, gutter, lighting, and any other linear/point asset that can be tied to a GPS coordinate)
    - Facilities ADA compliance and transition plan
    - 360° camera high-resolution video-logging of right-of-way
- **Customized Asset Management Software**
    - Central management system implementation for all assets
        - CMMS, Cityworks, Maximo, Cartegraph OMS, PAVER™, etc.
    - Decision support policies and analysis
    - Mobile applications for field support (asset inventory, condition surveys, and maintenance activities)
        - Signs, markings, guardrails, light poles, traffic signals, signal switch boxes
    - GIS integration
    - Web-portal and cloud data visualization tools
    - GIS/database management
- **Engineering and Planning Services**
    - Multi-year maintenance and capital improvement plan (CIP) development
    - Maintenance quality assurance review
    - Governmental policy compliance (GASB 34, retroreflectivity)
    - Non-destructive testing of pavements
        - Ground penetrating radar (GPR)
        - Falling weight deflectometer (FWD)
    - Pavement design
        - AASHTOWare ME pavement design

- Life-cycle-cost analysis (LCCA)

Right-of-Way Asset Evaluation and Pavement Assessment Clients			
Opa-Locka, FL	Franklin County, GA	Milford, DE	Greenville, NC
Athens-Clarke County, GA	TDOT	Salisbury, MD	Walker County, GA
Kyle, TX	Cherokee County, SC	Lyman, SC	Chamblee, GA
Webster, TX	Elbert County, GA	Dickson County, TN	Toccoa, GA
Shelbyville, TN	Dunwoody, GA	Mount Pleasant, TN	Winter Springs, FL

3.2.6.3 Provide examples of marketing materials, press releases, etc. as described in the Scope of Services.
Please refer to the appendix section of this proposal for more information on KCI's pavement management 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.
Shahidul Islam, PhD, PE, will serve the City as a primary point of contact on a day-to-day basis and be responsible for KCI's service.

Key Staff Resumes



SHAHIDUL ISLAM, PHD, PE

Project Manager

Dr. Islam has more than 15 years of experience developing, implementing, and maintaining pavement management plans to outline investment priorities for pavements and other transportation assets. For the last five years, he was responsible for maintaining the pavement management system for the Illinois State Toll Highway Authority network. His responsibilities included pavement condition assessment, remaining service life determination, and multi-year pavement management plan development.

He led pavement data collection and pavement management system implementation for 35+ agencies and 24 agencies under the Chicago Metropolitan Agency For Planning (CMAP). Mr. Islam is a member of the Infrastructure System Committee of ASCE and TRB's Standing Subcommittee AKP10(1) on Innovations in Pavement Condition Evaluation.

EDUCATION

PhD / Civil Engineering / University of Illinois at Urbana-Champaign

MS / Civil Engineering / Kansas State University

BS / Civil Engineering / Bangladesh University of Engineering & Technology

REGISTRATIONS/ CERTIFICATIONS

PE / TX / 131232

PE / MD / 58526

PE / NC / 053150

PE / VA / 0402064458

YEARS EXPERIENCE

15

YEARS WITH KCI

3.5

City of Opa-Locka, Pavement Assessment - Opa-Locka, FL. *Project Manager*. KCI collected right-of-way asset data of approximately 95 lane miles of roadway, focusing primarily on sidewalk and PCI to prepare a Pavement and Sidewalk Management Program (PMP) that resulted in the greatest return on investment. KCI performed an automated pavement assessment based on the ASTM D6433 PCI Surveys methodology to determine the PCI value for each pavement section. KCI developed a GIS-integrated asset inventory and condition assessment for additional right-of-way assets, including ADA compliance of curb ramps, pavement marking, signs, stormwater, water/sewer infrastructure, trees, and streetlights.

Athens-Clarke County, Pavement Assessment - Clarke County, GA. *Project Manager*. Dr. Islam led Athens-Clarke County's pavement assessment and multi-year maintenance plan for over 633 miles of streets. He also provided software training and led the development of asset inventory and condition evaluation efforts for various infrastructures. His duties included contract administration, budget management, and program oversight.

City of Kyle, Pavement Condition Assessment - Kyle, TX. *Project Manager*. KCI used automated Laser Crack Measurement System (LCMS) technology to survey the City's pavement conditions and right-of-way assets, documenting pavement distresses and providing an OCI for future planning and rehabilitation efforts. Asset inventory and conditions data was stored in the PAVER™ and Cartegraph OMS database and provided to the City in shape file format.



KRISTI MOORE, MS, ADAC, PMP, IAM

ADA Compliance and Transition Plan Expert

Ms. Moore is a certified ADA Coordinator with more than six years of experience in ADA transition planning. She has served in several asset data positions including project collection technician, asset management specialist, and business analyst. Ms. Moore's previous direct experience as a field data technician with local municipalities gives her a complete understanding of ADA Compliance.

EDUCATION

MS / Administration of Justice and Security / University of Phoenix

BS / Organizational Security and Management / University of Phoenix

REGISTRATIONS/ CERTIFICATIONS

PMP / 3643042

IAM / 6132097

ADAC / 60776952-4617

ACTCP Title II

ACTCP Advanced Employment

Facilities and Grounds Management

YEARS EXPERIENCE

20

YEARS WITH KCI

1

Town of Apex, ADA Transition Plan - Apex, NC. *ADA Coordinator.* Mrs. Moore acted as the Town of Apex's ADA Coordinator. Providing training to staff for in-house assessments. Address ADA accommodations and requests. Partnered with the Town's facility assessment consultant on future planning compliance. Implements conditions assessments into the CMMS system for tracking and budgeting.

Town of Holly Springs, ADA Transition Plan - Holly Springs, NC. *ADA Coordinator.* Mrs. Moore led the effort of a complete inventory and condition assessment of about 25 miles of greenway and walking trails, four parks, four Town facilities, a baseball field, and a boat launch within the Town's jurisdiction in developing an ADA Transition plan. She provided Town staff with ongoing training for maintaining compliance. Presented findings to Town Council. Held continuous meetings with Town staff on budgetary needs over time to achieve 100% compliance in the future. Also, Mrs. Moore addressed ADA accommodations and requests. She also worked with the Town's Parks Planner to develop the Town's first Autistic friendly park.

City of Port Orchard, AM Consulting 2023-2024 - Port Orchard, WA. *ADA Coordinator.* KCI provided the City support and assistance in preparation for the procurement and implementation of a new CMMS) solution and supporting foundational data and documentation (e.g., GIS, SOPs, etc.), improving the management of its assets, enhancing service delivery, and optimizing the lifecycle of its assets. KCI's goal over a 20-month period through December 2024 is to support the City by providing comprehensive support in developing, improving, and maintaining its asset management program.

Groton Utilities, Cityworks Implementation Phase I - Groton, CT. *Technician.* KCI is implementing Cityworks AMS for various departments at Groton Utilities.



BYRON REY

Sidewalk and ADA Compliance Evaluation

Mr. Rey has over 10 years of experience in the private sector working on commercial development projects gaining experience with the building and planning right-of-way assets and underground systems, while concurrently preparing construction and environmental compliance documents; developing grading plans, cost estimates, and bid specifications; and providing construction oversight, environmental sampling, and site reconnaissance.

EDUCATION

BS / Civil Engineering / Florida A&M University

YEARS EXPERIENCE

10

YEARS WITH KCI

4

City of Opa-Locka, Pavement Assessment - Opa-Locka, FL. *Design Engineer*. KCI collected right-of-way asset data of approximately 95 lane miles of roadway, focusing primarily on sidewalk and PCI to prepare a PMP that resulted in the greatest return on investment. KCI performed an automated pavement assessment based on the ASTM D6433 PCI Surveys methodology to determine the PCI value for each pavement section. KCI developed a GIS-integrated asset inventory and condition assessment for additional right-of-way assets, including pavement marking, signs, stormwater, water/sewer infrastructure, trees, and streetlights.

City of Delray Beach, Public Right-of-Way Accessibility Improvements - Delray Beach, FL. *Design Engineer*. Mr. Rey was a member of the team that performed field survey within the proposed project limits. He identified the potential aboveground existing utilities in areas receiving new sidewalks including the conflicts of existing power poles and new sidewalk locations. He performed the field measurement of sidewalk attributes for ADA compliance, including the longitudinal slope and cross slope with digital levels, and recorded and tabulated for use in developing areas needing design for replacement. The design in certain areas required relocation of drainage structure to comply with sidewalk ADA criteria.

Loxahatchee Club Pavement, Curbing and Drainage Assessment and Recommendation - Jupiter, FL. *Design Engineer.* Mr. Rey provided pavement condition assessment of all streets within the 360-acre Loxahatchee Club residential development. The scope included the inventory of streets, concrete gutters, catch basins, and the piping network that discharged into a system of interconnect lakes and outfalls. KCI's recommendations for remediation of drainage issues included the need for further review of the drainage piping system via CCTVing within the interconnecting lakes for blockage.



JONATHAN GEIGER, EIT, ENV SP

Right-of-Way Asset & ADA Compliance Evaluation

Mr. Geiger has worked as an engineer-in-training on private and government projects in Miami-Dade, Broward, and Palm Beach Counties that have involved civil site and utilities design, permitting at both the state and local levels, and construction phase services. Mr. Geiger is experienced with AutoCAD, and has experience working in the field in construction, furthering his understanding of the engineer-contractor relationship.

EDUCATION

BS / Civil Engineering / University of Central Florida

REGISTRATIONS/ CERTIFICATIONS

EIT / FL / 1100018738
Envision Sustainability Professional (ENV SP) / 39902

YEARS EXPERIENCE

9

YEARS WITH KCI

7

City of Opa-Locka, Pavement Assessment - Opa-Locka, FL. *Design Engineer*. KCI collected right-of-way asset data of approximately 95 lane miles of roadway, focusing primarily on sidewalk and PCI to prepare a PMP that resulted in the greatest return on investment. KCI performed an automated pavement assessment based on the ASTM D6433 PCI Surveys methodology to determine the PCI value for each pavement section. KCI developed a GIS-integrated asset inventory and condition assessment for additional right-of-way assets, including pavement marking, signs, stormwater, water/sewer infrastructure, trees, and streetlights.

City of Delray Beach, Public Right-of-Way Accessibility Improvements - Delray Beach, FL. *Design Engineer.* Mr. Geiger was a member of the team that performed field survey within the proposed project limits. He identified the potential aboveground existing utilities in areas receiving new sidewalks including the conflicts of existing power poles and new sidewalk locations. He performed the field measurement of sidewalk attributes for ADA compliance including the longitudinal slope and cross slope with digital levels and recorded and tabulated for use in developing areas needing design for replacement. The design in certain areas required relocation of drainage structure to comply with sidewalk ADA criteria.

Loxahatchee Club Pavement, Curbing and Drainage Assessment and Recommendation - Jupiter, FL. *Design Engineer.* Mr. Geiger provided pavement condition assessment of all streets within the 360-acre Loxahatchee Club residential development. The scope included the inventory of streets, concrete gutters, catch basins, and the piping network that discharged into a system of interconnect lakes and outfalls. KCI's recommendations for remediation of drainage issues included the need for further review of the drainage piping system via CCTVing within the interconnecting lakes for blockage.



AMANDA O'SHEA, PMP, GISP

GIS Integration Manager

Ms. O'Shea is a Project Manager lead in KCI's Asset Management practice with 22 years of experience in the development of GIS solutions. Her previous experience includes geodatabase development, GIS analysis, digital field data collection system design and implementation, project GPS setup and support, and quality control. Her expertise in managing GIS data acquisition projects will provide seamless collaboration on projects. Ms. O'Shea's computer skills include ArcGIS Desktop, ArcGIS Pro, ArcGIS Enterprise, Portal for ArcGIS, ArcSDE, ArcServer, ArcGIS Online, Field Maps, Collector for ArcGIS, Survey123, ArcPad, Microsoft SQL Server, Cityworks AMS, Cityworks PLL, Geocortex Essentials, Trimble Business Suite, CommunityVIZ, GlobalMapper, and MapInfo.

EDUCATION

BS / Geography / Pennsylvania State University

REGISTRATIONS / CERTIFICATIONS

Project Management Professional (PMP) / 3008601
Geographic Information Systems Professional (GISP) / 57720

YEARS EXPERIENCE

24

YEARS WITH KCI

17

Pavement Condition Assessment – Elbert County, GA. KCI performed condition assessments of 371 miles of paved roadways and captured that data electronically for future maintenance and asset management use. Ms. O'Shea developed an application based on the Georgia Department of Transportation's Pavement Condition Evaluation System (PACES) and used commercially available tools such as ArcGIS and Survey123 to set up the database, field form, web maps, and web/mobile application.

Pavement Condition Assessment – Cherokee County, SC. Cherokee County, responsible for about 361 miles of paved roadways, contracted KCI to perform condition assessments of these assets and capture that data electronically for future maintenance and asset management use. Ms. O'Shea developed an application based on the ASTM D6433 PCI determination methodology, to assess the type, severity, and extent of pavement distresses and used commercially available tools such as ArcGIS and Survey123 to set up the database, field form, web maps and web/mobile application. An Esri ArcGIS-based dashboard was developed to display pavement attributes and condition data.

Pavement Condition Assessment – City of Chamblee, GA. The City of Chamblee, GA, responsible for about 90 miles of paved roadways, contracted KCI to perform condition assessments of these assets and capture that data electronically for future use in maintenance and asset management. Ms. O'Shea developed an application based on the Georgia Department of Transportation's PACES and used commercially available tools such as ArcGIS and Survey123 to set up the database, field form, web maps, and web/mobile application.

3.2.7 TAB 6

SCHEDULE

3.2.7 TAB 6 – SCHEDULE

KCI is proposing a preliminary schedule of four months to complete the ADA compliance assessment, and transition plan from the notice to proceed. We have an outstanding record of completing projects similar in size and scale on time and within budget. We will deploy experienced personnel and resources necessary to complete the project within the specified time provided by the City.

DESCRIPTION OF ACTIVITIES	2024 - 2025			
	NOV	DEC	JAN	FEB
Kickoff Meeting				
Records Review				
ADA Data Collection				
Transition Plan				
Final Report & Presentation				

3.2.7.2 Indicate the earliest available start date for your project team.
Our project team will be available within two weeks from notice to proceed.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.
KCI will complete the pavement, sidewalk, and ADA ramps-related services four months after the notice to proceed. As mentioned in the schedule, KCI will also complete the additional asset collection services in three months.

3.2.8 TAB 7

PRICING OF SERVICES

3.2.8 TAB 7 – PRICING OF SERVICES

KCI provided a statement of qualifications; pricing is not required at this time per the City's clarifications received on 9/27/2024.

3.2.9 TAB 8

REFERENCES

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.

The KCI team provides quality, responsive services to the City of Opa-Locka. At KCI, we feel that the best measure of our performance is client satisfaction and our relationship with our clients. The client references below can attest to the performance of KCI and our key personnel. We encourage the City of Opa-Locka to discuss with these clients the capabilities of our firm and proposed staff members.

ADA Compliance Assessment of Sidewalks and Curb Ramps, Pavement Assessment, Pavement Management System Implementation, Right-Of-Way Assets Inventory and Assessment

City of Opa-Locka, FL

Project Overview

CONTACT
Adelina Gross
Capital Improvement Programs Manager
780 Fisherman Street
Opa-Locka, FL 33054
Ph: (305) 953-2868
Email: agross@opalockafl.gov
Project Duration: July 2023 – October 2024

KCI performed pavement and the right-of-way asset inventory and conditions assessment of approximately 95 lane miles of roadway, focusing primarily on Sidewalk and PCI to prepare a PMP to enhance the greatest return on investment. KCI performed an automated pavement assessment based on the ASTM D6433 PCI Surveys methodology, to determine the PCI value for each pavement section. For sidewalk and ramp condition assessment and ADA compliance evaluation, our trained and experienced engineers performed a "boots-on-the-ground" survey and walked with a tablet application, using a custom survey form integrated with ArcGIS. KCI developed a GIS-integrated asset inventory and condition assessment for additional right-of-way assets, including pavement markings, traffic signs, catch basins, manholes, fire hydrants, sewer valves, water valves, and street trees. KCI generated predictions for scenarios assuming different pavement conditions/budget scenarios. KCI established appropriate rehabilitation and preventative maintenance strategies and costs, including treatments such as slurry seals, cape seals, overlays, and reconstruction based on the recent maintenance and rehabilitation budget. In a five-year forward program, KCI provided estimated costs for the recommended maintenance and rehabilitation activities and a map that shows the current zones PCI and a map that shows the zone PCI's at the end of the five-year program based on the current budget to show the result of the five-year program. The report also contains condition analysis, different levels of investments, and recommendations on pavement preservation.

Delray Beach – Public Right-of-way Accessibility Improvements

Delray Beach, FL

Project Overview

The project included the addition of missing sidewalk segments and correction of the existing ADA deficiencies, as identified in the City's ADA Self-Evaluation and Transition Plan, for 15 streets, approximately four miles in length. The primary purpose of this project was to bring ADA deficient segments of sidewalks, intersections, driveways, and curb ramps into compliance. Sidewalks that were not ADA compliant will be replaced in kind, where feasible. Areas where entire sidewalk sections need reconstruction, will be replaced with the City's latest standard details. In areas where there was no existing sidewalk, new sidewalk will be installed as per the City's latest standard details.

CONTACT
Denis Placide
Project Manager
100 NW 1st Avenue
Delray Beach, FL 33444
(561) 243-7346
placided@mydelraybeach.com
Project Duration: January 2022 – October 2022

KCI provided design survey services, primarily in areas missing sidewalks. Right-of-way lines were established from plat information without the benefit of title search, where a new sidewalk was added.

KCI performed initial public outreach involvement, providing a project announcement flyer for mailout to all property owners fronting streets requiring improvements.

Field reconnaissance within the proposed project limits was performed. A photograph log of the project walk-through was included. In addition, potential aboveground existing utilities were identified in areas receiving new sidewalks. Conflicts between existing power poles and new sidewalk locations were identified. Every existing sidewalk flag was field measured for ADA compliance for longitudinal slope and cross slope with digital levels and was recorded and tabulated for use in developing areas needing a design for replacement. The design in certain areas required red relocation of drainage structure to comply with sidewalk ADA criteria.

KCI reviewed existing profiles at right-of-way lines and compared them to the adjacent edge of pavement elevations but only in areas receiving new sidewalks. Where a new sidewalk was to be constructed, KCI analyzed the locations of existing hedges, fences, landscape, and hardscape to determine the potential impact and need for relocation and provide written documentation of conflicts. KCI's design included reconstruction of ADA deficient driveways, as identified in ADA Transition Plan within the existing right-of-way. Typical cross sections were developed for a variety of conditions encountered by red up to two sections per street.

Sidewalks at intersections were designed to meet ADA criteria using truncated dome surfaces at street crossings. The design also meandered sidewalks, where necessary, around objects such as powerlines or substantial landscaping that will remain in place with close coordination with City staff.

KCI provided design for the development of construction working drawings that would be part of bid documents advertised for competitive bidding. Plans were prepared at the 50% and 100% design phases. Technical specifications were also part of the bid documents. KCI also prepared an Engineer's Opinion of Probable Cost.

Pavement and Sidewalk Condition Assessment

Shelbyville, TN

Project Overview

CONTACT
Buck Vallad
Public Works Director
714 Industrial Parkway
Shelbyville, TN 37160
Ph: (931) 684-2644
Email:
buck.vallad@shelbyvilletn.org
Project Duration: June 2022 – March 2023

KCI completed an inventory and condition assessment of the entire road and sidewalk network within the limits of the City of Shelbyville's jurisdiction and developed a pavement maintenance plan that will enhance the greatest return on investment. KCI has identified approximately 128.2 centerline miles of public roadways under the City's jurisdiction. KCI performed the pavement assessment based on the ASTM D6433 Standard Practice for Roads and Parking Lots PCI Surveys methodology, to determine PCI value for each pavement section. KCI established a database of pavement conditions, including PCI for each street, on a scale from 0 (failed) to 100 (good). KCI also developed a geodatabase of sidewalks and performed a conditions assessment. KCI developed pavement performance models using the pavement condition and the historical paving data to forecast future conditions and recommended annual budgets by maintenance and rehabilitation activities assuming different condition/budget scenarios. KCI established appropriate rehabilitation and preventative maintenance strategies, including treatments such as rejuvenator, microsurfacing, mill and overlay, and reconstruction. In a 5-year forward capital plan, KCI provided estimated costs for the recommended improvements.

As part of this project, KCI developed an inventory of the sidewalk, evaluated its current conditions, and recommended future maintenance and rehabilitation (M&R) plans.

Citywide Pavement Assessment & AgileAssets Implementation

Dunwoody, GA

Project Overview

CONTACT
Michael Smith
Public Works Director
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
Ph: (678) 382-6850
Email:
michael.smith@dunwoodyga.gov
Project Duration: April 2023 – March 2024

KCI team conducted an automated assessment of pavement conditions using the LCMS for around 150 centerline miles of roads. We then processed the recorded data based on the methodology outlined in ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys to develop a numerical equivalent PCI for the entire municipality. KCI implemented the web-based pavement management platform, Pavement Express™ by Trimble-AgileAssets, to perform multi-constraint budget and pavement condition optimization. KCI imported the pavement condition data into the platform and ensured that it included all necessary elements for inventory, condition, maintenance, rehabilitation strategies, budgeting, and multi-year plans. KCI also developed several pavement deterioration models to predict future pavement conditions and budget requirements. KCI worked with the City to create a pavement treatment decision tree that incorporated the City's current

practices and other successful treatments in the region. Lastly, KCI developed budget scenarios based on different budgets and targeted pavement conditions and created a multi-year plan.

Citywide Pavement Assessment

Webster, TX

Project Overview

KCI performed a condition assessment of the City of Webster's entire road network, which included 75 lane miles of public roadways, and developed a pavement maintenance plan. After completing an automated pavement assessment using the LCMS, KCI determined each pavement section's PCI value. KCI then developed a pavement performance model in PAVER™ using the pavement condition and the historical paving data to forecast future conditions and recommend annual budgets for maintenance and rehabilitation activities. KCI established appropriate rehabilitation and preventative maintenance strategies, including appropriate treatments such as crack seal, full-depth patching, overlay, and reconstruction. The five-year capital improvement plan included cost estimates for the recommended improvements. The final report summarized the findings in graphics, tables, charts, and written materials. The report also contained condition analysis, different levels of investments, and recommendations on pavement preservation.

CONTACT
John Warnement
Director of Public Works
101 Pennsylvania Avenue
Webster, TX 77598
Ph: (281) 316-3700
Email: jwarnement@cityofwebster.com
Project Duration January 2023 – December 2023

Pavement, Sidewalk, and Right-of-Way Assets Condition Assessment

Kyle, TX

Project Overview

In 2015, the City of Kyle selected KCI to provide a comprehensive street condition assessment for the City's 360 lane miles of asphalt streets and implement a Pavement Management System (PMS) using the PAVER software. KCI was again hired in 2023 to perform a City-wide automated pavement distress survey focusing on existing pavement conditions and curbs, documenting all existing distress types, severity, and extent, and determining a condition score for approximately 184 centerline miles of asphalt streets.

CONTACT
Leon Barba
City Engineer
100 W. Center Street
Kyle, TX 78640
Ph: (512) 262-3958
Email: cityengineer@cityofkyle.com
Project Duration February 2023 – May 2024

The assessment included the City's pavement conditions and right-of-way assets such as sidewalks, streetlights, PEC electric meters, signs, and supports. The survey was conducted using automated LCMS technology and involved capturing images to document existing cracking, pavement undulations, and minor failures. KCI then provided the City with Overall Condition Index (OCI) for all documented streets to allow for future planning and rehabilitation purposes. OCI was determined to describe the surface ratings to assess the extent, severity, or type of conditions that affect scoring. The asset database included pavement condition, ride score, and other pertinent data from block to block. The pavement and right-of-way asset database, provided via a geodatabase format, was incorporated into the City's GIS system and Cartegraph OMS. KCI provided the City Council members with an executive summary of the current pavement conditions analytics, budget

scenarios, and a multi-year plan. This was done to justify the budget requirements for pavement maintenance and rehabilitation. The final report will include all data and findings, recommendations for rehabilitation, and estimated pavement life of all identified sections.

KCI also provided sidewalk condition assessments, maintenance and rehabilitation recommendations, and cost estimates. Later, KCI developed a sidewalk master plan for the City, along with traffic signs, street lights, and PEC meters inventory.

3.2.10 TAB 9

ADDITIONAL FORMS

3.2.10 TAB 9 – ADDITIONAL FORMS

Please refer to the following pages for all the following required forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Non-Discrimination Affidavit
- E-verify

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: KCI Technologies, Inc.

   Address: 1425 W Cypress Creek Road, Suite 101

   City, State, Zip: Fort Lauderdale, FL 33309 Phone/Fax: (443) 534-2908

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

3. If Corporation, state:
   Date of Incorporation: 1988 State in which Incorporated: Delaware

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 04/19/1989

5. Name and Title of Principal Officers Date Elected:

   The following pages shows KCI's list of Principal Officers

6. The length of time in business: 69 years

7. The length of time (continuous) in business as a service organization in Florida:
   35 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.*

KCI Holdings, Inc. / KCI Technologies, Inc.
2024 Officers and Directors

Title	Employee Name	Date of Current Office	Business Address
Chairman of the Board	Nathan J. Beil**	12/14/2021	936 Ridgebrook Road, Sparks, MD 21152
President/CEO	Christopher J. Griffith**	6/18/2024	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President, CFO and Treasurer	Christine Y. Koski	6/7/2022	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President	G. Scott Lang**	10/21/2016	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President - Sector President	Daniel Scott Riddle	12/13/2022	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President	Garland Galm	11/29/2021	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Senior Vice President - Sector President	Bryan Lawson**	12/15/2017	4041 Crescent Park Drive, Riverview, FL 33578
Senior Vice President - Sector President	Gary Mryncza**	10/21/2016	500 11th Avenue North, Suite 290, Nashville, TN 37203
Senior Vice President	Barry Schoch	10/31/2017	5001 Louise Drive, Suite 201, Mechanicsburg, PA 17055
Senior Vice President - Corporate Secretary	Bayne E. Smith	12/15/2017	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Laurie Arensdorf	5/19/2015	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	John Armeni	2/17/2023	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Robert Atkinson	8/21/2018	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	Marty Ayres	8/16/2022	5301 Nottingham Drive, Suite 110, Nottingham, MD 21236
Vice President	Nicholas Barrick	12/15/2020	11830 West Market Place, Suite F, Fulton, MD 20759
Vice President	Kathy Berek	12/14/2021	11900 West Parmer Lane, Suite 105, Cedar Park, TX 78613
Vice President	Peter Bourne	8/21/2018	1352 Marrows Road, Ste. 100, Newark, DE 19711
Vice President	Deborah Boyd	12/13/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Kerrie Boyette	8/24/2023	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Mehmet Boz	6/19/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Michael W. Burcham	6/3/2014	1352 Marrows Road, Suite 100, Newark, DE 19711
Vice President	Eric Burgess	6/6/2017	3014 Southcross Boulevard, Rock Hill SC 29730
Vice President	Christopher Clements	8/20/2024	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Vice President	Brian Crowell	12/12/2023	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Shawn Davis	12/14/2021	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	Casey Dellar	8/24/2023	5001 Louise Drive, Suite 201, Mechanicsburg, PA 17055
Vice President	David DePratter	8/20/2024	101 North Pine Street, Suite 410, Spartanburg SC 29302
Vice President	James Deriu	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	David J. Eberspeaker	5/19/2015	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	James Fitz Morris	6/6/2017	9711 Southern Pine Boulevard, Suite A, Charlotte NC 28273
Vice President	Erick Fry	12/12/2017	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Adam Gardner	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Kyle Gass	11/29/2021	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Vice President	James M. Gellenthin	2/9/2015	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	Dawn Green	11/29/2021	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Vice President	Heidi Hammel	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Wes Hulsey	6/26/2020	106 Clair Drive, Piedmont, SC 29673
Vice President	Joel S. Keels	10/30/2007	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Dana Knight	2/6/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jeffrey Knueppel	8/16/2022	211 Welsh Pool Road, Suite 240, Exton, PA 19341
Vice President	Jim Lofft	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jaime Lopez	9/5/2023	5835 Blue Lagoon Drive, Suite 303, Miami, FL 33126
Vice President	Will Lyman	8/24/2023	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Robert Macoy	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jared Medlin	8/20/2024	3014 Southcross Boulevard, Rock Hill SC 29730
Vice President	Susan Miller	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Arch Noha	8/21/2018	5301 Nottingham Drive, Suite 110, Nottingham, MD 21236
Vice President	John O'Neill	6/18/2024	936 Ridgebrook Road, Sparks, MD 21152
Vice President	George Peck	11/29/2021	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Vice President	George Perdikakis	5/26/2009	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Nadia Pimentel	8/20/2024	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Randell Prescott	12/10/2019	4041 Crescent Park Drive, Riverview, FL 33578
Vice President	Sonal Ram	1/15/2024	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Bruce Reed	12/13/2022	1425 W Cypress Creek Rd, Suite 101, Ft Lauderdale, FL 33309
Vice President	Adam Rickey	8/21/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President - Sector President	Jeanne Ruthloff	2/23/2021	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Randy Seaver	12/15/2020	2610 Rochester Road, Cranberry Township, PA 16066
Vice President	Andrew Smith	2/6/2018	936 Ridgebrook Road, Sparks, MD 21152

KCI Holdings, Inc. / KCI Technologies, Inc.
2024 Officers and Directors

Title	Employee Name	Date of Current Office	Business Address
Vice President	Adam Spiller	8/16/2022	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	Scott Stockburger	10/17/2016	5021 Lakawana Street, Suite 501, Dallas, TX 75247
Vice President	William Tuggle	12/12/2023	851 Trafalgar Court, Suite 320W, Maitland, FL 32751
Vice President	John Walsh	12/14/2021	9711 Southern Pine Boulevard, Suite A, Charlotte, NC 28273
Vice President	Mary C. Wiedorfer	12/17/2013	122 C Street, NW, Suite 500, Washington, DC 20001
Vice President	Steve Woerner	6/18/2024	11830 West Market Place, Suite F, Fulton, MD 20759
Director	Becky Padilla**	12/12/2023	1425 W Cypress Creek Rd, Suite 101, Ft Lauderdale, FL 33309
Director	Kenneth H. Trout**	3/2/1999	936 Ridgebrook Road, Sparks, MD 21152
Director	William Jews**	12/15/2009	936 Ridgebrook Road, Sparks, MD 21152
Director	Barnie Beasley**	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Director	Courtney Beamon**	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152

** Member of Board of Directors

Notes:
Term of office for Directors is one-year and are appointed or re-appointed and elected by Trustees at their Annual Stockholders Meeting every December.
Term of office for Officers is "perpetual" until change of status as determined by Board of Directors or when employment is terminated.

State of Incorporation: Delaware
FEIN #52-1604386
Date of Incorporation: 12/15/88

Revised 8/28/2024

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7275885

RECEIPT NO.
RENEWAL
7564045

EXPIRES
SEPTEMBER 30, 2025

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

BUSINESS NAME/LOCATION
KCI TECHNOLOGIES INC
5835 BLUE LAGOON DR STE 303

MIAMI, FL 33126-2061

OWNER
KCI TECHNOLOGIES INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

Employee(s) 9

CA4898

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/06/2024
PTBTC-24-002582

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

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 Heidi Hammel

Printed Name Heidi Hammel, GISP, PMP, ITIL

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 Heidi Hammel, PMP, GISPL (Name) the Vice President (Title/Position) of KCI Technologies, 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.

10/07/2024
Date

Heidi Hammel
Signature

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

(1) He/She/They is/are the Officer (Owner, Partner, Officer, Representative or Agent) of KCI Technologies, 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:

_____
Witness

By: Heidi Hammel
Signature

_____
Witness

Heidi Hammel, PMP, GISP, Vice President
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 KCI Technologies, Inc. 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.

Heidi Hammel, PMP, GISP

By: Heidi Hammel

Title: Vice President

Sworn and subscribed before me this

7th day of October, 20 24

Tobi R. Burton

Notary Public
State of Florida at Large

My commission expires: March 11, 2028

TOBI R. BURTON NOTARY PUBLIC MY COMMISSION EXPIRES 3-11-2028 STATE OF FLORIDA COMMISSION NUMBER HH 483666

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.

Heidi Hammel, PMP, GISP

By: Heidi Hammel

Title: Vice President

State of Florida County of Miami-Dade

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☒ online notarizations this 7th day of October, 2024.

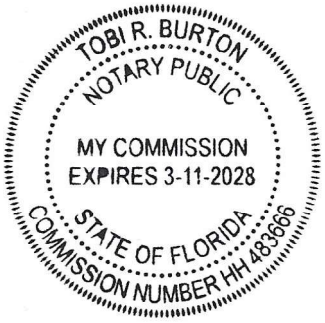
By Heidi Hammel, PMP, GISP

Personally known X OR produced identification _____

Tobi R Burton

Notary Public

My Commission Expires March 11, 2028



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: KCI Technologies, Inc.

Authorized Signature: Heidi Hammel

Print Name: Heidi Hammel, PMP, GISP

Title: Vice President

Date: 10/07/2024

APPENDIX

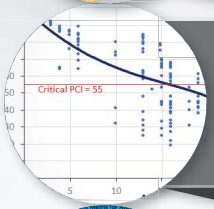
KCI PAVEMENT MANAGEMENT SERVICES



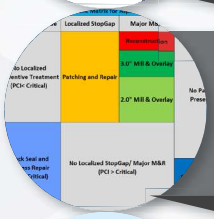
KCI considers local conditions and material characteristics in pavement treatment selection to provide creative, cost-effective and customized solutions for pavement and sidewalk repair and maintenance.



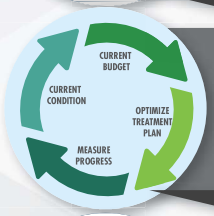
PAVEMENT CONDITION SURVEY DATA COLLECTION



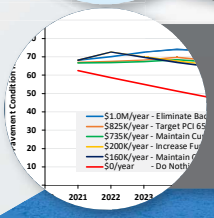
PERFORMANCE MODEL



TREATMENT MATRIX



M & R OPTIMIZATION



BUDGET 5-10 YEAR CIP

SERVICES

Pavement Inventory & Condition Assessment

- Visual Inspections
- Automated Inspection LCMS-2, 4K 360° Imagery & Advanced GPS System

Pavement Condition Index (PCI)

GIS-based Dashboard/Web Platform & Pavement Image Viewer

Right-of-Way Assets Inventory & Assessment

Maintenance & Rehabilitation (M & R) Optimization

Pavement Management System (PMS): Implementation, Training & Support

Budget & Capital Improvement Planning

BENEFITS OF KCI PAVEMENT MANAGEMENT SERVICES

- Intelligent assessment of condition
- Saves money for taxpayers
- Stay on track to achieve goals
- Innovative and project-tailored treatment selection that extends the life of pavement
- Predicts long-term repair costs to develop capital improvement plans (CIP)

RISE TO THE CHALLENGE

www.kci.com | ISO 9001:2015 Certified

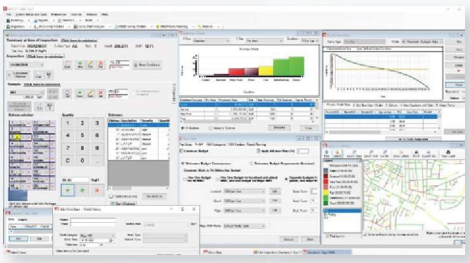
KCI PAVEMENT MANAGEMENT

PROJECT EXPERIENCE

DATA-DRIVEN ANALYSIS & BUDGETING

Utilize past performance to apply to future goals

Analyze future challenges and opportunities to depict potential impact on budget



PAVEMENT MANAGEMENT PLAN

City of Durham, North Carolina

KCI leveraged vendor-collected pavement condition data using LCMS from the Durham's 750 centerline miles of roadways to create a Pavement Management Plan. KCI used PAVER™ pavement management software and dynamic dashboards to develop treatment options, pavement presentation plans, funding forecasting and data analysis in conformance with ATSM-6433.

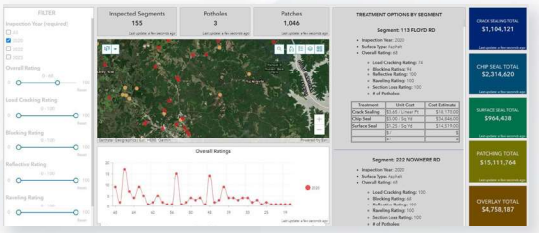
PAVEMENT FUNCTIONAL & STRUCTURAL EVALUATION

Washington, D.C.

KCI performed pavement condition data analysis to determine pavement structural and functional conditions and treatment costs for over 130 miles of roadways. The team also provided pavement and subsurface investigations, including falling weight deflectometer (FWD), ground-penetrating radar (GPR) surveys, dynamic cone penetration (DCP) tests and coring/borings.

DYNAMIC DASHBOARDS AT YOUR FINGERTIPS

Our GIS-based dashboards integrate municipal assets into a visual, web-based platform



PAVEMENT CONDITION ASSESSMENT

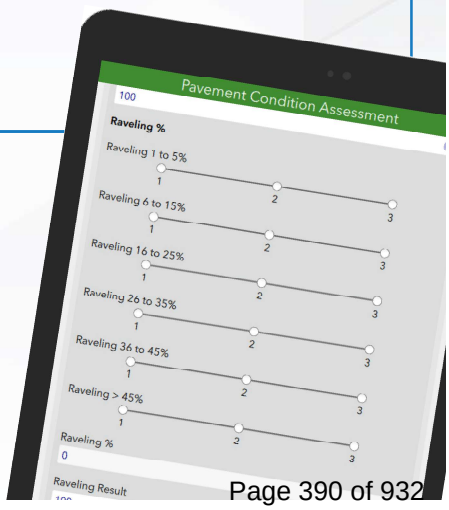
Franklin County, Georgia

KCI developed an application, based on Georgia Department of Transportation's Pavement Condition Evaluation System (PACES), to assess type, severity and extent of pavement distresses. Conditions were scored in real time for more than 250 miles of roadways. GIS-based dashboards delivered quick access to data.

ASSET MANAGEMENT

City of Winter Springs, Florida

KCI performed condition assessments with electronic data capture for future use in public relations as well as to development maintenance programs and asset management.



CONTACT

Shahidul Islam, Ph.D., PE

Project Manager

p: (410) 472.5937

Shahidul.Islam@kci.com

MEMBER The Institute of Asset Management

esri Partner Network Silver



1425 W Cypress Creek Road
Suite 101
Fort Lauderdale, FL 33309

Per section 1-14 by submitting the signed forms KCI attests that we have not been placed on the "Convicted Vendor List".

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: KCI Technologies, Inc.

   Address: 1425 W Cypress Creek Road, Suite 101

   City, State, Zip: Fort Lauderdale, FL 33309 Phone/Fax: (443) 534-2908

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

3. If Corporation, state:
   Date of Incorporation: 1988 State in which Incorporated: Delaware

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 04/19/1989

5. Name and Title of Principal Officers Date Elected:

   The following pages shows KCI's list of Principal Officers

6. The length of time in business: 69 years

7. The length of time (continuous) in business as a service organization in Florida:
   35 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.*

KCI Holdings, Inc. / KCI Technologies, Inc.
2024 Officers and Directors

Title	Employee Name	Date of Current Office	Business Address
Chairman of the Board	Nathan J. Beil**	12/14/2021	936 Ridgebrook Road, Sparks, MD 21152
President/CEO	Christopher J. Griffith**	6/18/2024	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President, CFO and Treasurer	Christine Y. Koski	6/7/2022	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President	G. Scott Lang**	10/21/2016	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President - Sector President	Daniel Scott Riddle	12/13/2022	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President	Garland Galm	11/29/2021	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Senior Vice President - Sector President	Bryan Lawson**	12/15/2017	4041 Crescent Park Drive, Riverview, FL 33578
Senior Vice President - Sector President	Gary Mryncza**	10/21/2016	500 11th Avenue North, Suite 290, Nashville, TN 37203
Senior Vice President	Barry Schoch	10/31/2017	5001 Louise Drive, Suite 201, Mechanicsburg, PA 17055
Senior Vice President - Corporate Secretary	Bayne E. Smith	12/15/2017	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Laurie Arensdorf	5/19/2015	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	John Armeni	2/17/2023	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Robert Atkinson	8/21/2018	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	Marty Ayres	8/16/2022	5301 Nottingham Drive, Suite 110, Nottingham, MD 21236
Vice President	Nicholas Barrick	12/15/2020	11830 West Market Place, Suite F, Fulton, MD 20759
Vice President	Kathy Berek	12/14/2021	11900 West Parmer Lane, Suite 105, Cedar Park, TX 78613
Vice President	Peter Bourne	8/21/2018	1352 Marrows Road, Ste. 100, Newark, DE 19711
Vice President	Deborah Boyd	12/13/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Kerrie Boyette	8/24/2023	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Mehmet Boz	6/19/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Michael W. Burcham	6/3/2014	1352 Marrows Road, Suite 100, Newark, DE 19711
Vice President	Eric Burgess	6/6/2017	3014 Southcross Boulevard, Rock Hill SC 29730
Vice President	Christopher Clements	8/20/2024	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Vice President	Brian Crowell	12/12/2023	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Shawn Davis	12/14/2021	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	Casey Dellar	8/24/2023	5001 Louise Drive, Suite 201, Mechanicsburg, PA 17055
Vice President	David DePratter	8/20/2024	101 North Pine Street, Suite 410, Spartanburg SC 29302
Vice President	James Deriu	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	David J. Eberspeaker	5/19/2015	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	James Fitz Morris	6/6/2017	9711 Southern Pine Boulevard, Suite A, Charlotte NC 28273
Vice President	Erick Fry	12/12/2017	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Adam Gardner	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Kyle Gass	11/29/2021	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Vice President	James M. Gellenthin	2/9/2015	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	Dawn Green	11/29/2021	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Vice President	Heidi Hammel	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Wes Hulsey	6/26/2020	106 Clair Drive, Piedmont, SC 29673
Vice President	Joel S. Keels	10/30/2007	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Dana Knight	2/6/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jeffrey Knueppel	8/16/2022	211 Welsh Pool Road, Suite 240, Exton, PA 19341
Vice President	Jim Lofft	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jaime Lopez	9/5/2023	5835 Blue Lagoon Drive, Suite 303, Miami, FL 33126
Vice President	Will Lyman	8/24/2023	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Robert Macoy	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jared Medlin	8/20/2024	3014 Southcross Boulevard, Rock Hill SC 29730
Vice President	Susan Miller	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Arch Noha	8/21/2018	5301 Nottingham Drive, Suite 110, Nottingham, MD 21236
Vice President	John O'Neill	6/18/2024	936 Ridgebrook Road, Sparks, MD 21152
Vice President	George Peck	11/29/2021	2806 W. Bitters Road, Suite 218, San Antonio, TX 78248
Vice President	George Perdikakis	5/26/2009	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Nadia Pimentel	8/20/2024	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Randell Prescott	12/10/2019	4041 Crescent Park Drive, Riverview, FL 33578
Vice President	Sonal Ram	1/15/2024	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Bruce Reed	12/13/2022	1425 W Cypress Creek Rd, Suite 101, Ft Lauderdale, FL 33309
Vice President	Adam Rickey	8/21/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President - Sector President	Jeanne Ruthloff	2/23/2021	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Randy Seaver	12/15/2020	2610 Rochester Road, Cranberry Township, PA 16066
Vice President	Andrew Smith	2/6/2018	936 Ridgebrook Road, Sparks, MD 21152

KCI Holdings, Inc. / KCI Technologies, Inc.
2024 Officers and Directors

Title	Employee Name	Date of Current Office	Business Address
Vice President	Adam Spiller	8/16/2022	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	Scott Stockburger	10/17/2016	5021 Lakawana Street, Suite 501, Dallas, TX 75247
Vice President	William Tuggle	12/12/2023	851 Trafalgar Court, Suite 320W, Maitland, FL 32751
Vice President	John Walsh	12/14/2021	9711 Southern Pine Boulevard, Suite A, Charlotte, NC 28273
Vice President	Mary C. Wiedorfer	12/17/2013	122 C Street, NW, Suite 500, Washington, DC 20001
Vice President	Steve Woerner	6/18/2024	11830 West Market Place, Suite F, Fulton, MD 20759
Director	Becky Padilla**	12/12/2023	1425 W Cypress Creek Rd, Suite 101, Ft Lauderdale, FL 33309
Director	Kenneth H. Trout**	3/2/1999	936 Ridgebrook Road, Sparks, MD 21152
Director	William Jews**	12/15/2009	936 Ridgebrook Road, Sparks, MD 21152
Director	Barnie Beasley**	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Director	Courtney Beamon**	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152

** Member of Board of Directors

Notes:
Term of office for Directors is one-year and are appointed or re-appointed and elected by Trustees at their Annual Stockholders Meeting every December.
Term of office for Officers is "perpetual" until change of status as determined by Board of Directors or when employment is terminated.

State of Incorporation: Delaware
FEIN #52-1604386
Date of Incorporation: 12/15/88

Revised 8/28/2024

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7275885

RECEIPT NO.
RENEWAL
7564045

EXPIRES
SEPTEMBER 30, 2025

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

BUSINESS NAME/LOCATION
KCI TECHNOLOGIES INC
5835 BLUE LAGOON DR STE 303

MIAMI, FL 33126-2061

OWNER
KCI TECHNOLOGIES INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

Employee(s) 9

CA4898

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/06/2024
PTBTC-24-002582

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

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 Heidi Hammel

Printed Name Heidi Hammel, GISP, PMP, ITIL

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 Heidi Hammel, PMP, GISPL (Name) the Vice President (Title/Position) of KCI Technologies, 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.

10/07/2024
Date

Heidi Hammel
Signature

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

(1) He/She/They is/are the Officer (Owner, Partner, Officer, Representative or Agent) of KCI Technologies, 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:

_____
Witness

_____
Witness

By: Heidi Hammel
Signature

Heidi Hammel, PMP, GISP, Vice President
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 KCI Technologies, Inc. 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.

Heidi Hammel, PMP, GISP

By: Heidi Hammel

Title: Vice President

Sworn and subscribed before me this

7th day of October, 20 24

Tobi R. Burton

Notary Public
State of Florida at Large

My commission expires: March 11, 2028

TOBI R. BURTON NOTARY PUBLIC MY COMMISSION EXPIRES 3-11-2028 STATE OF FLORIDA COMMISSION NUMBER HH 483666

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.

Heidi Hammel, PMP, GISP

By: Heidi Hammel

Title: Vice President

State of Florida County of Miami-Dade

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☒ online notarizations this 7th day of October, 2024.

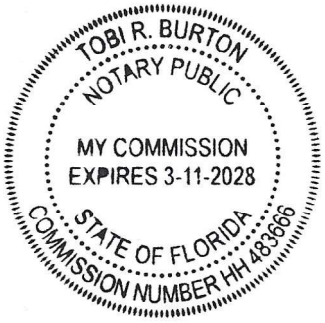
By Heidi Hammel, PMP, GISP

Personally known X OR produced identification _____

Tobi R Burton

Notary Public

My Commission Expires March 11, 2028



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: KCI Technologies, Inc.

Authorized Signature: Heidi Hammel

Print Name: Heidi Hammel, PMP, GISP

Title: Vice President

Date: 10/07/2024

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7275885

RECEIPT NO.
RENEWAL
7564045

EXPIRES
SEPTEMBER 30, 2025

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

BUSINESS NAME/LOCATION
KCI TECHNOLOGIES INC
5835 BLUE LAGOON DR STE 303

MIAMI, FL 33126-2061

OWNER
KCI TECHNOLOGIES INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

Employee(s) 9

CA4898

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/06/2024
PTBTC-24-002582

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

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.)

KCI Technologies, 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)

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.

936 Ridgebrook Road

6 City, state, and ZIP code

Sparks, MD 21152

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

5	2	-	1	6	0	4	3	8	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** [signature] **Date** 5/20/24

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2024

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: James Watson	
Lyons Insurance Agency Inc 501 Carr Road, Suite 301 Wilmington DE 19809	PHONE (A/C, No, Ext): 302-472-2909	FAX (A/C, No): 302-658-1253
	E-MAIL ADDRESS: lyons@lyonsinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B : Great American Insurance Co.	16691
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Zurich American Insurance Co	16535
INSURER E : Twin City Fire Insurance Company	29459
INSURER F : Evanston Insurance Company	35378

INSURED: KCITECH-01
KCI Technologies, Inc.
936 Ridgebrook Road
Sparks MD 21152

COVERAGES **CERTIFICATE NUMBER:** 1289132070 **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	Y	Y	522-24-13	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Contractual Liab.	$ 2,000,000
A	**AUTOMOBILE LIABILITY**	Y	Y	448-95-82	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X 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)	$
							Hired Physical Dam.	$
B	X **UMBRELLA LIAB** X OCCUR	Y	Y	TUU 0-20-29-25-13	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED [X] RETENTION $ 10,000							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	WC 012-01-6190	4/1/2024	4/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Contractor Equip. - Leased/rented	Y		CPP 4613089-13	1/1/2024	1/1/2025	Leased/Rented Equip	500,000
E	Crime - Third Party	Y		44 KB 0260907-23	1/1/2024	1/1/2025	Per Occurrence	1,000,000
F	Ocean Marine	Y		9CD6319-8	3/8/2024	3/8/2025	Protection/Indemnity	1,000,000

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

The Additional Insured(s) below referenced are included as Additional Insured under General & Automobile Liability, for ongoing and completed operations, where required by written contract. Waiver of Subrogation is granted under General, Automobile Liability & Workers' Compensation, where required by written contract & allowable by state law. This insurance is primary and non-contributory to any other insurance. Umbrella Liability is Following Form with the Underlying. If coverage is cancelled by the company, notice of cancellation will be provided at least 30 days in advance, subject to state-specific statutes. Auto Policy includes CA 99 48 (Pollution Liability - Broadened Coverage for covered autos - Business auto and motor carrier coverage forms) Workers Compensation Policy includes Employer's Liability Stop Gap Coverage Umbrella does not sit excess of the Marine Liability Policy. Workers Compensation Policy is endorsed to include Longshore and Harbor Workers' Compensation Act coverage

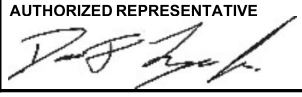
CERTIFICATE HOLDER

Evidence of Coverage
USA

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): 12/13/2023

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:	
Klein Agency, LLC P.O. Box 219 Timonium MD 21094	PHONE (A/C, No, Ext): (410) 832-7600	FAX (A/C, No): (410) 832-1849
	E-MAIL ADDRESS: certs@kleinagencyllc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KCI Technologies, Inc.
936 Ridgebrook Road
Sparks MD 21152

COVERAGES **CERTIFICATE NUMBER:** 23-24 **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 $							$
	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	$
A	Professional Liability			DPR5021170	12/15/2023	12/15/2024	Per Claim	$10,000,000
							Aggregate	$15,000,000

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

If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for Professional Liability Policy subject to all policy terms and conditions. 30 day notice of cancellation, 10 day for non-payment.

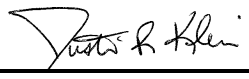
CERTIFICATE HOLDER

Evidence of Coverage

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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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 Heidi Hammel, PMP, GISPL (Name) the Vice President (Title/Position) of KCI Technologies, 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.

10/07/2024
Date

Heidi Hammel
Signature

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

(1) He/She/They is/are the Officer (Owner, Partner, Officer, Representative or Agent) of KCI Technologies, 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:

_____
Witness

By: Heidi Hammel
Signature

_____
Witness

Heidi Hammel, PMP, GISP, Vice President
Print Name and Title



CITY OF OPA-LOCKA

RFQ NO: 24-1007200 REQUEST FOR QUALIFICATIONS

ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN

October 4, 2024

BUREAU VERITAS | JEFF FOX
6021 UNIVERSITY BOULEVARD, SUITE 200 | ELLICOTT CITY, MD 21043
P 800.733.0660 | JEFF.FOX@BUREAUVERITAS.COM

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2. LETTER OF TRANSMITTAL

October 3, 2024

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

RE: RFQ NO: 24-1007200 ADA Compliance Assessment and Transition Plan

Dear Ms. Flores:

Bureau Veritas Technical Assessments, LLC (Bureau Veritas or BV) is pleased to provide the City of Opa-locka with the enclosed proposal in response to the RFQ for ADA Compliance Assessment and Transition Plan. Bureau Veritas understands the requirements of the RFP and is well qualified to perform the services.

Proven Experience | ADA Assessments and Transition Plans are one of the core services of Bureau Veritas. We have extensive experience providing ADA Assessments for City, County, and State Government entities, have assessed many hundreds of parks and recreation sites, and have developed an efficient process for assessing public rights-of-way. We are licensed in the State of North Carolina and are familiar with all ADA and State codes and regulations relevant to this project. Our teams have recently provided services similar in scope for the following clients:

- DeKalb County, GA
- DeKalb County School District, GA
- City of Roswell, GA
- Rockdale County, GA
- City of Lexington, NC
- City of Lumberton, NC
- New Hanover County, NC
- Arlington County, VA
- Baltimore City Parks & Rec, MD
- Maryland-National Capital Park and Planning Commission, MD
- City of Wilmington, DE
- Town of Acton, MA
- City of Revere, MA
- City of Burlington, VT
- Metro. Parks of the Toledo Area, OH
- City of Irving, TX

Highly Qualified Team | Bureau Veritas is an architecture and engineering firm focused solely on assessment and planning studies, with 700 professionals nationwide. We have 25 years of experience conducting ADA Assessments and developing Transition Plans and provide a national broad-based project team of Accessibility Assessors with backgrounds in Architecture, Civil Engineering, Landscape Architecture, and Construction. Our proposed Program Manager is a Certified ADA Coordinator with over 10 years of experience who has completed over 150 ADA projects around the country.

The following pages detail our history, similar project experience, our key personnel and team, and our approach to your unique project. Bureau Veritas is committed to working with the City of Opa-locka to provide the highest possible quality of service. We appreciate the opportunity to present our qualifications for this project and look forward to working with the City of Opa-locka. I am available at 800.733.0660 x 7296683 or eff.fox@bureauveritas.com to further discuss our qualifications.

Sincerely,

Jeffrey Fox
Senior Vice President

BUREAU VERITAS
6021 UNIVERSITY BOULEVARD, SUITE 200 | ELLICOTT CITY, MD 21043
P 800.733.0660 | BVNA.COM

3. GENERAL INFORMATION

Profile

Bureau Veritas Technical Assessments LLC ("Bureau Veritas" or "BV") is a professional services consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 800 building professionals nationwide, including Registered Architects, Professional Engineers, Certified Energy Managers, Project Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

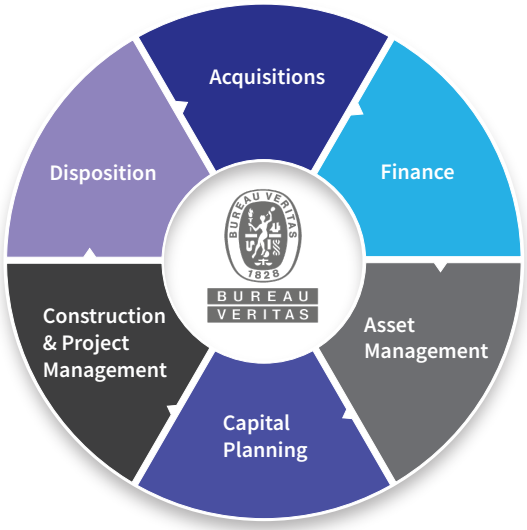
Annually, Bureau Veritas conducts thousands of assessments for Multifamily, Commercial, Industrial, Government, and Educational clients. Having successfully completed billions of square feet of building assessments, we have developed a proven and efficient methodology for the performance of field assessments and data collection.

Bureau Veritas' recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. Bureau Veritas' subject matter expertise and understanding of buildings, parks, and property sites forms the foundation on which we team with clients to create and implement facility and portfolio management solutions.

ASSET MANAGEMENT SERVICES

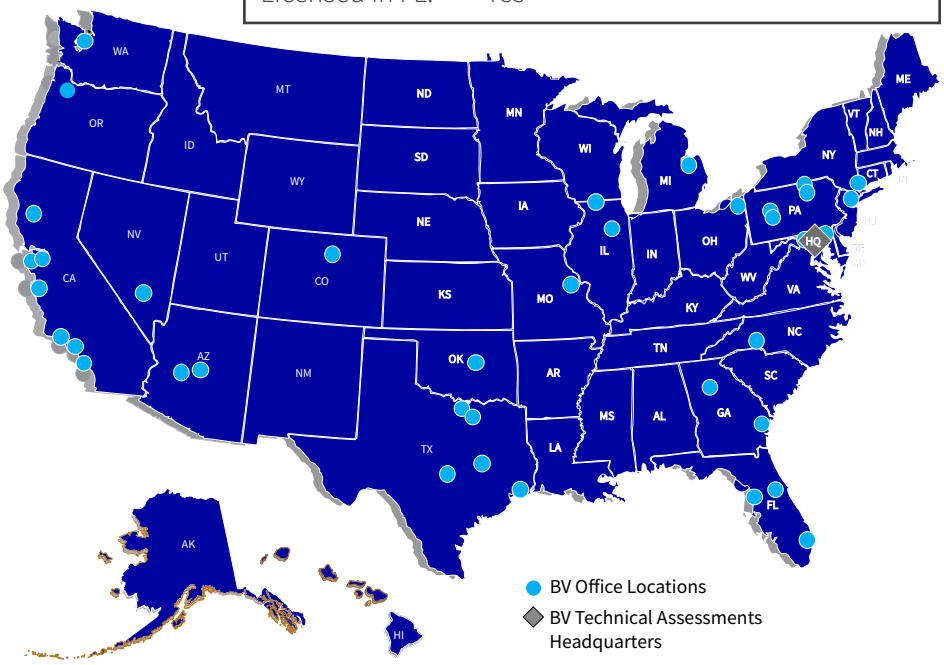
- Facility Condition Assessments
- Capital Planning Reports
- Accessibility Compliance
- Equipment and Asset Inventory
- Barcoding, QR Coding, and Tagging
- CMMS Consulting
- Preventive Maintenance Plans
- Space Analysis Studies
- Energy Audits and Modeling
- Commissioning (Cx and Rx)
- Construction Monitoring
- Project Management
- Plan and Document Review

What We Do



Company Information

Name of Business:	Bureau Veritas Technical Assessments LLC
Mailing Address:	6021 University Boulevard, Suite 200 Ellicott City, MD 21043
Telephone:	**(800) 733-0660**
Contact:	**Jeff Fox,** Senior Vice President
Email:	**Jeff.Fox@bureauveritas.com**
Business Hours:	8am-5pm
Type of Business:	National Limited Liability Company
Incorporation:	1986; Maryland
Project Office:	1601 Sawgrass Corp. Pkwy Ste 400 Sunrise, FL, 33323-2827
Parent Company:	Bureau Veritas North America
Licensed in FL:	Yes



State of Florida

Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Limited Liability Company, filed on January 10, 2020, for CLAMPETT INDUSTRIES LLC which changed its name to BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, a Maryland limited liability company authorized to transact business in Florida, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H20000010962, and this certificate issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is M06000006285.

Authentication Code: 020A00000846-011320-M06000006285-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirteenth day of January, 2020

Secretary of State

January 13, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BUREAU VERITAS TECHNICAL ASSESSMENTS LLC
222 SCHILLING CIRCLE
SUITE 275
HUNT VALLEY, MD 21031

Re: Document Number M06000006285

The Amendment to the Application of a Foreign Limited Liability Company for CLAMPETT INDUSTRIES LLC which changed its name to BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, a Maryland limited liability company authorized to transact business in Florida, was filed on January 10, 2020.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H20000010962.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Yasemin Y Sulker
Regulatory Specialist III
Division of Corporations Letter Number: 020A00000846

P.O BOX 6327 – Tallahassee, Florida 32314

4. PROJECT APPROACH

General Statement of Understanding

Bureau Veritas understands that it will provide consulting services to ensure the City of Opa-locka ("the City") complies with all aspects of the Americans with Disabilities Act (ADA), the Federal ADA Accessibility Guidelines (ADAAG), American Barriers Act (ABA), State Building Code, and local accessibility regulations with regards to its public buildings, facilities and parks, exterior amenities, and paths of travel. The work will ultimately culminate in the production of an ADA Transition Plan, which will include a schedule of improvements necessary to meet the ADA, the State, and local accessibility requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

EXPERIENCE WITH STANDARDS AND GUIDELINES

Bureau Veritas has extensive experience and expertise with ADA Accessibility Standards, Public Rights-of-Way Accessibility Guidelines, and State Building Codes, which are relevant to this project. Our assessors and management staff have project experience in multiple states and locales nationwide, and apply the 2010 ADA Standards for Accessible Design, the current ADA accessibility guidelines (ADAAG), and other state and local building codes as required by laws, statutes and ordinances. When prioritizing barrier removal, we will follow the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results.

Proposed Project Approach

The scope of the work, as defined by the City, includes:

- ADA Self Evaluation
  - Physical Assessment of Facilities and Sites
  - Accessibility Transition Plan
- Public Outreach Meetings (2)

Bureau Veritas will complete the following:

- Conduct comprehensive accessibility assessment and inventory of facilities identified on the Buildings/Site list.
- Ensure compliance with applicable standards, regulations, and codes for accessibility
- Perform site visits to observe, document, and photograph specific conditions and modifications of facilities and components subject to federal, state, and local access requirements.
- Create public outreach to ensure public input into the transition planning process, including public meetings and public survey.
- Create criteria to prioritize facilities and/or categories of work to support a phased approach to implementation of the ADA Transition Plan.
- Establish order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.
- Prepare interim and final presentations of findings and recommendations to the City.
- Deliver draft and final reports per protocol established by the City.
- Maintain the electronic database the City can use to track barrier removals as each is completed, which serves as a living Transition Plan.

APPROACH

Bureau Veritas will conduct a kick-off meeting with the City to define communication channels, define the scope of work, and to review the facility lists. Discussions will include recent and proposed capital improvements at each of the facilities. Bureau Veritas will note public use patterns and prioritization of the facilities.

Prior to the kick-off meeting, Bureau Veritas will provide a pre-assessment questionnaire for each site and other documentation. Documents requested, if readily available, are:

- Prior accessibility transition plans or self-evaluations
- Site plans / floor plans
- Identification of any/all historic structures
- Description of each facility's purpose
- As-built drawings (with dates of construction)
- Current reasonable accommodation policy

The initial discussions with City staff will include the following elements:

- Roles and lines of communication between and within both the City and Bureau Veritas.
- Protocols for interaction between all parties throughout the project: Contact information should include the office and cell numbers for a minimum of 2+ contacts with the appropriate City staff and Bureau Veritas.
- Field assessment logistics: Normally, Bureau Veritas does not require escorts to perform the field assessments, except where escorts may be required within restricted areas. Outline areas of City's highest priority for any assessment to be completed during any training phases, likely complexity of assessment data processing, efficient workflow each day of the assessment, and City requests.

Field schedules and facility management interviews will be conducted once the schedule is approved by the City. Once the field schedule is approved, Bureau Veritas will deploy trained accessibility assessors with backgrounds in Landscape Architecture, Architecture, Engineering, and Building Systems for facility assessments. All field resources assigned have been professionally trained in accessibility assessments and have performed numerous assessments.

Public Outreach

Community engagement is an essential part of creating a successful Transition Plan and Policy Procedure Guideline. BV with work with the City to seek input from Staff, the general public, and the accessible community. This input is critical for understanding how facilities are actually being used and how to increase usability. Early engagement increases community awareness, engagement after the draft Transition Plan increases buy-in from the community, especially those advocating for accessibility.

The community engagement results and the City's ADA Compliance Team's advice will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas has experience with public outreach, including public input to the transition plan. Public outreach must be conducted prior to development of the Transition Plan, in order to determine user priorities. Bureau Veritas will arrange for and conduct a public outreach meeting for the community at large. Bureau Veritas will reach out to local disability rights and service organizations for their valuable community input.

Bureau Veritas's goal is to assist the City in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide facility.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City's website. An example of survey results from public sessions is included below.

Facility and Parks Assessments

An experience accessibility field observer will visit each property to observe the general condition of the site, facility interior, facility exterior improvements, and review available documents in order to familiarize themselves with each site's specific accessibility issues. Bureau Veritas will conduct a walk-through visit of each facility in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers.

As a part of the assessment process, Bureau Veritas will meet with a City representative in order to gain a clear understanding of the overall features, property condition, and completion dates of additions and/or renovations, either on-site as part of the individual site assessment or

PUBLIC SURVEY RESULTS FOR CITY BUILDINGS

FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5
Public Restrooms	60%	0%	40%	0%	0%
Accessible Seating	20%	30%	20%	20%	0%
Accessible Routes	20%	30%	10%	20%	20%
Entrances / Doorways	0%	10%	20%	40%	30%
Parking Accommodations	0%	10%	10%	40%	40%

at the City's offices reviewing the entire inventory. Areas to be observed include all interior and exterior features of the property, including parking lots, amenities, sidewalk/pathways, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with City representatives and Bureau Veritas's vast experience gained on similar properties previously evaluated. The field observer may also question others who are knowledgeable of the property's physical condition and operation, or of similar systems to gain comparative information to use in evaluation of the property.

The field observer will review documents and information provided by the City that could aid Bureau Veritas's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, which are the current ADA accessibility guidelines (ADAAG), as well as any more stringent accessibility standards defined by the State and local accessibility codes.

The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera or an iPad with equivalent capability to evaluate existing elements to determine if barriers are present. The observer will identify and prioritize any existing improvements not in accordance with ADA, state, and local accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms; and
- Removal of remaining barriers

The field checklists will incorporate the applicable standards. An excerpt of the field checklist is included on the following page.

The Bureau Veritas team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the City. Bureau Veritas will identify existing non-compliant conditions, including but not limited to, the elements specified below (if applicable):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Work surfaces
- Entrances and exits
- Drinking fountains and water coolers
- Water closets
- Toilet stalls
- Urinals
- Lavatories and mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Storage
- Handrails, grab bars, and tub/shower seats

WHEELCHAIR STALLS	YES	NO	N/A	NOTES	Regulatory Section
Is there 48" min. from the door side of compartment to any wall or obstruction when approach to compartment is parallel approach to the latch side of the door? Measurement must be made perpendicular to compartment door when fully closed from outside of door to obstruction outside compartment.					
Does door have door pulls on both sides of door near the latch?					
Is centerline of water closet 17" min. to 18" maximum from side wall?					

- Controls and operating mechanisms
- Alarms (visual, audible)
- Detectable warnings
- Signage (Braille, visual)
- Telephones
- Switches and outlets
- Seating and tables
- Assembly areas
- Parking
- Sidewalks and walkways
- Playgrounds and play areas
- Pools/aquatic facilities
- Recreational assets

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the City, Bureau Veritas will discuss these solutions in advance with City staff. Bureau Veritas will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the City.

PRIORITY RANKING AND CLASSIFICATION

The analysis will include all barriers to be ranked by Priority Classes. The four classes below are DOJ recommended but can be altered to meet your specifications and needs:

Priority 1: Accessible Approach and Entrances – An entity providing accommodation to the public is required to take measures to provide access to a place of public accommodation from public sidewalks, parking, or public transportation. These measures include, for example, installing an entrance ramp, correcting tripping hazards or lessening the slope of a curb ramp. At least one route of travel to each amenity or feature should be safe and accessible for everyone, including people with disabilities.

Priority 2: Elements along the Accessible Route – Barriers which occur along the path of travel shall be removed, where such a barrier is easily accomplishable. Examples include moving items within reach range, widening doors, installing accessible door hardware, and removing high-pile carpeting.

Priority 3: Restroom Facilities – Barrier removal may include widening of toilet stalls, installation of grab bars. replacement of sinks and drinking fountains.

Priority 4: Access to All Other Features and Amenities – Measures are required to provide access to other areas. This priority is for items not required for basic access in the other three higher priorities.

Transition Plan

The field assessment data and costs will be brought together in one document to form the Transition Plan. Once the assessments of the buildings, facilities, and parks are complete, data will be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

Solutions will be discussed with City staff and presented to stakeholders, as needed. Once all facility assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations.

The Transition Plan process comprises the following components:

- Identification of physical barriers in facilities under the City's jurisdiction.
- Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier or discriminatory practice.
- Assignment of priority level to the barrier removal.
- Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.

Within the Transition Plan, Bureau Veritas notes work that shall remove physical barriers in existing facilities, and communication barriers structural in nature, where such removal is able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the City to achieve accessibility compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

Results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas will meet with the ADA Compliance Team to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation to the community. The ADA requires that

a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City's website. Following the public meeting, Bureau Veritas will meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the City. Regular maintenance or rehabilitation projects and that accessibility projects are blended into other scheduled work, when possible.

Following the review and inclusion of public comments in the Transition Plan, Bureau Veritas will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. Bureau Veritas will present the Final Transition Plan to the City at a scheduled meeting. Along with the Transition Plan and a summary, Bureau Veritas will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the City.

Deliverables

The deliverables are:

- Facility and Park ADA Assessments - individual facility and Park reports
- Public Outreach Meetings (2) and Public Survey
- Transition Plan

The facility assessment reports are provided in electronic format and are typically represented in three formats:

- Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of exterior barriers.
- Excel® spreadsheet with code references, existing conditions, barrier resolution, and cost data.
- Cloud-based database ADA AssetCALC™.

Bureau Veritas will provide an ADA report for each facility assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable ADAAG/ state/local code reference, viable corrective action, priority, and order of magnitude (pre-planning level) cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by individual facility. Each report will include an executive summary, including a summary cost table identifying the estimated cost to correct each facility.

Bureau Veritas will use our web-based database, ADA AssetCALC™ for the facility assessments and for components of the Transition Plan. ADA AssetCALC™ will provide the City with the ability to generate cost tables for all facilities or for each individual facility. Similar types of barriers can be queried within the ADA AssetCALC™ database across all facilities, with the resulting ability to improve purchasing and contracting power. Barriers can be ranked by priority for removal. Photos will be uploaded to ADA AssetCALC™ to be viewed as a photo log or individually, when reviewing a specific barrier. Bureau Veritas will provide a Transition Plan, presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format. Bureau Veritas will provide an electronic draft of the reports for review, including text, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all the City's comments have been addressed.

Data Management Solution - ADA AssetCALC™ Software

Bureau Veritas is providing access, at no additional charge, to ADA AssetCALC™ for a period of one year. This platform streamlines the Capital Planning and ADA Transition Planning process by compiling funding requirements for barriers and creating budget models based on project priority, life cycle maintenance, and repair requirements.

The City is not required to utilize this software as we will provide hardcopy reports and we can export the data to Excel and Word formats. We have included ADA AssetCALC™ licenses for one (1) year with unlimited users. If the City wishes to use the software after the initial year, the annual license fee will be $3,500.

ADA AssetCALC™ is a web-based SQL database platform that enables users to query, edit, and analyze their facility accessibility and condition data to plan immediate and short-term barrier repairs, and budget capital expenditures throughout the lifecycle of a single building or an entire portfolio. The system unites Bureau Veritas' experienced field data collection methods with advanced planning and reporting tools, construction cost library, location mapping features, digital photo management, and document storage. ADA AssetCALC™ will provide the City with the ability to list, prioritize, query, and track deficiencies recorded through the Self-Assessment Process. It is easy to use, and populated with accessibility requirements pertinent to the City. Bureau Veritas recognizes that budgets change and the Transition Plan must be able to account for unplanned occurrences. ADA AssetCALC™ provides a process to complete work on

those barriers that have been corrected over time. Reports can be queried instantaneously to reflect the barriers corrected. ADA AssetCALC™ provides the ability to track progress over time.

Prior to populating the database, Bureau Veritas will work with the City to establish required attributes and data points associated with each asset. This will include a discussion of the relative priority of the asset requiring barrier removal. This will include all of the City's physical assets and will be grouped in a hierarchy based on site location, asset group, and function.

Bureau Veritas will utilize ADA AssetCALC™ to track physical accessibility needs associated with the Implementation/ Transition Plan. The database contains a capital planning and transition planning module in which accessibility construction projects may be established, including barrier removal priorities. It will provide the City with a consolidated database of capital projects related to barrier removal. Capabilities of ADA AssetCALC™ include, but are not limited to:

- Microsoft.net web-enabled software
- Customizable fields, groupings, and reporting
- Reports, charts and graphs to forecast capital needs for individual buildings and construction projects
- Progress reports and tracking of the corrective measure progress
- Capital budget planning tools to assign and track progress over fiscal years
- Corrective action work completed/progress complete
- Access to the observed site conditions of barriers with photographs and GPS positions of exterior barriers
- Updateable cost library makes budgets more accurate over time
- Customizable priority framework and search tools to help decision makers
- Export tools to take data to other applications, including Microsoft Excel
- Repository for storing and searching documents related to buildings and component
- ADA compliance library to plan and track accessibility improvements
- Administrative tools for managing user access

ADA AssetCALC™' reporting can include GPS coordinates for locations of each exterior barrier on a satellite map. Bureau Veritas, in conjunction with Google Earth imaging, provides the most recent satellite mapping. Each exterior barrier is indicated by its own GPS marker.

Additional screenshots and a live demonstration are available upon request.

Observation Input / Barrier Detail Screen

Bayview Park > Accessibility Observations

Save Cancel

Assembly:	Baseball/Softball Field
Type:	Bleacher Seating
ADAAG#:	221; 802.2; 802.3
Detail:	The required number of wheelchair spaces is not provided at the bleacher seating for the ballfield.
Area:	Baseball/ Softball Fields
Location:	Baseball/Softball Field
Observed:	5/26/2011 by BAHamrick (use MM/DD/YYYY for the date)
Resolution:	Provide wheelchair spaces at the bleacher seating to comply with Table 221.2.1.1. Provide at least one wheelchair space per side. Wheelchair spaces shall not have slopes steeper than 1:48. A single wheelchair space shall be 36" wide minimum. Where two or more wheelchair spaces are provided, each wheelchair space shall be 33" wide minimum. Where a wheelchair space can be entered from the front or rear, the wheelchair space shall be 48" deep minimum. Where a wheelchair space can be entered only from the side, the wheelchair space shall be 60" deep minimum. Each wheelchair space shall adjoin an accessible route. Accessible routes shall not overlap
Site Conditions:	Two sets of bleachers are provided at the playing field; however wheelchair spaces are not provided.
Quantity:	40 SF
Unit Cost: Total:	$ 4.37
Priority:	- 4 -

Photos:



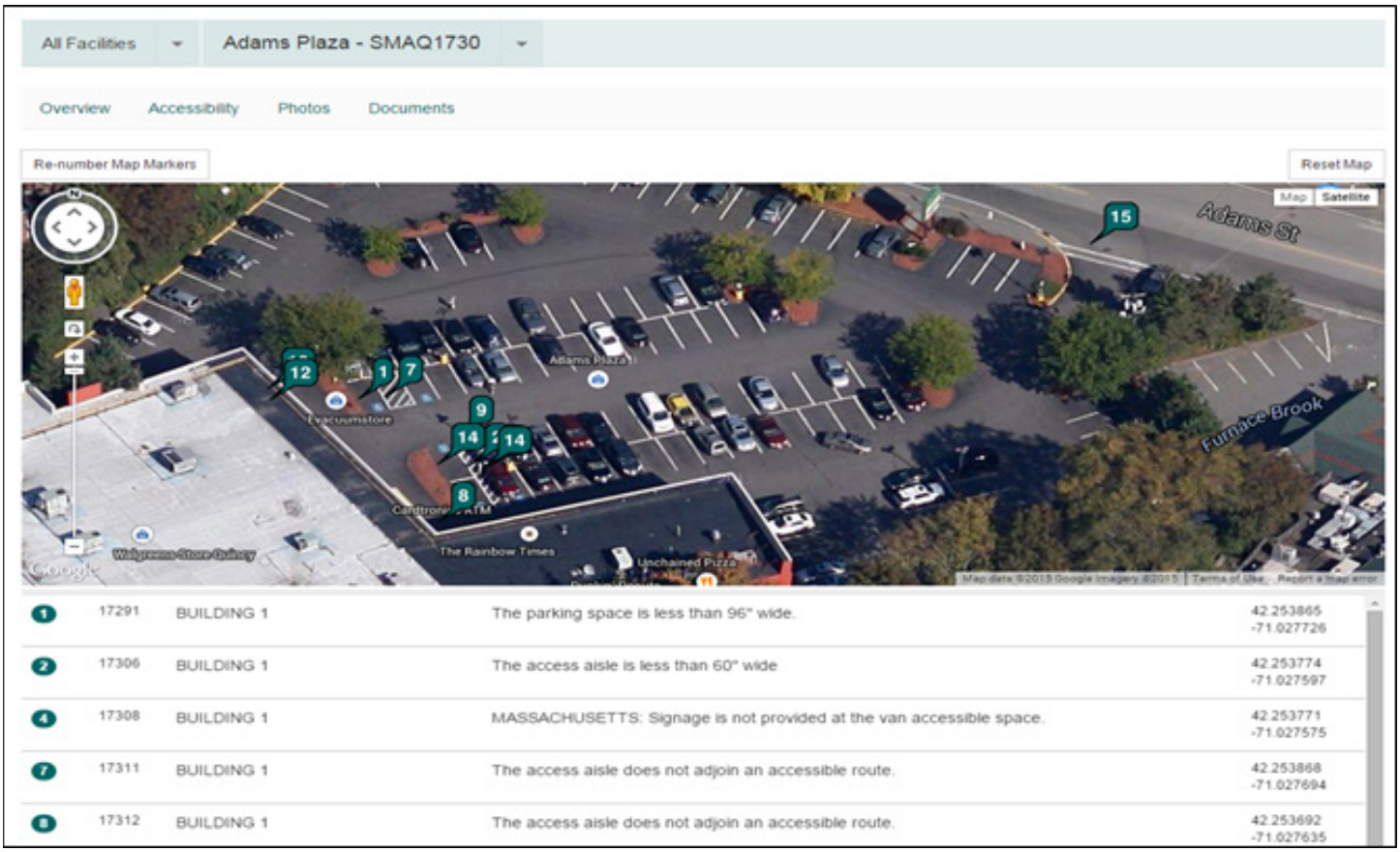
View full size
Delete
Make Default Photo



View full size
Delete
Make Default Photo

Browse... Browse...
Browse... Browse...

Interactive GPS map with numbered icons



1	17291	BUILDING 1	The parking space is less than 96" wide.	42.253865 -71.027726
2	17306	BUILDING 1	The access aisle is less than 60" wide	42.253774 -71.027597
4	17308	BUILDING 1	MASSACHUSETTS: Signage is not provided at the van accessible space.	42.253771 -71.027575
7	17311	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253868 -71.027694
8	17312	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253692 -71.027635

Work Completed/Verified Report

Marian Road - Sitework - General (Marian Rd.)

Obs#	Observation	Location	UFAS Ref#	Qty	Unit	Unit Cost	Total	Reported Complete	Verified	Verification Comments
3-8	ADA - Parking stalls and access aisles require re-leveling to meet UFAS guideline	Front of building	4.7.5; 4.6	1	ea	$3,998	$3,998	☐	☐	
9-10	ADA-Install new curb cut (concrete sidewalk)	Front of building	4.7.5	1	ea	$1,561	$1,561	☐	☐	
1	ADA-Submit waiver to HUD for variance			1	ls	$0	$0	☐	☐	
2	ADA-Submit waiver to HUD for variance	The concrete sidewalk is on the East front side of the property and runs straight up the hill to the exterior parking of the building.	4.3.8; 4.5.2; 4.3.2(1).	1	ls	$0	$0	☐	☐	
12	Replace damaged concrete	The sidewalk is located off of the third floor solarium in the outside sitting area.	4.5.2	8	lf	$496	$3,968	☐	☐	
						Sitework Percent Reported Complete/Verified:		0.00 %	0.00 %	
						Sitework Total:	$9,527			
						Marian Road Percent Reported Complete/Verified:		0.00 %	0.00 %	
						Marian Road Grand Total:	$9,527			

The ADA AssetCALC™ cost estimating database is based on industry cost benchmarks and further customized with proprietary cost tables developed by Bureau Veritas, based on historical and localized actual costs. Bureau Veritas maintains and updates the cost estimating system with information received from the field. Through ADA project management and construction monitoring work, Bureau Veritas has current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows Bureau Veritas to calculate costs based on local conditions to maintain a cost database that is up-to-date.

Typically, barrier removal planning level cost estimates are based upon the removal of the specific element, for example, a parking stall or curb ramp. In some site-specific instances, barrier removal may affect an area beyond the specific location of the barrier. Grading plans based on field surveys using land surveyor instrumentation, or architectural plans requiring wall relocation could result in significantly different material quantities and subsequent higher project costs. The database contains standardized order of magnitude cost estimates for barrier removal for use in prioritizing the work in the Transition Plan. At the implementation stage, it is anticipated a detailed specification will be prepared and bids will be generated to establish planning level costs. ADA AssetCALC™ cost estimates are pre-planning level, order of magnitude barrier removal cost estimates. Cost tables, similar to the ones detailed in the table below, will be provided for each facility/site.

ADA AssetCALC Summary Cost Table

Barrier ID	Type	Barrier Priority	Detail	GPS Lat/ Long	Location Desc	Ref. #	Quantity	Cost	Unit	Total
59893	Building Entrance-Doors	1	The maneuvering clearance at the entry door is not compliant	34.603538 -118.153558	Main building entrance		1	1750	EA	1,750
59867	Bathrooms/ Bathing Rooms/ Shower Rooms-Sinage	3	The women's restroom does not have compliant signage at the door		Women's public restroom		1	110	EA	$ 110

5. EXPERIENCE AND QUALIFICATIONS

BV has proven relevant experience with the codes and regulations applicable to Opa-locka City project. Our history of successful performance demonstrates a competency in the following code/regulatory areas:

- 2010 ADA Standards for Accessible Design
- ADAAG / ABA / UFAS
- 2009 ICC/ANSI A117.1
- Local Building Codes
- ADA/504 Compliance
- Fair Housing
- HUD Housing Quality Standards
- BOCA (Certified Inspectors on staff)
- NFPA
- AHERA
- USEPA Standards
- OSHA Codes and Regulations
- ASHRAE Standards related to Indoor Air Quality and Design

he table below and on the next page highlights a selection of ADA and accessibility compliance projects that BV has completed—or is currently in the process of completing— over the last several years for municipal, county, and state governments; educational institutions; and private clients. Reference projects are highlighted.

CLIENT	STATE	SERVICES	YEAR
City of Roswell	GA	ADA Assessment, FCA	Ongoing
City of Wilmington	DE	ADA Assessment & Transition Plan	Ongoing
Diocese of Arlington – High Schools	VA	ADA Assessment, FCA, Inventory, PM Plan	Ongoing
Montgomery County	MD	ADA Assessment, Inventory	Ongoing
DeKalb County School District	GA	ADA Assessment & Transition Plan	2023
City of Lumberton	NC	ADA Assessment & Transition Plan	2022
DeKalb County	GA	ADA Assessment & Transition Plan	2021
George Washington University	DC	ADA Assessment & Transition Plan	2021
City of Burlington	VT	Sidewalk Condition Assessment (ADA)	2021
City of Irving	TX	ADA Assessment of PROW	2021
Arlington County	VA	Sidewalk Condition Assessment (ADA)	2021
City of Lexington	NC	ADA Assessment & Transition Plan	2020
Friends Hospital (Philadelphia)	PA	ADA Design Consulting	2020
City of Corona Parks & Recreation	CA	ADA Self-Evaluation, FCA, Inventory	2020
Atlanta Housing Authority	GA	ADA Assessment	2019
Roanoke Redevelopment & Housing Authority	VA	ADA Transition Plan, PNA, Energy Audit	2019
Orlando Housing Authority	FL	504/UFAS Certification	2019
City of Revere	MA	ADA Assessment & Transition Plan	2019
Humana – Hospitals	IL	ADA Assessment	2019
St. Louis Cardinals – Busch Stadium	MO	ADA Assessment	2019
New Hanover County	NC	ADA Assessment, FCA	2018
Town of Acton	MA	ADA Assessment & Transition Plan	2018
Islip Housing Authority	NY	ADA Assessment	2018
Montgomery County Public Schools	MD	ADA Assessment	2018
City of Rockville	MD	ADA Training	2018
National Science Foundation	VA	ADA Assessment	2018
Rockdale County	GA	ADA Assessment & Transition Plan	2017
Metropolitan Parks of the Toledo Area	OH	ADA Assessment, FCA	2017
Birmingham Housing Authority	AL	ADA & 504 Accessibility	2016
Georgia Gwinett College	GA	ADA Assessment & Transition Plan	2014

Proposed Staff

Bureau Veritas' Team includes Accessibility Engineers, Registered Landscape Architects, and other Accessibility Professionals with an average of over 27 years of relevant experience. These life cycle subject matter experts coordinate logistics, conduct comprehensive site assessments, analyze collected data, provide asset management strategies, create capital planning studies, and develop facility condition reports. Bureau Veritas also has an internal information technology group that migrates the field data and findings into CMMS platforms and other client database applications.

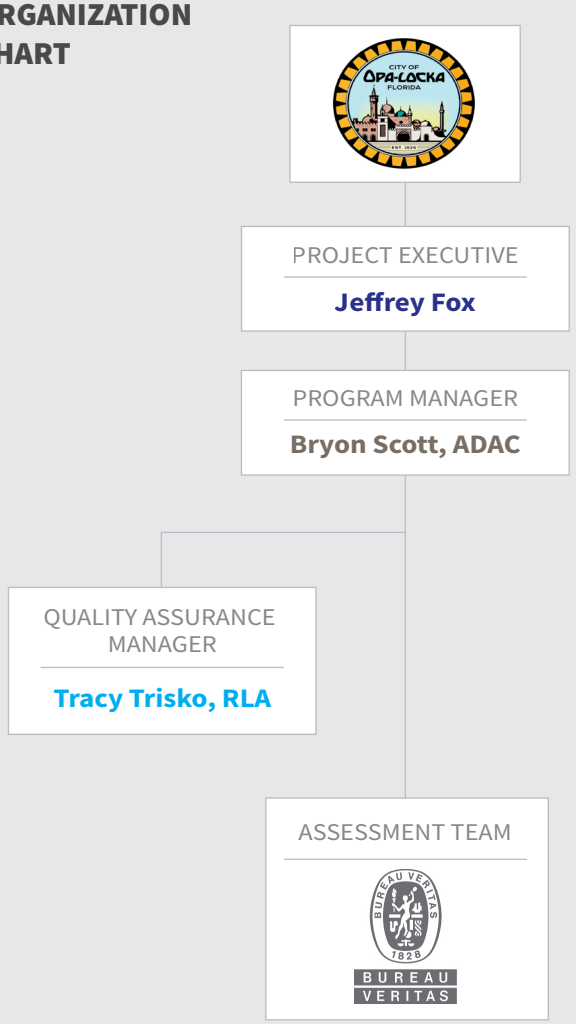
Jeff Fox | Project Executive
Mr. Fox will oversee all contractual aspects of the project and be available to meet with the Client for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with Bureau Veritas' Program Manager and Assessment Team to assure that the Client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

Bryon Scott, ADAC | Program Manager
Mr. Scott will be the primary point of contact for the Client throughout the duration of the project. He will work with the Assessment Team and the Client to assure project success. Bryon will be responsible for the assessment team's overall performance, delivery of the project, and will work with Client staff to develop the implementation plan based on the results.

Tracy Trisko, RLA | Quality Assurance Manager
Ms. Trisko will oversee the project, assuring technical, process, and content quality. He will have direct management responsibility for all technical personnel, which will allow for quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project.

Assessment Team
The Assessment Team is comprised of professional engineers having direct experience in conducting ADA Assessments. They will observe and describe building systems and components, identify physical deficiencies, and formulate recommendations to remedy the deficiencies.

PROJECT ORGANIZATION CHART



JEFF FOX

PROJECT EXECUTIVE

Mr. Fox is a Senior Vice President at Bureau Veritas. He has managed comprehensive architectural and engineering due diligence services for Higher Ed, K-12, government and private sector clients. As Project Executive, Mr. Fox is responsible for overseeing all contractual aspects of the project and will be available to meet with the client for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BV's Program Manager and Assessment Team to assure that the client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

PROJECT EXPERIENCE:

Rockdale County, GA
ADA Assessment & Transition Plan

Dekalb County, GA
Facility Condition & ADA Assessment

Dekalb School District, GA
ADA Assessment

City of Roswell, GA
ADA Assessment & Transition Plan

City of Lexington, NC
ADA Assessment & Transition Plan

City of Lumberton, NC
ADA Assessment & Transition Plan

New Hanover County, NC
ADA Assessment & Transition Plan

Arlington County, VA
Facility Condition & ADA Assessment

Montgomery County, MD
ADA Assessments

Montgomery Parks, M-NCPPC, MD
ADA Assessment

Boston Public Schools, MA
Facility Condition & ADA Assessment, Energy Audit

City of Orange, FL
Facility Condition Assessment

Sumter County, FL
Facility Condition Assessment

YEARS OF EXPERIENCE: 30+





Education
Coursework, Mechanical Engineering, University of Maryland Baltimore County

BRYON SCOTT, ADAC

PROGRAM MANAGER

Mr. Scott is a Lead Project Manager with BV. He has 21 years of Construction Management experience and is a Certified ADA Coordinator, and uses this knowledge to identify ADA barriers, minimize litigation risk, improve customer accessibility, and enhance customer satisfaction. Mr. Scott is a regular speaker at ADA Coordinator's meeting on Title II and Title III subjects. As Program Manager, Mr. Scott is responsible for the schedule and technical content of BV's work.

PROJECT EXPERIENCE:

YEARS OF EXPERIENCE: 21

Orlando Housing Authority, FL
UFAS/Section 504/ADA Audit

City of Irving, TX
ADA Assessment & Transition Plan

DeKalb County, GA
ADA Assessment & Transition Plan

City of Roswell, GA
ADA Assessment & Transition Plan

Rockdale County, GA
ADA Assessment & Transition Plan

City of Lexington, NC
ADA Assessment & Transition Plan

City of Lumberton, NC
ADA Assessment & Transition Plan

University of North Carolina, Chapel Hill, NC
ADA Assessment & Transition Plan

Arlington County, VA
ADA Sidewalk Assessment

City of Wilmington, DE
ADA Assessment & Transition Plan

Calvert County, MD
ADA Assessment & Transition Plan

Town of Acton, MA
ADA Assessment and Transition Plan

City of Revere, MA
ADA Assessment and Transition Plan

City of Burlington, VT
ADA Sidewalk Assessment

City of Aspen, CO
ADA Assessment & Transition Plan





Education
Bachelor of Science, Business Administration, University of Maryland

License & Certification
ADA Coordinator and Trainer
ADA Coordinator Training Certification Program, University of Missouri

TRACY TRISKO, RLA

QUALITY ASSURANCE MANAGER

Ms. Trisko is a Senior Project Manager and the Accessibility Technical Lead at BV. She has over 30 years of experience in the residential, K-12 education, higher education, government, and healthcare industries. She is responsible for successful accessibility assessment and Transition Plan results, and is the accessibility technical expert throughout the project.

PROJECT EXPERIENCE:

Orlando Housing Authority, FL
504/UFAS Assessment

City of Irving, TX
ADA Assessment & Transition Plan

Dekalb County, GA
ADA Assessment & Transition Plan

Rockdale County, GA
ADA Assessment & Transition Plan

City of Lumberton, NC
ADA Assessment & Transition Plan

Arlington County, VA
ADA Sidewalk Assessment

City of Wilmington, DE
ADA Assessment & Transition Plan

George Washington University, DC
ADA Assessment & Transition Plan

City of Rockville, MD
ADA Assessment & Transition Plan

University of Marylad, College Park, MD
ADA Assessment & Transition Plan

Montgomery County Public Schools, MD
ADA Assessment & Transition Plan

Prince George's Housing Authority, MD
504/UFAS Assessment

City of Revere, MA
ADA Assessment & Transition Plan

Town of Brookhaven, MA
ADA Assessment & Transition Plan

Boston Public Schools, MA
ADA Assessment & Transition Plan

YEARS OF EXPERIENCE: 30+





Education
MBA, Southern Illinois University
Bachelor of Arts, Environmental Design/ Landscape Architecture, University of CA

Registration / Certification
Registered Landscape Architect (RLA)

ANTHONY WORTHY
ASSESSMENT TEAM

PROJECT EXPERIENCE:

DeKalb County, GA
ADA Assessment and Transition Plan

City of Lexington, NC
ADA Assessment and Transition Plan

City of Lumberton, NC
ADA Assessment and Transition Plan

Raleigh Housing Authority, NC
ADA Assessment and Transition Plan

Mecklenburg County, NC
Facility Condition Assessment

City of Irving, TX
ADA Assessment

Town of Acton, MA
ADA Assessment

Gavilan College, CA
ADA Assessment

YEARS OF EXPERIENCE: 27



Education
AA, Business Administration, Communication, Long Island University

RICK GREENLEE
ASSESSMENT TEAM

PROJECT EXPERIENCE:

DeKalb County, GA
ADA Assessment and Transition Plan

DeKalb County School District, GA
ADA Assessment and Transition Plan

City of Lexington, NC
ADA Assessment and Transition Plan

New Hanover County, NC
ADA Assessment, FCA

Montgomery County Public Schools, MD
ADA Assessment

Calvert County, MD
ADA Assessment and Transition Plan

George Washington University, DC
ADA Assessment and Transition Plan

Town of Acton, MA
ADA Assessment and Transition Plan

YEARS OF EXPERIENCE: 30+



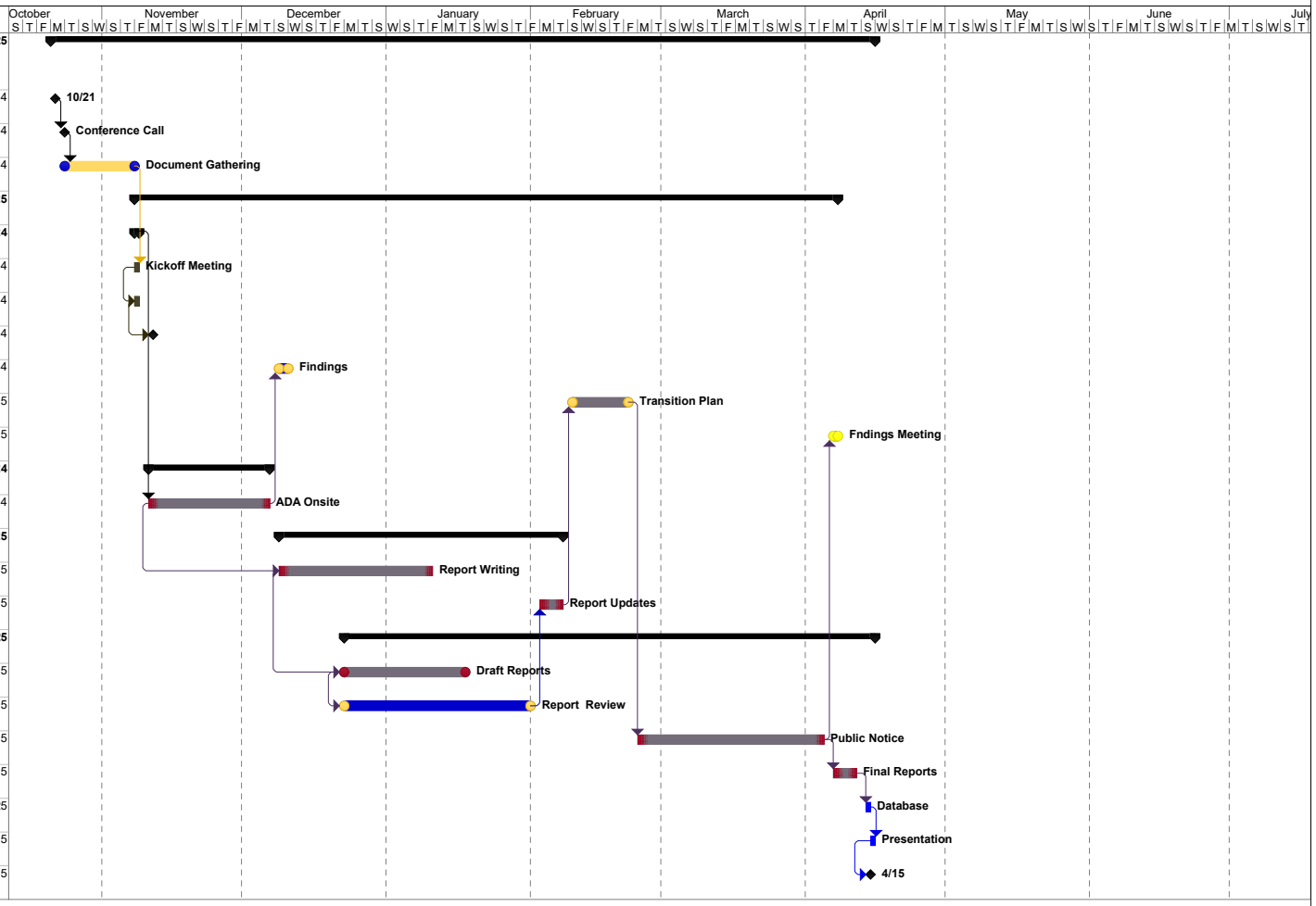
Education
AAS, Architectural Design & Drafting, Ferris State University

6. SCHEDULE

Bureau Veritas has the ability and resources to complete the ADA assessments in a timely manner. The following details our proposed timeline to complete the project. This schedule is open to negotiations between the client and BV.

City of Opa-Locka ADA Evaluation and Transition Plan

ID	Task Name	Duration	Start	Finish
1	**City of Opa-Locka ADA Evaluation and Transition Plan**	**127 days**	**Mon 10/21/24**	**Tue 4/15/25**
2	Notice to Proceed	1 day	Mon 10/21/24	Mon 10/21/24
3	**Conference Call**	1 day	Wed 10/23/24	Wed 10/23/24
4	Logistics & Document Gathering	11 days	Thu 10/24/24	Thu 11/7/24
5	**Meetings**	**107 days**	**Fri 11/8/24**	**Mon 4/7/25**
6	**Kickoff Meeting**	**1 day**	**Fri 11/8/24**	**Fri 11/8/24**
7	Team Introductions	1 day	Fri 11/8/24	Fri 11/8/24
8	Scheduling & Logistics	1 day	Fri 11/8/24	Fri 11/8/24
9	**Staff Interviews**	2 days	Fri 11/8/24	Mon 11/11/24
10	**Progress and Findings**	2 days	Mon 12/9/24	Tue 12/10/24
11	Transition Plan	10 days	Mon 2/10/25	Fri 2/21/25
12	Final Findings & Review	1 day	Mon 4/7/25	Mon 4/7/25
13	**On-Site Assessments**	**20 days**	**Mon 11/11/24**	**Fri 12/6/24**
14	ADA Assessment Teams	20 days	Mon 11/11/24	Fri 12/6/24
15	**Reporting**	**45 days**	**Mon 12/9/24**	**Fri 2/7/25**
16	Report Writing	25 days	Mon 12/9/24	Fri 1/10/25
17	Report Updates	5 days	Mon 2/3/25	Fri 2/7/25
18	**Deliverables**	**82 days**	**Mon 12/23/24**	**Tue 4/15/25**
19	Draft Submittals	20 days	Mon 12/23/24	Fri 1/17/25
20	Draft Review and Comment	30 days	Mon 12/23/24	Fri 1/31/25
21	**Transition Plan Posted**	30 days	Mon 2/24/25	Fri 4/4/25
22	**Final Reports**	5 days	Mon 4/7/25	Fri 4/11/25
23	Database	1 day	Mon 4/14/25	Mon 4/14/25
24	Presentations	1 day	Tue 4/15/25	Tue 4/15/25
25	**Project Completion**	0 days	Tue 4/15/25	Tue 4/15/25



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7. PRICING OF SERVICES

The following fees include all costs associated with travel, lodging, car rental, food, tools, equipment, and all other miscellaneous expenses applicable to the work related to this project.

SERVICES	FEE (Fixed Price)
ADA Compliance Assessment and Transition Plan	$68,741.38

HOURLY RATES

Team Role	Hourly Rate ($)
Project Executive	$190.00
Program Manager	$140.00
Project Manager I (PE/RA)	$120.00
Project Manager II (PE/RA)	$130.00
Quality Control Manager	$135.00
Technical Report Reviewer	$115.00
Administrative	$80.00

BV will submit a monthly invoice inclusive of all services performed during that period. The per site fee will be established per the schedule of values provided at the program kick-off, and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Completion of onsite assessments: *50% of per site fee*
Delivery of Draft Reports: *45% of per site fee*
Delivery of Final Reports: *5% of per site fee*

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact BV-invoicing@BVNA.com to pay via credit card or to receive wiring instructions. Please ensure that BV Proposal #171064.24P or invoice number is clearly identified on all payments and correspondence for proper credit.

Please submit all draft comments to BV within 60 days of draft delivery. Unless otherwise communicated, BV will consider all drafts approved for finalization after 60 days, and the remaining balance due will be invoiced.



PROJECT PROFILE

CITY OF ROSWELL

ADA ASSESSMENT, FACILITY CONDITION ASSESSMENT

Bureau Veritas Technical Assessments LLC (BV) was contracted to perform facility condition assessments and ADA evaluations for more than 90 facilities, and 10 parks.

Each building system was assessed for condition, remaining life cycle, cost to replace, and evaluation of repair versus replace options. The ADA Evaluation resulted in a prioritized barrier removal and transition plan.

BV populated all observations into our AssetCalc Platform which allows the City the run capital planning reports on their entire portfolio of facilities or on each building individually.

BV organized the assessment schedule and coordinated with building groups to perform assessments efficiently without disrupting facility activities including complete visual inspections of facility components (exterior systems, interior finishes, fire/life systems, accessibility issues, MEP systems). BV described facility deficiencies, provided corrective actions for each deficiency, and established prioritization standards to characterize deficiencies.

BV's final database included square footage delineations, immediate/ short-term repairs and 10-year capital estimates, and digital full color photographs of each property. The database provides a property description and improvements and comments on observed conditions.

LOCATION

Roswell, GA

SERVICE

ADA Assessment
Facility Condition Assessment

SIZE

90 Buildings
40 miles of green space
10 Parks

FACILITY TYPE

Administrative Buildings
Fire Stations
Law Enforcement Facilities
Parks
Recreation Buildings
Historic Buildings

REFERENCE

Nick Paserchia, CSFM
Project Coordinator
City of Roswell
Roswell City Hall
38 Hill Street, Suite 130
Roswell, GA 30075
Cell: 770-366-4923
Office: 770-594-6170
npaserchia@roswellgov.com



BUREAU VERITAS

PROJECT PROFILE

CITY OF LEXINGTON

ADA ASSESSMENT & TRANSITION PLAN

Bureau Veritas (BV) provided an ADA assessment of all City-owned facilities and properties including parks, police station, fire stations, utility service buildings, city operations buildings, and public rights-of-way (PROW). The goal of the self-assessment was to identify and define barriers to accessibility. The assessment was completed to the requirements outlined in the 2010 Standards for Accessible Design, and identified barriers related to mobility, ambulatory, visual, and hearing.

The BV team developed a methodology for collecting all facility data addressing concerns of non-compliance, condition and future facility and operational needs. BV utilized a third-party tool to gather critical public right of way data that included 24 miles of sidewalk. The PROW data was presented to the City in GIS with Shapefile format.

The identified barriers to accessibility were accumulated and were used to create a Transition Plan for the City to use to remediate the barriers to bring the City into compliance with Federal ADA regulations.

Each facility report included a database of findings with a detailed description of each deficiency. The report was organized to include a narrative description of the deficiency, applicable guidance, viable corrective action, location description, and a color digital photo of the recorded deficiency. BV populated all the data into AssetCALC™, a web-based system with features including the ability to rank and prioritize deficiencies, create reports by asset priority, assign data to corrective action and view progress of completed work at any given time.

LOCATION

Lexington, NC

SERVICE

ADA Assessment
ADA Transition Plan

SIZE

281,183 SF
18 Parks
27 Facilities

FACILITY TYPE

Parks
Recreation Facilities
City Hall
Fire & Police Stations
Public Utility Buildings
Administration Buildings
Public Rights-of-Way

REFERENCE

Rebekah Gainey
City of Lexington
711 South Talbert Boulevard
Lexington, NC 27292
336-248-3955
ADACoordinator@lexingtonnc.gov



BUREAU VERITAS

PROJECT PROFILE

CITY OF WILMINGTON

ADA ASSESSMENT AND TRANSITION PLAN

Bureau Veritas (BV) provided an ADA assessment of City-owned and -maintained facilities including fire stations, police stations, vehicle maintenance facilities, parks, playgrounds, community centers, recreation facilities, a horticulture center, zoo, water and wastewater treatment/pumping/storage facilities, reservoirs, and government buildings, as well as public rights-of-way, sidewalks, and ramps. The goal was to define ADA deficiencies and develop a transition plan to bring the City into compliance with Federal ADA regulations.

A BV team developed a methodology for collecting facility data addressing such concerns as non-compliance, condition, and future facility management and operational needs. The team compiled a comprehensive inventory of City buildings, noting such attributes as description, size, condition, code, and ADA compliance.

BV provided a report detailing the findings at each facility, database of the findings, and recommended a transition plan to implement over the next 10 years. Each report and database included a detailed description of each deficiency. The report was organized to include a narrative description of the deficiencies, applicable guidelines, viable corrective action, location description, and color digital photos of all recorded deficiencies. We populated all data into AssetCALC™, a web-based system with features including the ability to rank and prioritize deficiencies, create reports by asset priority, assign date to corrective action, and view progress of completed work at any given time.

LOCATION

Wilmington, DE

SERVICE

ADA Assessment & Transition Plan

SIZE

43 Facilities
380,374 SF
755 Acres

FACILITY TYPE

Parks, Zoo, Golf Courses
Offices, Community Centers
Fire & Police Stations
Vehicle Maintenance Facilities
Public Works & Water Treatment
Public Rights-of-Way

REFERENCE

Stephanie Mergler
Deputy Chief of Staff
City of Wilmington
800 North French Street
Wilmington, DE 19801
(302) 576-2133 office
(302) 540-1492 cell
slmergler@wilmingtonde.gov



PROJECT PROFILE

NEW HANOVER COUNTY

FACILITY CONDITION ASSESSMENT AND ADA SELF-EVALUATION AND TRANSITION PLAN

New Hanover County selected Bureau Veritas Technical Assessments LLC (BV) through competitive bid to provide ADA accessibility assessments including a Transition Plan and Facility Condition Assessments. The assessments included site visits to observe the buildings and associated systems for 13 County owned buildings and 207 acres of County owned parks.

The site accessibility and ADA assessments included site reconnaissance to observe features of the accessible route non-compliant with the applicable accessibility requirements; accessibility conditions; sidewalks, entryways, doorways and restrooms.

BV provided accessibility reports and a database of findings with detailed descriptions of each accessibility barrier. The reports were organized to include a narrative description of the deficiency, applicable guidance, viable corrective action, location description, and a color digital photo of the recorded deficiency.

BV populated all the data into AssetCALC™, a web-based system with features including the ability to rank and prioritize deficiencies, create reports by asset priority, assign data to corrective action and view progress of completed work at any given time. In addition to its capital planning reporting, AssetCalc serves as a living Transition Plan.

Facility Condition Assessment included lifecycle and cost estimation for exterior elements including Building Envelope, Interior Systems, Fire, Life, Safety, Mechanical, Electrical, Plumbing, Conveying Systems, Site Systems and Structure. The evaluation included discussion of warranties, replacement costs and useful life.

LOCATION

New Hanover County, NC

SERVICE

Facility Condition Assessment
ADA Assessment

SIZE

13 Facilities • 758,196 SF
207 acres of Parks

FACILITY TYPE

Courthouses
Administrative Offices
Libraries
Museum

REFERENCE

Lena Butler
Purchasing Supervisor
New Hanover County
200 Division Drive
Wilmington, NC 28401
(910) 798-7311
lbutler@nhcgov.com



PROJECT PROFILE

CITY OF CHINO

ADA ASSESSMENT AND TRANSITION PLAN

The City of Chino, CA entered into a professional services agreement with Bureau Veritas (BV) to provide a comprehensive evaluation of Americans with Disabilities Act (ADA) accessibility compliance in three areas: public rights-of-way for facilities, City policies and practices, and City parks and buildings.

This project consisted of conducting a self-evaluation and preparing an ADA Transition Plan to include identified physical barriers to accessibility, the methods to improve accessibility, the estimated costs to remediating the identified barriers, and a schedule to achieve ADA compliance.

The City of Chino is 29.7 square miles with approximately 262 centerline miles of streets. BV developed a Citywide reference map using GIS for curb ramps including, but not limited to, an associated database with condition data, ramp type, slope, landing, detectable warning surface and other compliance information. The Citywide reference map also used GIS for sidewalks and condition data of sidewalks (uplifts, cracks, width, repair priority).

LOCATION

Chino, CA

SERVICE

ADA Title II Survey / CASp
Transition Plan
PROW Surveys
Program & Policy Review
Public Outreach
Website Review

SIZE

42 Facilities
45 Parks
451,991 SF
440 Miles of Sidewalks
3473 Curb Ramps
159 Traffic Signals
90 Transit Stops

REFERENCE

Lisa Almilli, MA, ADAC
Accessibility Coordinator
Development Services,
Accessibility Division
City of Chino
13220 Central Avenue
Chino, CA 91710
(909) 334-3524
lalmilli@cityofchino.org

9. ADDITIONAL FORMS

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: Bureau Veritas Technical Assessments LLC

   Address: 6021 University Boulevard, Suite 200

   City, State, Zip: Ellicott City, MD 21043 Phone/Fax: 8007330660

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

3. If Corporation, state:
   Date of Incorporation: 11/1/1986 State in which Incorporated: MD

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 11/14/2006

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

   Shawn Till, General Manager — n/a

   Riad Habib, President — n/a

   Heather Bush, VP & Secretary — n/a

   Hilaire Fournier, Deputy CFO & Deputy Treasurer — n/a

6. The length of time in business: 38 years

7. The length of time (continuous) in business as a service organization in Florida:
   18 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.*

see page 3 of proposal

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.

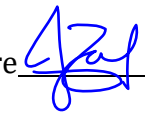
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer 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 Jeff Fox

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 Jeff Fox (Name) the Senior Vice President (Title/Position) of Bureau Veritas Technical Assessments 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.

9/26/2024
Date



Signature

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

(1) He/She/They is/are the Senior Vice President (Owner, Partner, Officer, Representative or Agent) of Bureau Veritas Technical Assessments LLC 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:

Natalie Talbott
Witness

By: _____
Signature

Natalie Talbott, Proposal Team Leader
Witness

Jeff Fox, Senior Vice President
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 Bureau Veritas Technical Assessments LLC 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: Senior Vice President

Sworn and subscribed before me this

26 day of September, 2024

_____

Notary Public Natalie Talbott
State of Maryland at Large

My commission expires:

10/8/2025

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: Senior Vice President

State of Maryland County of Baltimore

The foregoing instrument was acknowledged before me via ☑ physical presence OR ☐ online notarizations this 26 day of September, 2024.

By Jeff Fox

Personally known ✓ OR produced identification _____

_____

Notary Public Natalie Talbott

My Commission Expires 10/8/2025

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.

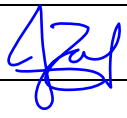
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize 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: Bureau Veritas Technical Assessments LLC

Authorized Signature: 

Print Name: Jeff Fox

Title: Senior Vice President

Date: 9/26/2024

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 Jeff Fox

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/09/2024

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
Aon Risk Services Northeast, Inc.
Aon Risk Services Northeast, Inc.
NY NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 866-283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Allianz Global Risks US Insurance Co.	35300
INSURER C:	Trumbull Insurance Company	27120
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Bureau Veritas Technical Assessments LLC
6021 University Blvd. Stes. 200-210
Ellicott City MD 21043 USA

COVERAGES **CERTIFICATE NUMBER:** 570103550820 **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,

Limits shown are as requested

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: POLICY X PRO-JECT X LOC OTHER:			USL00159324	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000			USL00163324	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WNS41200 See State Policy Addendum	01/01/2024	01/01/2025	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
B	Architects & Engineers Professional			USF00248024 Claims Made SIR applies per policy terms & conditions	01/01/2024	01/01/2025	Each Claim Aggregate	$1,000,000 $1,000,000

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

Evidence of insurance. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability Coverage policy.

CERTIFICATE HOLDER

Bureau Veritas Technical Assessments LLC
6021 University Boulevard
Suites 200-210
Ellicott City MD 21043 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570103550820

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Northeast, Inc.		Bureau Veritas Technical Assessments LLC
POLICY NUMBER		
See Certificate Numbe 570103550820		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Numbe 570103550820		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200	01/01/24-01/01/25	Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/24-01/01/25	Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of the Midwest AK,ID
10WNS41200	01/01/24-01/01/25	Hartford Casualty Insurance Company MO,WV
10WNS41200	01/01/24-01/01/25	Nutmeg Insurance Company CT,IL
10WNS41200	01/01/24-01/01/25	Hartford Fire Insurance Company NH,OR,PA
10WNS41200	01/01/24-01/01/25	Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/24-01/01/25	Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of Illinois TX
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of the Southeast KS,MD
10WNS41200	01/01/24-01/01/25	Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/24-01/01/25	Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201	01/01/24-01/01/25	Twin City Fire Insurance Company WI
10WBRS41201	01/01/24-01/01/25	Hartford Underwriters Insurance Company MA
10WBRS41201	01/01/24-01/01/25	Hartford Fire Insurance Company PR

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

(1) He/She/They is/are the Senior Vice President (Owner, Partner, Officer, Representative or Agent) of Bureau Veritas Technical Assessments LLC 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:

Natalie Talbott
Witness

By: _____
Signature

Natalie Talbott, Proposal Team Leader
Witness

Jeff Fox, Senior Vice President
Print Name and Title

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.

Bureau Veritas Technical Assessments 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) ► C

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) 5

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.

6021 University Boulevard, Suite 200-210

Requester's name and address (optional)

6 City, state, and ZIP code

Ellicott City, MD 21043

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

0	2	–	0	6	5	5	9	9	7

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** ► 1/15/2024

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.*

State of Florida

Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Limited Liability Company, filed on January 10, 2020, for CLAMPETT INDUSTRIES LLC which changed its name to BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, a Maryland limited liability company authorized to transact business in Florida, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H20000010962, and this certificate issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is M06000006285.

Authentication Code: 020A00000846-011320-M06000006285-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirteenth day of January, 2020

Secretary of State

January 13, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BUREAU VERITAS TECHNICAL ASSESSMENTS LLC
222 SCHILLING CIRCLE
SUITE 275
HUNT VALLEY, MD 21031

Re: Document Number M06000006285

The Amendment to the Application of a Foreign Limited Liability Company for CLAMPETT INDUSTRIES LLC which changed its name to BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, a Maryland limited liability company authorized to transact business in Florida, was filed on January 10, 2020.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H20000010962.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Yasemin Y Sulker
Regulatory Specialist III
Division of Corporations Letter Number: 020A00000846

P.O BOX 6327 – Tallahassee, Florida 32314

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 Jeff Fox (Name) the Senior Vice President (Title/Position) of Bureau Veritas Technical Assessments 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.

9/26/2024
Date


Signature

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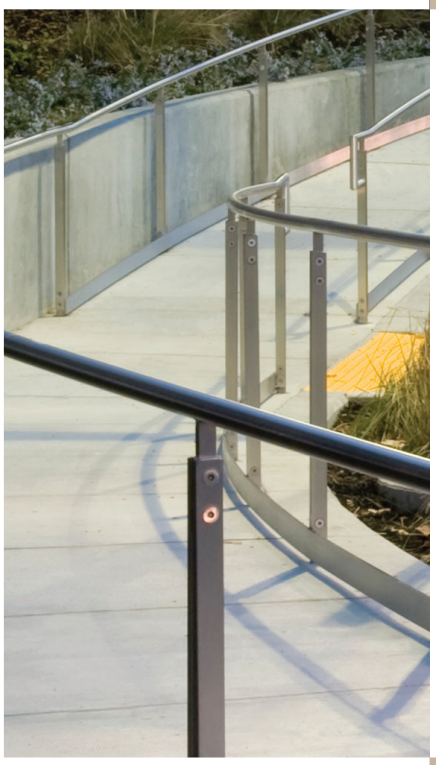

RFQ No: 24-1007200

ADA Compliance Assessment and Transition Plan

City of Opa-locka, Florida

October 7, 2024

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INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

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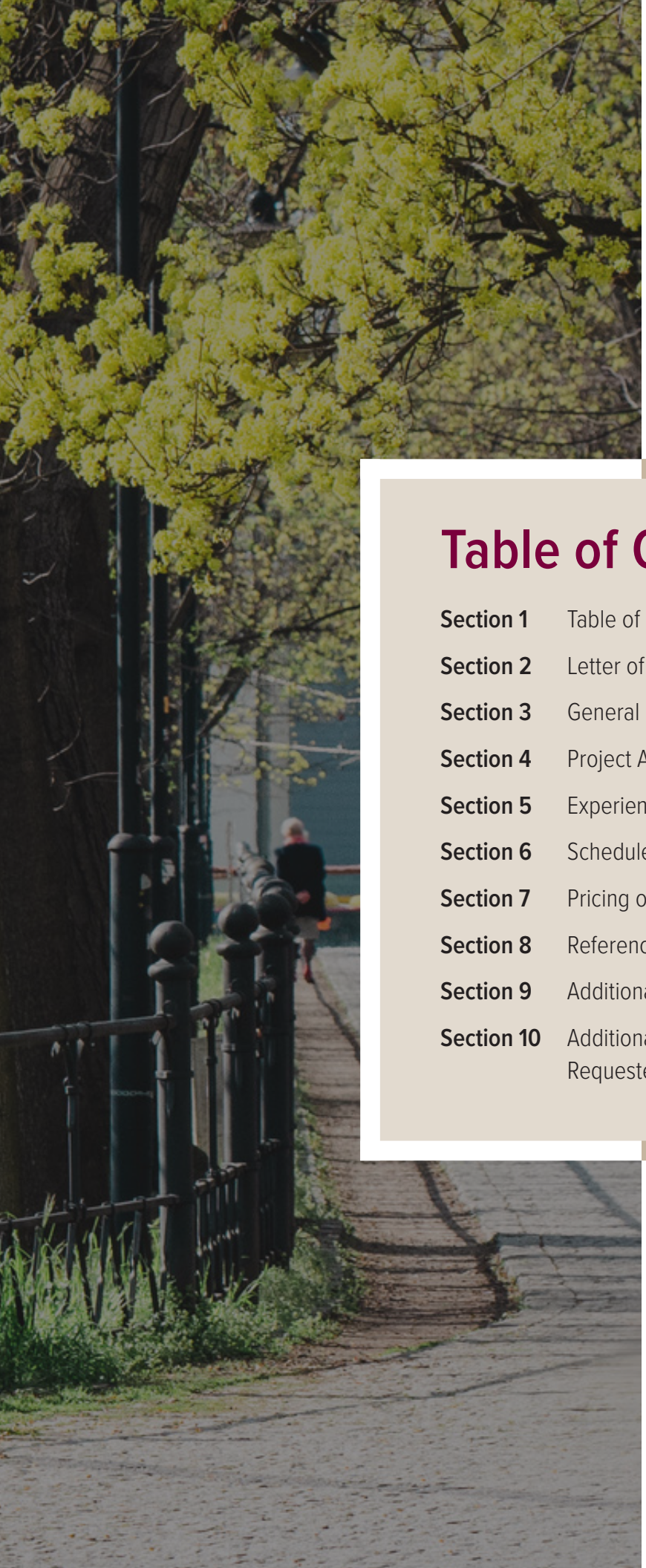

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Letter of Transmittal

October 7, 2024
City of Opa-locka
Attn: City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

RE: RFQ NO: 24-1007200, ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN

Dear City Clerk,

DLZ Florida, LLC (DLZ) appreciates the opportunity to submit our qualifications as an architectural and engineering firm to perform a Self-Evaluation and create an Americans with Disabilities Act (ADA) Transition Plan for the various facilities. The detailed assessment of these facilities that is to be performed at all site parking, exterior accessible routes to facility entrances, and interior public and employee common use areas, and the resulting ADA Transition Plan, will advance the City of Opa-locka (City) ADA compliance efforts.

As you consider and select your ADA expert firm, it is imperative that you contract with a firm that has comprehensive understanding of the requirements of ADA and the relevant standards and guidelines. Perhaps more important is a firm who can draw from a wide variety of past project experiences and provide staff from a variety of disciplines to perform facility assessments and provide compliant, cost-effective recommendations for corrective actions. DLZ has supplemented our expertise by teaming with Kimley-Horn and Associates, who will assist with the evaluation and assessment of exterior routes and parking and also review right-of-way facilities if included in a future phase of the project.

This project will ultimately positively impact the disabled population in the City, and we look forward to working with you, sharing our experiences, and most importantly, listening to you. We have provided a project team with significant experience and expertise on projects with very similar scope of services, who can perform all tasks effectively and efficiently.

DLZ offers ADA professional services and design expertise that are unparalleled to other firms. ADA services are a primary service we provide to our clients, both in the self-evaluation of facilities and design of compliant buildings and site features. Our philosophy is straightforward: provide the highest possible level of service to our clients by being responsive and dedicated to each project. DLZ is committed to providing quality work, completion within the desired schedule, and maintaining the overall project budget.

We have reviewed your Request for Proposal, as well as your list of facilities and other supporting documentation and understand the services required for this contract. We have included a sample contract per the direction in 1-8 for your consideration. We look forward to the opportunity to build a relationship with the City of Opa-locka.

Sincerely,
DLZ FLORIDA, LLC

Eric Beaulieu, AIA, LEED AP | Vice President
ebeaulieu@dlz.com | 904.539.7902
401 Bay Street | Green Cove Springs, FL 32043

Stephen Metzer, AICP, SPWS | Project Manager
smetzer@dlz.com | 517.908.4968
1425 Keystone Avenue | Lansing, MI 48911

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General Information

ADA Expertise

DLZ has significant experience performing similar scope of services as those being requested by the City of Augusta.

Nearly all engineering and architectural design projects have some aspect of ADA compliance. We have taken a special interest in ADA to help us ensure our projects meet current ADA standards during design and that the design is carried forward within compliance into the construction phase. DLZ has provided dozens of clients with a variety of ADA training or self-evaluation services, and prepared dozens of transition plans for clients in Ohio, Indiana, Michigan, and Tennessee over the past 13 years. Several of our clients have contracted with us to assist them in resolving formal and informal complaints, with all cases resolved without litigation. Several clients have also enlisted DLZ to provide guidance on making the necessary corrective actions, including preparation of construction documents. Our team members are well versed with the requirements of the ADA regulations and design guides, including the 2010 ADA Standards for Accessible Design (ADASAD), which is the current enforceable standard for new construction and renovations to existing facilities outside of the public ROW. Our team members are also familiar with other existing guidelines and best practices, including the Public Right-of-Way Accessibility Guidelines (PROWAG) for Pedestrian Facilities.

DLZ Florida, LLC

401 Bay Street, Green Cove Springs, FL 32043
904.539.7901 | www.dlz.com

Primary Contacts

Eric Beaulieu, AIA, LEED AP | Vice President
ebeaulieu@dlz.com | 904.539.7902

Stephen Metzer, AICP, SPWS | Project Manager
smetzer@dlz.com | 517.908.4968

Business Hours

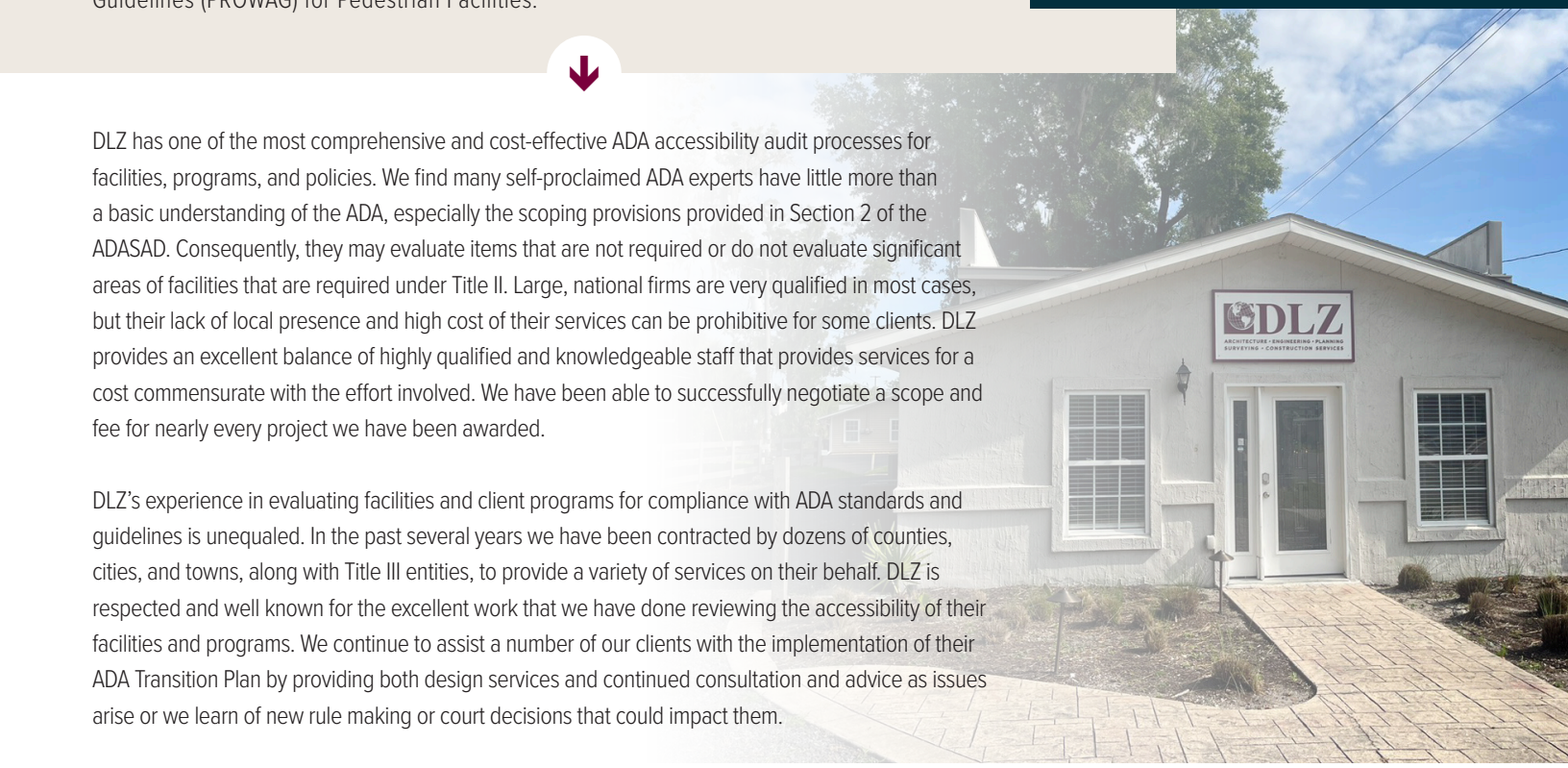
Monday-Friday, 8:00am-5:00pm

Parent Company

DLZ National, Inc.

DLZ has one of the most comprehensive and cost-effective ADA accessibility audit processes for facilities, programs, and policies. We find many self-proclaimed ADA experts have little more than a basic understanding of the ADA, especially the scoping provisions provided in Section 2 of the ADASAD. Consequently, they may evaluate items that are not required or do not evaluate significant areas of facilities that are required under Title II. Large, national firms are very qualified in most cases, but their lack of local presence and high cost of their services can be prohibitive for some clients. DLZ provides an excellent balance of highly qualified and knowledgeable staff that provides services for a cost commensurate with the effort involved. We have been able to successfully negotiate a scope and fee for nearly every project we have been awarded.

DLZ's experience in evaluating facilities and client programs for compliance with ADA standards and guidelines is unequaled. In the past several years we have been contracted by dozens of counties, cities, and towns, along with Title III entities, to provide a variety of services on their behalf. DLZ is respected and well known for the excellent work that we have done reviewing the accessibility of their facilities and programs. We continue to assist a number of our clients with the implementation of their ADA Transition Plan by providing both design services and continued consultation and advice as issues arise or we learn of new rule making or court decisions that could impact them.



Business Legal Status
National | Corporation

Date of Incorporation
February 4, 2014

State in which Incorporated
State of Florida

Years in Business
9 - DLZ Florida, LLC
108 - DLZ National, Inc.

Number of DLZ Employees
900+ Corporate-Wide | **10** Florida Employees

Our repeat client relationships are built on long- term commitments, the quality of our work, the expertise of our client and our efforts to ensure their projects are successful. DLZ's experience on projects with similar scopes allows us to have a complete understanding of the effort involved in all phases of the project, from field data collection to review of policies and procedures to completion of the Transition Plan and assistance with corrective actions and design. This experience will allow us to assign the appropriate staff at the proper time in the schedule to ensure that there are no delays in obtaining information necessary to proceed to the next phase. Our experience also allows us to foresee potential critical path items for the various phases that will require special attention and dedication of staff to complete in a timely manner. In the event that something happens that threatens our schedule, we have the ability to assign additional staff that have the necessary experience and expertise. With over 900 staff corporate-wide, DLZ is able to commit to having enough staff capacity to complete the work on the agreed upon schedule. On projects with firm deadlines, we strive to build in a buffer to allow for unforeseen and unavoidable issues. This buffer is provided by proposing an aggressive schedule to complete projects in advance of firm deadlines and including interim milestones along the way that can be used to measure both progress for scope completion and adherence to the project schedule.

We have Performed ADA Compliance Assistance for:

Ohio
- City of Lakewood
- City of Dayton
- City of Piqua
- City of Marietta
- Columbus Recreation & Parks
- City of Perrysburg

Indiana
- Hamilton County
- Vigo County
- City of Huntington
- City of Mishawaka
- Town of Fremont
- Clinton County
- City of Rushville
- Tipton County
- Scott County
- Putnam County
- City of Mishawaka
- City of Terre Haute
- City of Greensburg
- Harrison County
- Clark County
- City of Lebanon
- City of Greenfield
- City of Elkhart
- Morgan County
- Indianapolis Parks
- Indianapolis International Airport

Tennessee
- City of Oak Ridge
- City of Sevierville
- Maryville-Alcoa-Blount County Parks & Recreation, Maryville
- City of Pigeon Forge
- City of Gatlinburg
- City of Maryville
- Blount County

Michigan
- City of Port Huron
- Wayne County Airport Authority, Detroit
- Detroit-Wayne Joint Building Authority
- City of Detroit

Illinois
- Village of Mount Prospect

Florida
- City of Tallahassee

Subconsultant Kimley»Horn

Kimley-Horn is well-versed in the business of ADA compliance, data collection, conditions assessment, implementation plan development, public outreach, and training. This is complemented by our experience in creative applications of GIS technology—at the desktop level and in the field. Kimley-Horn has created the KADA trademark, an ArcGIS/GPS-based data collection, data processing, and data management application used to develop and implement ADA Transition Plans throughout the country and has been at the forefront of ADA compliance, helping state DOTs and municipalities upgrade aging infrastructure to meet applicable standards. They are recognized leaders in the development of ADA Transition Plans and designing pedestrian facilities. Their expertise includes conducting studies and planning activities to design and implement curb ramps, sidewalks, pedestrian-dedicated paths, and walkways. They not only understand how to evaluate and plan accessibility improvements, but also know how to implement improvements that benefit the traveling public. Kimley-Horn has considerable experience in developing GIS-based approaches to project prioritization. They understand how to use spatial data analysis to incorporate asset condition, assess the relationships to other public facilities, and identify similar factors to prioritize projects. This assists in creating an ADA Transition Plan that meets federal requirements.

State of Florida
Department of State

I certify from the records of this office that DLZ FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 4, 2014.

The document number of this limited liability company is L14000023253.

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 30, 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 Seventh day of August, 2023

Secretary of State

Tracking Number: 4461326170CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida dbpr Department of Business & Professional Regulation

DBPR ONLINE SERVICES

Main Menu | Update Profile | Logoff | Contact Us

Logged in as **Leftridge, Colleen**

Application Status Inquiry

Below is a list of outstanding/pending applications.

To provide additional documentation for your application select "Attach".

Press "Back" to return to the main menu.

Status	License Type	Application Number	Application Name	Submission Date	License Number	Deficiencies	Notes	Attachments
Approved	Registry	62846	Qualification of Engineering Business Organizations	03/24/2022	35930			

Online Applicants: If you have submitted an online application, we will evaluate the application to determine if you meet the eligibility requirements for examination and/or license. You will be notified in writing if we need any additional information or documentation. Your application will be considered complete only upon the department's receipt of all requested information, including validation of payment from your financial institution.

Brand/Label Registration: Thank you for submitting your online registration. The application shall be considered complete upon the submission of the application and any required payment. Registrant records are subject to audit to verify compliance with the beverage law and that any violations thereof, may result in revocation of the brand/label.

If you have any questions regarding the application process, you can reach our Customer Contact Center at 850.487.1395.

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043
Phone: 904-297-7500
E-mail: planning@greencovesprings.com
https://www.greencovesprings.com/DS

Professional Office

License Number: BT23-0040

DLZ Florida LLC
401 BAY St
Green Cove Springs

Fees Paid: $100.00
Issued Date: 10/19/2023

Activity / Activities:
ARCHITECT

Conditions:
1. Signage, other than face changes to existing signs, requires permitting through the Building Department. Sign Restrictions are defined in Chapter 125 of the City Code. Additional signage, permitted under Resolution R-32-2014 is limited to the first 90 days after the business tax is issued.
2. This receipt is only good for the location listed and may be subject to other conditions / restrictions. It shall not be used to represent any level of qualification, certification, or professional expertise.
3. This receipt may be revoked by the City if the business / property are not in compliance with City Code.
4. Commercial Containerized Solid Waste Collection must be through an approved franchise.

10/19/2023 - 09/30/2024
Valid Dates

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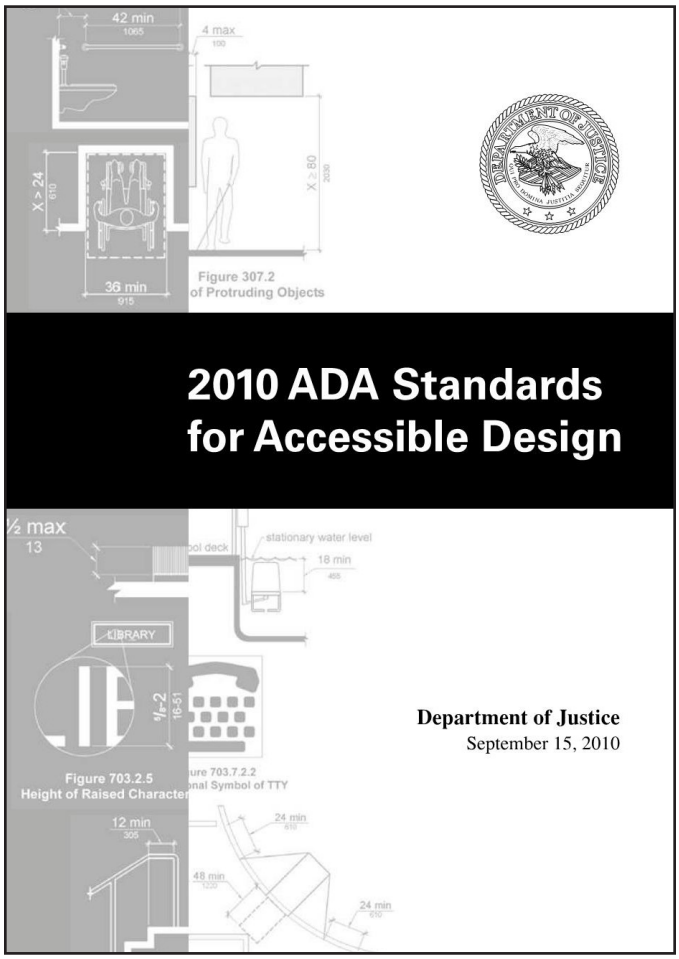
Project Approach

The City of Opa-locka is seeking a professional consultant to complete an ADA compliance assessment and Transition Plan for the City's parks and park facilities that complies with all requirements of the Americans with Disabilities Act. The project will include an assessment of only physical barriers at City facilities, with no evaluation of programs, services, or activities (PSAs), for compliance with the ADA. DLZ's experience in evaluating park facilities for compliance with ADA standards and guidelines is extensive and will allow us to develop a scope of services for the Transition Plan that will allow the City to partially meet its obligations under ADA Title II. It is assumed that all evaluations will be performed for compliance with the 2012 ADA Standards for Accessible Design (ADASAD) and 2020 Florida Accessibility Code (FAC).

DLZ has successfully completed numerous projects related to compliance with the ADA, and our staff includes professionals with proven experience, expertise, and ability to perform ADA compliance reviews and designs. This experience fosters interaction that develops creative and innovative solutions within the practical constraints of budget and schedule. The result is a cohesive project management approach to maximize the economic resources available without compromising the quality of the final product. While the general services for each project has similarities, **DLZ specifically tailors our scope and approach** for each project to meet the unique, individual needs of each client and the budget that has been established. Our qualifications include assumptions about what is included for the facility evaluation and those assumptions are provided below. While some provisions of ADA compliance projects may not be included in the Opa-locka project scope, DLZ has the capability to evaluate any type of facility, as well as PSAs, and also provide a variety of other services, such as training and public outreach as required by the ADA.

Project scoping is a critical component to all ADA projects, ensuring that all required facilities and areas of facilities are included in the self-evaluation phase and facilities or areas that are exempt from the standards are not. In some cases, due to budgetary considerations, the phasing of the self-evaluation and/or transition plan is necessary. The graphic on the next page outlines the general requirements for the self-evaluation (Part 35.105 of ADA) and the Transition Plan (Part 35.150), with outreach and participation being offered during both phases to the disability community. Note that details of the scope of work would be determined during contracting and may vary slightly from the information below.



DLZ's Scope of Work may include the following general chronological steps as a starting point, all of which are described in detail below. We assume that the details of the scope for each, including those that may be excluded from this project, will be confirmed during contract negotiations:

- Project Kick-Off Meeting
- Perform Facility Self-Evaluations
- Review Programs, Services, and Activities (PSA)
- Develop List of Outreach Targets
- Initiate 1st Outreach Efforts
- Continuous Project Coordination
- Meetings and Training
- Prepare the Transition Plan
- Initiate 2nd Outreach Efforts
- Public Hearing and Transition Plan Adoption
- Implementation by the City

Overall SETP Requirements



4.1 Project Kick-Off Meeting

DLZ will schedule a Kick-off Meeting with City staff invited to attend, assumed to be held virtually on the platform requested by the City (i.e., Zoom, Microsoft Teams, etc.). We will coordinate with the City on the development of a meeting agenda and staff that should be invited to attend this important commencement of the work. It is assumed that the City will send invitations to internal staff with details about the meeting. The meeting is expected to include discussion about the various facilities, our access needs, access restrictions, and data collection methodologies, along with desired format of various deliverables from the project. Attendees will also discuss the anticipated project schedule and milestones.

The RFQ does not specifically include any requirement for public outreach as part of the project. We would discuss the City's intent to provide any public outreach as part of this project and DLZ's role and responsibilities if the City decides to perform outreach as part of this physical barrier assessment project. DLZ would normally develop a **list of regional, state, and local ADA advocacy groups** that we suggest our client coordinate with on the project and who will be provided an opportunity to provide input and participate on the project. Examples would include the Southeast ADA Center, Center for Independent Living-South Florida (CILSF), The Arc of Florida, Florida Association of the Deaf, and Florida Council of the Blind, along with others identified by DLZ or the City. DLZ will prepare a summary of the kick-off meeting discussion and action items for the City and DLZ.

4.2 Perform Facility Self-Evaluations

DLZ will perform an investigation for compliance with the ADA for the City facilities included in the scope of work, assumed to include:

- Government Center
- Ingram Park
- Segal Park/Helen Miller Center
- Sherbondy Village
- Public Works
- 2105 Ali Baba Avenue Community Center Tub Cultural Arts Building
- Accessible Routes from On-Site Parking and the Public Sidewalk to entrances/amenities at City Facilities, consistent with ADASAD and FAC Section 206.2.
- Parking at City Facilities

The investigation shall include the evaluation of site and architectural barriers for facilities outside of the public ROW (buildings, parks, etc.) consistent with the requirements of the ADASAD/FAC and other pertinent guidance, if applicable. The review will include all areas of facilities/sites open to the public, as well as areas that are defined as employee common use areas and subject to compliance requirements by the ADASAD/FAC Chapter 2 Scoping Requirements.

DLZ will perform an investigation for compliance with the ADA for the City facilities included in the contract. Details about how each facility will be evaluated will be discussed at the project kickoff meeting, including any constraints or security issues that may require City staff to be present during the investigation. All information collected will be done electronically, utilizing software/applications that can export information in a variety of formats, including Excel, PDF, Word, etc. At facilities that are City-owned but occupied by a tenant, the scope of the accessibility evaluation will be limited as confirmed during contracting and at the kick-off meeting.

DLZ will document all non-compliant issues, and features that are required but lacking, with appropriate dimensional, quantity, and/or slope measurements and digital photographs. Within each facility, there are likely several different types of features that need to be evaluated for compliance with the relevant guidelines and these may be present in varying quantity (several parking lots, numerous doors, etc.). Examples of items that may have a dimensional, slope, or other variance from the standards that create a physical barrier to access and their various features are shown below:

- **Parking** – correct number of van and accessible spaces based on parking counts, dimension of spaces and access aisles, slopes of spaces, signage, placement relative to accessible entrance, etc.

- **Curb Ramps** – slopes, dimensions, landings, etc.
- **Accessible Routes (interior and exterior)** – dimensions, slopes, obstructions, protrusions, compliant surface, landings, level changes, openings, etc.
- **Ramps (interior and exterior)** – slopes, handrails, landings, running length, dimensions, openings, edge protection, etc.
- S**tairs (interior and exterior)** – treads and risers, nosings, slopes, landings, dimensions, compliant surface, handrails, overhead clearance, etc.
- **Elevators and Lifts** – Control and signage features, car size, audio and visual components, control panel, emergency communication equipment, etc.
- **Exterior and Interior Doors** – including foyers and doors in series, signage, thresholds, clear width opening, protrusions, doorway height, hardware, closing speed, opening force required, kick plates, maneuvering spaces, power door controls, etc.
- **Drinking Fountains** – presence of low and high fountains, knee and toe underclearance, protrusions, stream height, clear width and clear spaces, bubbler height, controls, etc.
- **Corridors/Hallways** – clear width, turning spaces, clear height, surface level changes, carpeting, fire alarms, electrical outlets, etc.
- **Restrooms** – signage, sink underclearance and clear width, insulation of pipes, controls, mirror reflective surface height, height of operable parts (towel dispensers, soap dispensers, hand dryers, waste containers, coat hooks, etc.), protruding objects, urinal height and lip projection distance, flush control height, light switch height and clear space, power outlets height and clear space, accessible stall hardware, toilet offset to stall door, clear width of stall door, stall door hinge offset, stall door self-closing, stall width and depth, toilet seat height, toilet centerline distance from wall, location and height of flush controls, location and height of toilet paper dispenser, grab bars dimensions, grab bars, obstructions, ambulatory stall and handrails (if 6 or more fixtures present), etc.





- **Rooms** – entry and exit doors, turning area, light switches, electrical outlets, carpet, storage devices, protruding objects, surface level changes, fire alarms, signs, etc.
- **Assembly Areas** – within public meeting rooms determine the number of wheelchair and companion seats based on seating capacity, dimension and dispersion of spaces, slopes, signage, folding or retractable armrests, assistive listening system availability and number of devices, etc.
- **Service Counters/Working Surfaces** – clear spaces, aisle width, service counter height, check writing/work surface height, knee space, tray slide height, etc.
- **Parks** – parking, pedestrian routes, restrooms, accessible seating at grandstands/bleachers and player seating, play structures for number and types of ground and elevated play structures, play structure access and transfer platforms/steps, viewing areas, beach access, fishing piers/ platforms, trails, boating facilities, grills, picnic tables, connecting routes to the boundary of each sport activity area, park shelters, water sources, and others.

The above list is not intended to be all inclusive and intended to demonstrate the importance of not only knowing the standards, but also when they apply. One frequent area of confusion during the self-evaluation process is understanding the scope of evaluation within park facilities. Persons not familiar with the requirements of ADA may assume that limited areas of the parks are required to be evaluated, rather than the full breadth noted above. Items frequently missed at other facilities include employee common use areas like restrooms, entrances, or break rooms. Additionally, some items are exempted by scoping, such as staff offices (without a unique service that may not be provided elsewhere), select maintenance buildings (where no common use areas are present), storage areas, and work areas. Accessibility to these areas is encouraged to be provided on a case-by-case basis as reasonable accommodations under Title I of ADA.



It is possible that access to some of the City's facilities may not be convenient during normal business hours or some areas have security or other concerns that will be cause for the City to escort our ADA specialists during the evaluations. We will strive to identify those facilities and discuss any special access needs or restrictions at the kick-off meeting. Our ADA specialists have been trained to work around facility users and employees and ensure that they are discreet when going about their duties and strive to not photograph individuals, especially children, when documenting facility conditions at the time of the evaluation.

We anticipate the need for **minimal involvement of City staff** during our facility evaluations other than assisting with coordinating access to the various facilities and being present when facility evaluations are performed if they desire, as well as providing information about the various PSAs of the various departments if that is included in this or a future phase of the project. The other commitment of time from City staff would be participation in meetings, which will include the kick-off meeting to discuss the project scope and schedule, data and access needs for the self-evaluation, options for public outreach required during both the self-evaluation and transition plan phases, and general project coordination and training included in the contract.

The results of our comprehensive facility evaluations will be presented as an appendix in the Transition Plan, with each facility having an individual evaluation report spreadsheet provided. Each facility report typically includes a summary of the facility functions and programs that are provided at each, general discussion about our observations of the facility and anything that impacted our review. The spreadsheet includes a listing of all non-compliant features identified, with the description of the items, code citation(s), requirements of the ADASAD/FAC, actual measurement of DLZ at each feature, a priority for corrective action, and estimated cost to correct. Typically the comment for each item also includes additional information that helps understand the issue and potential solutions.

Sullivan Shelter Area							
NOTE: The Sullivan Shelter is located along the east side of the loop drive off the main drive. There is a gravel parking area across the drive from the shelter and smaller parking area at the shelter, which combined provides space for approximately 16 vehicles, requiring 1 van-accessible space be provided. The shelter provides picnic tables, water source, and a grill with electricity available and there was a volleyball net to the east beyond the shelter in a lawn area. There is no cost for providing an accessible route to this area of sport activity given the uncertainty of use, if intended for use as recreation area a compliant accessible route should be provided to the boundary from the shelter/parking. This shelter is given priority for improvements due to lower cost and more amenities.							
8	Accessible Parking Count	Total # Accessible Spaces Provided (NOTE: count only spaces with signage, add note if only pavement markings provided)	208.2	1	0	Medium	$4,000
	Comment:	Cost includes paving a minimum 16' wide area to provide a parking space and access aisle and 1 van-accessible sign at the gravel area at the shelter. Ensure the space is located to connect the access aisle to the accessible route to the shelter.					
8A	Accessible Parking Surfacing	Parking spaces and access aisles are of a material that is firm, stable, and slip resistant.	302.1, 502.4	YES	No	Medium	Included Above
	Comment:	Cost includes paving a minimum 16' wide area to provide a parking space and access aisle and 1 van-accessible sign at the gravel area at the shelter. Ensure the space is located to connect the access aisle to the accessible route to the shelter.					
9	Accessible Routes on Site	At least one accessible route shall connect facilities on the same site (unless only means is a vehicular way with no pedestrian access).	206.2.2, 401.1	YES	No	Medium	$1,500
	Comment:	There is no accessible route connecting the parking to the picnic shelter. Provide a compliant walk from the access aisle at the van accessible parking space from above to the edge of the concrete pad under the picnic shelter.					
10	Wheelchair Spaces at Picnic Tables	Length of Picnic Tables provided: 1 space required for each 24 linear feet of usable table surface perimeter.	1011.4.2	12	3	Medium	n/a
	Comment:	Sixteen (16) total tables at 18 lf each = 288 lf, requiring 12 wheelchair spaces under shade cover. One table has a large overhang on both ends marked for accessible use, with several others providing space on the end for a wheelchair but only 1 has clear space for approach. Existing layout of tables does not provide access to the end of other tables, explore layout that provides access for wheelchair to the ends of tables and a 36" route to each.					
11	Accessible Routes on Site	At least one accessible route shall connect facilities on the same site (unless only means is a vehicular way with no pedestrian access).	206.2.2, 401.1	YES	No	Medium	$2,500
	Comment:	There is no compliant accessible route connecting to the grill or water source, both are located in gravel surfaced area. Provide a compliant access to the grill and water source with required clear space by reconstructing the approach to each from the shelter.					

All items are individually numbers and a corresponding photo log also provided in the appendix, with all color-coded items corresponding to the photo log. An example of the photo log is also provided to the right which corresponds to the facility report section above.

4.3 Review City Programs, Services, and Activities (PSA)

In addition to structural barriers, there are often procedural or policy barriers to equal access to programs of Title II entities. **The RFQ notes that no electronic/website accessibility or programmatic accessibility evaluation is included in this project**; however, the importance of performing a review of PSAs at some point cannot be understated. DLZ staff recognizes the importance of evaluating these aspects of governmental agency programs and has developed a program that ensures compliance with the requirements of ADA. We typically meet with the ADA Coordinator to go over a checklist of programs that are common to many agencies to verify that we fully understand the unique aspects that may exist. We often circulate a questionnaire and/or meet with department heads to discuss the procedures and policies within each department, especially those that have significant contact and interaction with the public.



Item #10 – 12 wheelchair spaces at picnic tables required, only 3 provided.



Item #9 – No accessible route connecting the parking to the picnic shelter.





Item #11 – No compliant accessible route to the grill or water source, both are located in gravel surfaced area.

The specific PSAs that are reviewed for programmatic barriers are reliant on obtaining accurate information during our interviews and research, as well as being provided relevant documents and information when requested. DLZ strives to provide all our clients with a full-service, one-stop shop for ADA compliance consulting.

In performing our review of PSAs, we have typically reviewed:

- **Public Information** – determine if notices of ADA and other civil rights law information is conspicuously posted in both public and employee-only areas.
- **Public Notices** – verify that public notices for meeting agendas open to the public include statements regarding accommodation with the advanced notice requirements and name and contact information for accommodation.
- G**rievance Policy and Procedure** – verify that a formal written policy exists for non-discrimination and that there are written procedures and forms available for filing of formal complaints on ADA. DLZ has found an existing procedure and form on the City website, which will be reviewed.
- **ADA Coordinator** – identify who has been appointed as the ADA Coordinator for the community, when the appointment was made, and that the name and contact information of the ADA Coordinator is widely published.
- **Boards and Commissions** – verify that meeting facilities for various boards and commissions of the community are held in accessible facilities and that assistive listening devices are available for persons with low hearing that may attend these meetings.
- **Staff Training** – determine what training or other educational opportunities have been provided to staff that regularly interact with the public on how to identify persons with disabilities and various means on how to accommodate them in performance of their duties.
- **Emergency Preparedness** – review emergency plans to determine if they consider the special needs of the disabled in the event of the need for emergency evacuation, transportation, and sheltering, including those that have service animals.
- **Special Events** – determine if any special events are held at community facilities that may require special planning due to placement of temporary barriers. Special events could include summer concerts, fairs/carnivals, etc. Review the accessibility plans for the special events to verify that accessibility is considered and provided to the extent possible.
- **Building and Site Information Signage** – verify that signage is present to direct persons to accessible facilities and entrances if not all such facilities are accessible in a building.

- **Fee and Surcharges** – verify that the community does not have a discriminatory policy that charges fee or surcharges for services to the disabled that it does not also charge persons that have no disability
- **Equally Effective Communicatio**n – determine if any requests for accommodation have been made and how accommodations were made, verify that resources are available for accommodation within the time frames noted in notices, etc.
- **Telecommunications** – verify that telephone systems are compatible with Telecommunications Devices for the Deaf (TDD), including 9-1-1 service.
- **Alternative Communication Formats** – is the community able to provide alternative communication formats upon request, including large print documents, text-to-speech, Braille, captioning, American Sign Language interpretation, etc.
- **Special Training** – determine if any special training is provided, particularly for police officers, to communicate with people who are deaf or hard of hearing or have an intellectual disability.
- **Websites** – Verify that websites do not have obvious errors that could limit accessibility to persons with disabilities, including a variety of structural errors in development of the website, documents that are not compatible with screen readers, etc.



Sign Language Interpretation



Volume Control Telephone



Telephone Typewriter (TTY)



Assistive Listening Systems

We review a client's website for general compliance utilizing the Web Accessibility Evaluation Tool (WAVE) and other software programs. The results generally indicate a variety of common website errors that will be likely found on every page on the website. This evaluation is a low-level review for general compliance of the website with Web Content Accessibility Guidelines (WCAG). WCAG 2.0 covers a wide range of recommendations for making Web content more accessible to a wider range of people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photo sensitivity and combinations of these. Following these guidelines will also often make your Web content more usable to users in general and will assist in determining the magnitude of non-compliance that can be communicated to the website developer.

- **Employment** – perform an evaluation of employment practices (hiring, firing, promotions, review of employee policy manuals, etc.) to determine if any language or policies may be discriminatory against prospective or current disabled employees in the various departments. This evaluation is not intended to be a full compliance audit for Title I of ADA or Titles VI/VII of the Civil Rights Act.

We typically also evaluate various publications and methods of payment/registration for City programs for compliance, which is especially important for recreation programs. DLZ staff request clarification from Department Heads through our point-of-contact on the extent of their public interaction and programs provided. Some departments with extensive public contact and interaction will warrant additional coordination (Human Resources, Sheriff, etc.).

DLZ can provide the City with a questionnaire that can be completed by all departments related to how they operate and their experiences and training in dealing with persons with disabilities. This questionnaire would help guide DLZ in our efforts to provide advice on how to better serve the disabled population and provide equal access to City PSAs. DLZ can evaluate the various programs identified on the questionnaires and information gathered to complete the evaluation if it is included in the project scope for this or a future phase of the project.

4.4 Develop List of Outreach Targets

If public outreach is included as part of the project, whether performed by DLZ or the City, the list of regional, state, or local disability advocacy groups discussed at and following the project kick-off meeting will be used to send information about the project and invite them to participate. This list will be continuously updated as new groups or individuals are identified during the project.

Southeast ada Center

Florida Council of the Blind, Inc.

The Arc of Florida

Florida Association of the Deaf, Inc.

4.5 Initiate 1st Outreach Efforts

It is during the self-evaluation phase that the first outreach efforts to the disabled community and their advocates is normally performed. DLZ has typically prepared a letter that is sent to all identified advocacy groups and local residents who self-identify as disabled or interested parties that request to be part of the process. The notification letter includes information about the project scope and schedule and contact information for City staff for those interested in becoming involved. DLZ has also held an informational open house at this time on other projects, where a presentation is made about the project and the ADA but have not made this a regular part of most recent projects due to lack of attendance. This option can be discussed during project scoping and is not included in the base scope of services for this project. As a result of these outreach efforts, a project mailing or email list is developed and maintained throughout the project's duration. All notices and other project information are sent to everyone on the lists by either DLZ or the client.

An additional outreach effort that can be made is utilizing an online survey to solicit comments on barriers, or perceived barriers, that exist at City facilities. This survey is a low level outreach effort to both determine interest in the ADA from the public and also the extent of perceived issues at City facilities and programs. The survey can be tailored to whatever format the City desires. Our client typically assists with publicizing the web address where the public can access and take the anonymous survey. Results are reviewed and responded to as appropriate in the Transition Plan. Details of the type(s) and number of outreach efforts to be utilized by this method will be discussed during scoping efforts.



4.6 Continuous Coordination

DLZ will work closely with the City to ensure a continuous line of communication is open between our team and City staff and also to the disabled community. Staff coordination will include regular emails and calls to discuss site inspections, information needed about facilities, monthly progress reports with invoices, etc. Public coordination may be through a variety of means, all of which will be discussed at the kick-off meeting, and can include a monthly email blast, Facebook or other social media page postings, or any number of media and social media outlets. Our goal would be to get advocates or persons from all the different disability groups most affected by accessibility issues to government programs represented – seeing, hearing, cognitive, upper body, and lower body. Comments provided will be permitted to be anonymous and the project team will protect anonymity to ensure respondents to all forms of public input are not dissuaded due to concerns about being identified.

4.7 Meetings and Training

Several project meetings are anticipated to be included in the scope of services, in addition to the project kick-off meeting. Details about the timing, types, and number of meetings will be confirmed during project scoping. DLZ will schedule two (2) additional meetings with City staff at an interim progress meeting approximately midway through the schedule and final completion meeting prior to delivery of the final ADA Transition Plan. The City may want to consider sponsoring meetings with focus groups for each of the major disability groups impacted by barriers to City programs. Meetings to be held may include:

- Meetings with the City staff at key points in the project (completion of field investigations, etc.). The number and schedule for these meetings will be finalized during project scoping and contract negotiations.
- Public meetings to present various information about the project. No public meetings are currently included. The number and schedule for these meetings will be finalized during project scoping and contract negotiations. Adjustments to the number of meetings during the project may be considered based on interest and attendance at meetings, which varies widely from community to community.

Regular coordination is included and anticipated via video conference, telephone, and email as a means of tracking project progress and discuss any issues or questions that arise or need clarification. This coordination is included as part of DLZ's overall project management.

DLZ will also provide City staff with specific training on ADA topics as verified during contracting and discussed at the kick-off meeting. DLZ regularly provides clients with training, including a variety of webinars on ADA topics. Many of our webinars are available for review on DLZ's YouTube channel at www.youtube.com/@dlzcorporation. Our most recent webinar in April discussed Outdoor Recreation Facilities and the accessibility requirements for those types of facilities and related amenities. Training sessions can include both in-person and remote, with all sessions recorded for other staff that could not attend in person to view at a more convenient time. Training sessions are expected to include a mix of both general ADA information and detailed presentation of requirements for staff that have a higher need for knowledge of the relevant standards and how to apply those in the fulfillment of their normal duties.



4.8 Prepare the Transition Plan

DLZ will prepare a transition plan that meets the requirements of the ADA and includes our assessment of the facility reviews. The Transition Plan will include a summary of all the facilities reviewed during the self-evaluation phase, the results of the DLZ Team's review of City PSAs (if added to the scope of work), and recommendations that can provide improved access to City facilities and programs. It will also include a summary of the public outreach and public involvement activities for the project.

DLZ will develop a list of barriers as defined by the ADA for the facilities included in the project, a summary of corrective work required to meet ADASAD, and a list of priorities for the City to consider for each facility. DLZ will determine at least one option for compliance with ADA standards for the listed items and provide an estimated probable cost for changes necessary to achieve ADA compliance, except where the ability to do so is limited due to the need for additional detailed investigation outside the scope of the ADA review (e.g., structural analysis of walls, other applicable codes required to be met [plumbing, electrical], etc.). In some instances, DLZ may instead note procedural changes or recommend relocating a service to an accessible location within the same or another facility to provide equal access to programs, services, and activities of the City.

DLZ will submit the draft Transition Plan for review by the City. The City would be responsible for distribution of the draft Transition Plan to commenter's and compilation of all comments into a single document. Comments that are in conflict between reviewers are to be resolved by the City in this master document. DLZ will be provided with the master document and determine if there are any comments that are not clear or vague and request clarification, in writing, to understand the City's requested changes. It is possible that a meeting and/or teleconference may be needed to discuss the comments on the draft Transition Plan, particularly where there is uncertainty about how to resolve conflicts on comments from City staff.

4.9 Initiate 2nd Outreach Efforts

Once the draft Transition Plan comments have been resolved, DLZ will prepare the Public Review version of the Transition Plan. The document should be made available at several locations throughout the City, such as City Administration Building, libraries, etc. and the City website for the public to review and provide comments. The PDF version of the document will be made accessible for users of screen reading programs. The availability of the document, along with locations where it can be reviewed and the comment period description, will all be published in the local newspaper by the City, posted at City facilities, on the website, and in a second round of letters to all groups and persons on the project mailing list. The comment period is typically a minimum of two weeks but can be as long as four weeks. We will discuss the duration of the document's availability, as well as locations for it to be placed and duration of the comment period with the City.

4.10 Public Hearing and Transition Plan Adoption

At the end of the comment period, DLZ will compile all comments received and provided to the City and determine if any would require modification to the Transition Plan. All comments will be included in the appendix to the document, along with resolution to all as needed. DLZ will make revisions to the Transition Plan if needed and provide the draft version of the final Transition Plan to the City for review. Any comments will be resolved, and the final Transition Plan prepared for consideration and adoption in a manner determined by the City as appropriate. Typically, a public hearing is held to allow for public comment at a meeting of the City Council, which then adopts the Transition Plan, as amended by comments at the meeting, following the public hearing. The actual means of the document to be reviewed, considered, and approved will be discussed with the City staff and can be via simple majority vote or resolution.

4.11 Implementation by the City

Once the Transition Plan is adopted, the City will have a planning document that can be used to strategize and budget to make the necessary facility alterations and modifications to PSAs to improve access to City programs to the disabled. DLZ will work with the City and can assist as-needed for implementation, plan reviews, training, inspections, etc. following completion and adoption of the document. The cost for DLZ's services for the project that is to be negotiated would be expected to include all tasks through adoption of the Transition Plan, as agreed upon during scoping and contracting. DLZ will always make ourselves available to respond to questions or provide our advice if City staff would contact us during the implementation phase.

ADA Transition Plan Assumptions and Limitations

Based on our experience performing these tasks for Title II clients, and information contained in the RFQ, the following assumptions are typically valid. Any and all assumptions may be modified during contract negotiations to meet the unique needs of each client and project. The expectations for the City and your staff for this project are fairly limited, but important, to the success of the project. The City would be expected to provide the necessary information and guidance to allow DLZ to become familiar with City operations and the respective policies and procedures of the various departments. We strive to minimize the effort required for our ADA clients to assist us, but when needs are presented we will need that assistance. The primary items we typically need and would expect from Opa-locka and specific exclusions of scope items (unless added during negotiations) include:

- The City will appoint one person to be DLZ's point-of-contact for all coordination and communications.
- The facilities to be evaluated include only those listed in section 4.2 above. Modifications to the facility list and costs can be agreed upon during contracting.
- DLZ will have reasonable access to all facilities that are included in the self-evaluation. The City will provide clear direction regarding areas of each facility that are open to the public or would be considered as employee common use areas and subject to accessibility requirements. In some cases, DLZ may request access to some facilities outside of normal business hours to accommodate the project schedule due to conflicts with normal business operations (e.g., courts). DLZ will coordinate these needs with the City and minimize these requests to the extent possible.
- Floor plans or similar accurate documents of internal building layout shall be provided if they are readily available for all facilities.
- Provide copies of all documents that will need to be reviewed during the project, especially if review of PSAs is included in the final contract. Electronic copies are preferred. Documents may include, but are not limited to:
  - Previous ADA compliance documents, including evaluations of facilities or previous Transition Plans.
  - Various publications of the City provided to both employees and the general public.
  - City design standards and standard details.
  - Other documents identified during the project.
- The Transition Plan will be based on Title II regulations and ADASAD/FAC only for the facilities and PSAs included within the scope of work, as applicable. The Transition Plan is to include the results of the self-evaluations completed by DLZ.
- No evaluation or review of ROW data is included or anticipated but can be added during contracting or as a future phase.
- There will be one compiled set of comments from the City on all draft documents submitted. One change will be made to each document submittal based on this compilation into the final version.
- The frequency and number of meetings with the City's ADA Team and/or staff and the public will be determined during project negotiations. Meetings or teleconferences at key points in the project rather than pre-determined intervals is more productive for all. Regular updates and frequent communication via email and phone will be provided to our point-of-contact throughout the duration of the project, along with regular written progress reports.
- The City will be responsible for distribution of reports, public notices, placement of information on the website, securing of meeting room facilities, and advertising of the Public Hearing, if applicable. DLZ will provide assistance on all of these items.
- No review of compliance with other codes is included, such as Building Code, Plumbing Code, etc. as part of our facility reviews. In some cases, DLZ may not be able to provide accurate costs for accessibility improvements due to unknown conditions of walls and infrastructure within walls and floors.
- We anticipate the need for minimal involvement of City staff other than assisting with coordinating access to the various facilities and providing information about the various policies, programs, and procedures of the various departments. The other commitment of time from City staff would be participation in meetings and printing and placement of hard copies of the public review version of the Transition Plan.
- The project is dependent on accurate information being provided by the Client. It is important that accurate information be provided to DLZ related to areas of each facility accessible to the public or common-use employee areas. Facilities specifically excluded from self-evaluation for ADA compliance due to not having public or common use areas or which are not the Client's facilities are listed below.
- Attendance at meetings other than those specifically provided for within the contract, training, public outreach, etc. efforts will be discussed during contracting given the potential variance in the effort and number of each that can be provided.

DLZ

ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Experience and Qualifications

Staff Experience

DLZ provides comprehensive engineering, architectural, planning, and environmental services to primarily public sector clients. Our staff has training and experience in reviewing a wide variety of facility types for accessibility and preparing ADA Transition Plans for many clients, often to meet state DOT requirements for funding eligibility. Nearly all design projects include consideration of ADA standards and guidelines, whether the project involves new construction or alterations to existing facilities and infrastructure. In addition to ADA compliant design, DLZ has also provided reviews of facilities, policies, and procedures for numerous clients to determine compliance with applicable standards and trained clients to complete their own compliance reviews as requested. DLZ has assisted many of these clients with implementation of our recommendations to find creative compliance solutions. For this project we anticipate utilizing staff to perform the services that are best suited based on their training, experience, and expertise. Our most experienced staff will facilitate client interaction, conduct review of procedures, programs, and policies, and develop the transition plan document. Our QA/QC Manager will monitor the project to verify quality procedures are followed and conduct a final review of all deliverables.

DLZ Staff Internal ADA Training

DLZ has many staff that perform the specialized services of ADA compliance evaluation. This expertise has been developed over many years by our lead ADA specialists and that experience passed on to others as the need for additional staff was apparent to meet client needs and requests for assistance.

DLZ's lead ADA specialists have provided training to all internal staff that assist on our projects. The first phase includes classroom training to review the different standards and guidelines and requirements of each, areas of facilities that are required to be accessible and those that have at least some exemption (e.g., employee work areas), and the tools needed to perform the required measurements according to the technical provisions of the ADA standards. These include the use of iPads, use of ROW software and/or customized data forms to record measurements, photographs, and saving files in real time to the DLZ network to allow for instant review and access. Following the classroom training, staff are teamed with an experienced ADA specialist to inspect different facility and/or ROW types to apply the training in the field. Similar client staff training can be provided for both facilities and ROW.

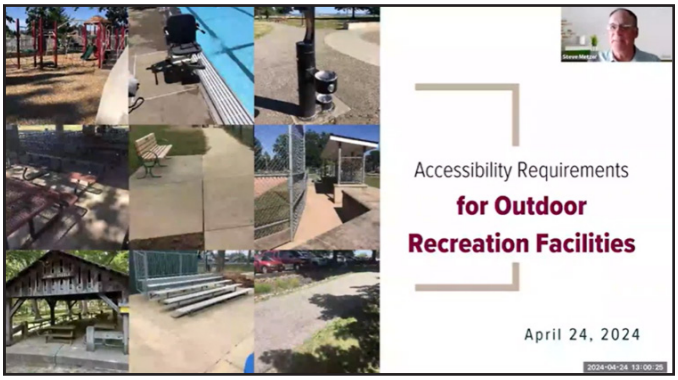
DLZ Staff Continuing Education

DLZ team members have attended many seminars on various ADA topics and keep up-to-date on ADA issues by regularly participating in webinars, monitoring various ADA topic blogs and websites, and subscribing to email list services that distribute information on ADA topics. DLZ is on the ADA National Network and U.S. Department of Justice (USDOJ) email list services to keep current on changes to regulations and guidelines and the status of adoption of the proposed ROW regulations that are pending. Several DLZ Team members have attended the National ADA Symposium to further our understanding of ADA issues nationwide and interact with attendees representing the disabled community, as well as the USDOJ, U.S. Access Board, and other state and federal agencies.



DLZ Presentations and Webinars

In addition to training our staff, DLZ wants our clients to be informed on the requirements of the ADA. We have utilized our expertise to assist numerous clients with ADA compliance by providing a variety of training opportunities at no cost. DLZ has sponsored full day informational seminars entitled "The ADA and Your Community" that provided clients and public agencies with a variety of information on the requirements of the ADA on Title II entities. DLZ has provided educational presentations to representatives of local governments at DLZ-sponsored educational seminars and also prepared an informational guide for Title II entities on the requirements of the ADA that apply to them to help sort through the complex regulations and requirements.





DLZ's Stephen Metzer presenting at an OTEC Conference.

As recognized authorities on the ADA, DLZ staff is requested to present at conferences on ADA topics. DLZ has presented at the annual Indiana Association of Cities and Towns conference, Purdue Road School (the annual technical engineering conference in Indiana), Indiana Society of Professional Engineers, Michigan Public Transit Association, Ohio Transportation Engineering Conference (OTEC), and Transport Chicago.

DLZ has also made several presentations in Michigan, Indiana, Ohio, Kentucky, Illinois, and Tennessee at informational seminars and webinars on ADA requirements for local public agencies, including a webinar during the Covid-19 pandemic on accessibility obligations for Title II agencies that opted to provide virtual online meetings for both their public meetings as well as coordinating with staff working remotely. DLZ staff has also presented a series of webinars on a variety of ADA topics. All training webinars are available on DLZ's YouTube page at https://www.youtube.com/@dlzcorporation.

DLZ's experience and dedication to Title VI and ADA compliance for our clients will provide Opa-locka with the highest quality services during the ADA Transition Plan project. Upon completion, the City will be in a position to begin implementation of the ADA Transition Plan to improve accessibility for everyone to City facilities, programs, and services.

DLZ's ADA Transition Plan Experience

DLZ has significant experience performing similar scope of services as that being requested by Opa-locka. DLZ is uniquely committed to ensuring equal access to all persons to facilities of both public and private entities. Nearly all engineering and architectural design projects have some aspect of ADA compliance. We have taken a special interest in ADA to verify that our projects meet current ADA standards during design and that the design is carried forward into the construction phase. DLZ has provided dozens of clients with a variety of ADA training or self-evaluation services, and **prepared or participated in the preparation of dozens of transition plans for clients in Ohio, Indiana, Florida, Illinois, Texas, Virginia, Michigan, and Tennessee over the past 15 years**. Several of DLZ's clients have contracted with us to assist them in resolving formal and informal complaints. DLZ team members are well versed with the requirements of the ADA regulations and design guides, including the 2010 ADA Standards for Accessible Design (ADASAD), which is the current enforceable standard for new construction and renovations to existing facilities outside of the public ROW. DLZ team members are also familiar with other existing guidelines and best practices, including the recently adopted Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

DLZ has one of the most **comprehensive and cost-effective** ADA accessibility audit processes for facilities, programs, and policies. We find many so-called ADA experts have little more than a basic understanding of the ADA, especially the scoping provisions provided in Section 2 of the ADASAD. Consequently, they may evaluate items that are not required or do not evaluate significant areas of facilities that are required under Title II. Large, national firms are very qualified in most cases, but their lack of local presence and cost of their services is often exorbitant and sometimes even prohibitive for some clients. DLZ provides an excellent balance of highly qualified and knowledgeable staff that provides services for a cost commensurate with the effort involved. DLZ has been able to successfully negotiate a scope and fee for nearly every project we have been awarded.

DLZ's experience in evaluating facilities and client programs for compliance with ADA standards and guidelines is unequaled. In the past several years we have been contracted by dozens of counties, cities, and towns, along with Title III entities, to provide a variety of services on their behalf. DLZ is respected and well known for the excellent work that we have done reviewing the accessibility of their facilities and programs. We continue to assist a number of our clients with implementation of their ADA Transition Plan by providing both design services and continued consultation and advice as issues arise or we learn of new rulemaking or court decisions that could impact them.

ADA Compliance Evaluations

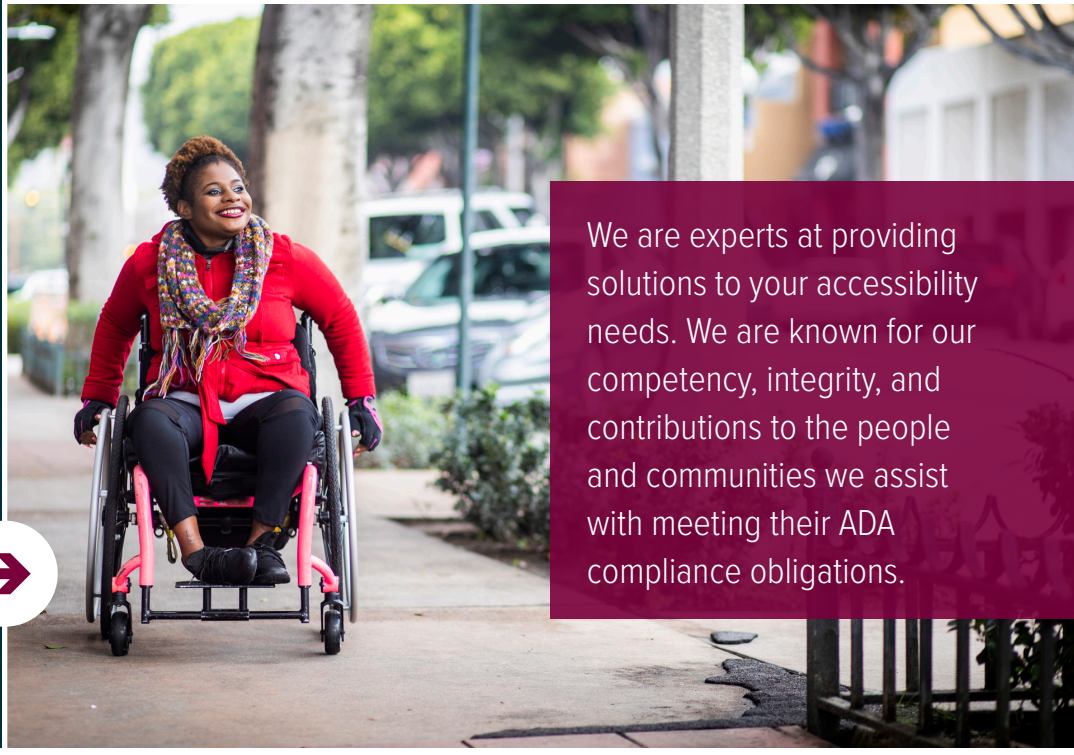
DLZ has performed ADA compliance evaluations for a wide variety of facilities for clients. This allows us to know what to expect at Opa-locka facilities.

- Civic Complexes
- Convention Centers
- Administrative Offices
- Utility and Maintenance Facilities
- Public Safety Facilities
- Field Houses and Stadiums
- Beach Houses
- Waterfront Facilities
- Historic Buildings
- Parking Garages
- Surface Parking Lots
- Libraries
- Transit Stops and Facilities
- Sports Fields
- Senior Centers
- Community Centers
- Meeting/Conference Rooms
- Pools and Splash Pads
- Restrooms
- Locker Rooms/Bathing Facilities
- Seating/Assembly Areas
- Canoe/Boat Launches
- Fishing Platforms
- Play Area/Play Equipment
- Nature Areas and Centers
- Curb Ramps
- Accessible Routes
- Trails and Trailheads
- Picnic Facilities and Amenities
- Golf Courses
- Dog Parks
- Concessions/Equipment Rental
- Correctional Facilities
- Airports
- Retail Shopping Centers
- Courthouses

Our client relationships are built on long-term commitments to mutually benefit everyone. DLZ's clients regularly provide us with additional projects due to the quality of our work, the expertise of our staff, and due to our efforts to do what it takes to make their projects successful.

DLZ's experience on projects with similar scopes allows us to have a complete understanding of the effort involved in all phases of the project, from field data collection to review of policies and procedures to completion of the Transition Plan. This experience will allow us to assign the appropriate staff at the proper time in the schedule to ensure that there are no delays in obtaining information necessary to proceed to the next phase. Our experience also allows us to foresee potential critical path items for the various phases that will require special attention and dedication of staff to complete in a timely manner. In the event that something happens that threatens our schedule, we have the ability to assign additional staff that have the necessary experience and expertise. With over 900 staff corporate-wide, DLZ is able to commit to having enough staff capacity to complete the work on the agreed upon schedule. On projects with firm deadlines, we strive to build in a buffer to allow for unforeseen and unavoidable issues. This buffer is provided by proposing an aggressive schedule to complete projects 30-60 days in advance of firm deadlines and including interim milestones along the way that can be used to measure both progress for scope completion and adherence to the project schedule.

The table that follows identifies many of the most significant projects that primarily included ADA evaluations, transition plans or other reports, and/or training of client staff as a major component over the past 5 years. We are confident that any of these clients, if contacted, would give DLZ the highest recommendation for our ADA services. Some client contacts may have moved on or may no longer be employed by the listed client. Contact information is accurate as of our last interaction with these individuals. In the interest of reducing our submittal, we have not included individual project profiles, which are available for the listed projects upon request.



We are experts at providing solutions to your accessibility needs. We are known for our competency, integrity, and contributions to the people and communities we assist with meeting their ADA compliance obligations.

Project Team

City of Opa-locka



Principal In Charge
Eric Beaulieu, AIA, LEED AP



Project Manager
Stephen Metzer, AICP, PWS *



Quality Manager
Sara Huss, PLA, CPESC, LEED AP *

Planners / ADA Specialists
Lauren Holtz *
Brian Shamburger, PE, PTOE * (Kimley-Horn)
Erin Eurek, PE * (Kimley-Horn)
Matt Pool, PE * (Kimley-Horn)

* Resume Included

DLZ » ADA Metrics

Over **78** ADA Compliance Services Clients

- » **19** Counties
- » **44** Cities/Towns
- » **1** State DOT

Over **640** Facilities Evaluated

Over **405** Parks Evaluated

Over **30,000** Curb Ramps Evaluated

Over **2,055** Miles of ROW Evaluated

Over **76** Transition Plans/Reports Prepared

What Makes DLZ Unique?

We believe that our team is uniquely qualified for this project for a variety of reasons, including:

- » The experience of our team members is directly applicable to the services involved with this project, including evaluation of ADA compliance of various facility types and amenities at each, training of client staff, and preparation of SETP plans. The organizational chart outlines the team of DLZ's professional staff members proposed for the successful completion of this project.
- » DLZ has a long history of providing ADA compliance evaluations and design services to clients throughout the U.S.
- » Our project manager, and other team members, strive to stay current and updated on ADA issues.
- » DLZ team members are well versed with the requirements of the ADA regulations and design guides, including the 2010 ADA Standards for Accessible Design (ADASAD).



Stephen Metzer, AICP, SPWS

Project Manager

Stephen has been involved with ADA accessibility compliance reviews for a wide variety of clients, from governmental agencies of many sizes to private businesses. He has developed into DLZ's Lead ADA Specialist, with a significant proportion of his time spent on ADA compliance projects. His ADA work has spanned multiple states, including in Florida, Ohio, Michigan, Indiana, Illinois, and Tennessee. He continues to assist a number of clients working to implement the Transition Plan developed by DLZ.

Stephen has extensive knowledge of the ADA standards and guidelines for both ROW and non-ROW facilities, as well as the requirements of local governments for conducting self-evaluations and preparing transition plans. He has performed evaluations of policies and procedures for various Title II clients to verify that they do not present barriers to access and has developed a variety of methods to provide access that do not always require expensive engineering or architectural design and construction. He has attended a number of webinars, seminars, and training courses on ADA compliance, including several National ADA Symposia. As a recognized authority on ADA, Stephen has presented information about ADA at many conferences and DLZ-sponsored seminars on a variety of topics. He presented an ADA webinar series that included several webinars, which can be viewed on DLZ's YouTube Channel (search "DLZ Corporation") and provided training for clients that are intent on performing their own ADA compliance work.

EDUCATION

B.S. Biology, Central Michigan University

CERTIFICATIONS

American Institute of Certified Planners #017270

Senior Professional Wetland Scientist, Society of Wetland Scientists #000473

TRAINING / ADA WEBINARS

National ADA Symposium

- Kansas City, MO, 2023
- Remote, 2021, 2022
- Dallas, TX, 2019
- Pittsburgh, PA, 2018
- Chicago, IL, 2017
- San Antonio, TX, 2013
- Indianapolis, IN, 2012

Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way

Special Session - "Notice of Proposed Rulemaking on Accessibility Guidelines for Public Rights of Way"

DOJ's 2010 Americans with Disabilities Act (ADA) Accessibility Standards, ADA National Network and the U.S. Access Board

Accessibility in the Public ROW, MDOT Transportation Bonanza 2

Project Experience

- Tallahassee Senior Center ADA Compliance Evaluation, Tallahassee, FL
- City of Columbus Recreation & Parks Department ADA Self-Evaluation and Transition Plan, Columbus, OH
- Kensington Nature Center Restroom ADA Compliance Evaluation, Huron-Clinton Metroparks Authority, Brighton, MI
- Tippecanoe County Parks & Recreation ADA Self-Evaluation and Transition Plan, Lafayette, IN
- City of Dayton ADA Self-Evaluation and Transition Plan, Dayton, OH
- City of Lakewood ADA Self-Evaluation and Transition Plan, Lakewood, OH
- Henry County ADA Self-Evaluation and Transition Plan, New Castle, IN
- City of Piqua ADA Self-Evaluation and Transition Plan, Piqua, OH
- City of Marietta ADA Self-Evaluation and Transition Plan, Marietta, OH
- City of Gatlinburg ADA Self-Evaluation and Transition Plan, Gatlinburg, TN
- City of Pigeon Forge ADA Self-Evaluation and Transition Plan, Pigeon Forge, TN
- City of Oak Ridge ADA Self-Evaluation and Transition Plan, Oak Ridge, TN
- Maryville-Alcoa-Blount County Parks & Recreation Commission ADA Self-Evaluation and Transition Plan, Maryville, TN
- City of San Angelo ADA Self-Evaluation and Transition Plan, San Angelo, TX
- City of Falls Church ADA Self-Evaluation and Transition Plan, Falls Church, VA
- Indianapolis Zoo ADA Accessibility Review, Indianapolis Zoological Society, Indianapolis, IN



Sara Huss, PLA, CPESC, LEED AP

Quality Manager

Sara has developed a specialty in designing for accessibility on a variety of projects. She has been instrumental in the completion of numerous Self Evaluations and Transition Plans (SETP) for municipalities. Her experiences have included performing the compliance evaluations as well as training others. She has furthered her knowledge by attending continuing education such as the National ADA Symposium and INDOT's Designing Pedestrian Facilities for Accessibility. Her site layout experience combined with her knowledge with ADA compliance has enabled her to develop sensible solutions for non-compliant situations.

Project Experience

- Morgan County ADA Self-Evaluation and Transition Plan, Martinsville, IN
- City of Oak Ridge ADA Self-Evaluation and Transition Plan, Oak Ridge, TN
- City of Sevierville ADA Self-Evaluation and Transition Plan, Sevierville, TN
- City of Maryville ADA Self-Evaluation and Transition Plan, Maryville, TN
- Blount County ADA Self-Evaluation and Transition Plan, Maryville, TN
- City of Columbus, IN, ADA Self-Evaluation and Transition Plan, Columbus, IN
- City of Greenfield ADA Self-Evaluation and Transition Plan, Greenfield, IN
- Bartholomew County ADA Self-Evaluation and Transition Plan, Columbus, IN
- Clinton County ADA Self-Evaluation and Transition Plan, Frankfort, IN
- Lawrence County ADA Self-Evaluation and Transition Plan, Bedford, IN
- Brown County ADA Self-Evaluation and Transition Plan, Nashville, IN
- Harrison County ADA Self-Evaluation and Transition Plan, Corydon, IN
- Johnson County ADA Self-Evaluation and Transition Plan, Franklin, IN
- Montgomery County ADA Self-Evaluation and Transition Plan, Crawfordsville, IN
- Town of LaGrange ADA Self-Evaluation and Transition Plan, LaGrange, IN

EDUCATION

B.S. Landscape Architecture,
Purdue University

REGISTRATIONS

Professional Landscape Architect:

- Illinois #157001345
- Indiana #LA21000063
- Ohio #LA1101258
- Michigan #3901001556
- Kentucky #913

AFFILIATIONS

American Society of Landscape Architects

Indiana Chapter of ASLA

Indiana Chapter of the U.S. Green Building Council

CERTIFICATIONS

Certified Professional in Erosion and Sediment Control #7485

Council of Landscape Architectural Registration Boards (CLARB) #19183

LEED Accredited Professional

TRAINING / ADA WEBINARS

PSMJ Project Manager Training

National ADA Symposium

INDOT Designing Pedestrian Facilities for Accessibility

DLZ



Lauren Holtz

Planner / ADA Specialist

Lauren is a planner with experience at DLZ including a number of tasks related to Americans with Disabilities Act and Title VI of the Civil Rights Act compliance and collection of social, environmental, and economic information for a variety of planning projects. She has reviewed a variety of facility types for ADA compliance for government clients and assisted with various aspects of ADA Transition Plan preparation.

Project Experience

- City of Columbus Recreation & Parks Department ADA Self-Evaluation and Transition Plan, Columbus, OH
- City of Lakewood ADA Self-Evaluation and Transition Plan, Lakewood, OH
- Tippecanoe County Parks & Recreation ADA Self-Evaluation and Transition Plan, Lafayette, IN
- Huntington County ADA Self-Evaluation and Transition Plan Update, Huntington County, IN
- Henry County ADA Transition Plan, Henry County, IN
- City of San Angelo ADA Self-Evaluation and Transition Plan, San Angelo, TX
- City of Falls Church ADA Self-Evaluation and Transition Plan, Falls Church, VA
- City of Marietta ADA Self-Evaluation and Transition Plan, Marietta, OH
- City of Lebanon Title VI Plan Update, Lebanon, IN
- City of Huntington Title VI Plan Update, Huntington, IN
- Town of Silver Lake Title VI Implementation Plan, Silver Lake, IN

EDUCATION

B.S. Urban and Regional Planning, Eastern Michigan University

ADA / WEBINARS

National ADA Symposium

- Minneapolis, MN
- Remote

DOJ's 2010 Americans with Disabilities Act (ADA) Accessibility Standards, ADA National Network and the U.S. Access Board



Brian Shamburger, PE, PTOE

ADA Specialist (Kimley-Horn)

Brian brings experience in transportation engineering and accessible pedestrian facility design. Over the past 13 years, he has become an expert in the field of accessibility, helping numerous municipalities and Title II agencies across the country perform Self-Evaluations and develop ADA Transition Plans. Each of the plans he has managed has also included extensive staff training on the technical aspects of ADA. Brian has also worked with numerous municipalities and state DOTs across the country to host roundtables on ADA Transition Plan requirements and is a recurring instructor at the National ADA Symposium.

Project Experience

- Columbus Parks and Recreation Department ADA Audit and Transition Plan, Columbus, OH
- Jupiter ADA Transition Plan, Jupiter, FL
- Smyrna ADA Self-Evaluation and Transition Plan, Smyrna, TN
- Bryan ADA Self-Evaluation and Transition Plan, Bryan, TX
- College Station ADA Self-Evaluation and Transition Plan, College Station, TX
- DeSoto ADA Self-Evaluation and Transition Plan, DeSoto, TX
- Mesquite ADA Self-Evaluation and Transition Plan, Mesquite, TX
- Garland ADA Self-Evaluation and Transition Plan, Garland, TX
- Oklahoma Department of Transportation ADA Self-Evaluation and Transition Plan, Statewide, OK
- Tulsa ADA Self-Evaluation and Transition Plan, Tulsa, OK
- Norman ADA Self-Evaluation and Transition Plan, Norman, OK
- Tennessee Department of Transportation ADA Self-Evaluation and Transition Plan, Statewide, TN
- Johnson City ADA Self-Evaluation and Transition Plan, Johnson City, TN
- Germantown ADA Self-Evaluation and Transition Plan, Germantown, TN
- Hendersonville ADA Transition Plan, Hendersonville, TN

EDUCATION

M.S. Civil Engineering, Texas A&M University
B.S. Civil Engineering, Texas A&M University

REGISTRATIONS

Professional Engineer

- Texas #86377
- Oklahoma #24378
- Professional Traffic Operations Engineer #2125

AFFILIATIONS

Institute of Transportation Engineers (ITE), Member



Erin Eurek, PE

ADA Specialist (Kimley-Horn)

Erin has over 16 years of traffic, transportation, and accessibility experience with Kimley-Horn and more than three years of research experience with the Texas Transportation Institute. Erin spearheaded the development of Kimley-Horn's ADA data collection, data processing, and data management application (KADA) that has been used to complete ADA Transition Plan projects nationwide. Erin has developed and taught trainings to multiple municipal and state agencies on the design of pedestrian facilities in the public rights-of-way based on her practical experience as a design engineer and comprehensive knowledge of the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public-Right-of-Way (PROWAG).

EDUCATION

M.E. Civil Engineering, Texas A&M University
B.S. Civil Engineering, Texas A&M University

ADA / WEBINARS

Professional Engineer

- Texas #107284
- Professional Traffic Operations Engineer #2125
- TxDOT Pre-certifications: 8.1.1, 8.3.1, 9.1.1

AFFILIATIONS

Institute of Transportation Engineers (ITE), Member

Project Experience

- Manhattan ADA Self-Evaluation and Transition Plan, Manhattan, KS
- Davie ADA Self-Evaluation and Transition Plan, Davie, FL
- Carlsbad ADA Self-Evaluation and Transition Plan, Carlsbad, CA
- Lewisville ADA Self-Evaluation and Transition Plan, Lewisville, TX
- Yuma ADA Self-Evaluation and Transition Plan, Yuma, AZ
- Sparks ADA Self-Evaluation and Transition Plan, Sparks, NV
- Sumter County Sidewalk Master Plan, Sumter County, FL
- Plantation ADA Self-Evaluation and Transition Plan, Plantation, FL
- Delray Beach ADA Self-Evaluation and Transition Plan, Delray Beach, FL
- Hollywood ADA Self-Evaluation and Transition Plan, Hollywood, FL
- Flower Mound ADA Self-Evaluation and Transition Plan, Flower Mound, TX
- Angleton ADA Self-Evaluation and Transition Plan, Angleton, TX
- TxDOT Pedestrian Access Inventory, Statewide, TX
- Dallas ADA Self-Evaluation and Transition Plan, Dallas, TX
- Dunedin ADA Self-Evaluation and Transition Plan, Dunedin, FL
- Payson ADA Self-Evaluation and Transition Plan, Payson, AZ



Matt Pool, PE

ADA Specialist (Kimley-Horn)

Matt has research experience with the University of Texas Center for Transportation Research and practical experience with the transportation planning and traffic operations team at Kimley-Horn. Since joining Kimley-Horn, Matt has worked on projects involving accessibility, traffic signal design, traffic impact analyses, bicycle striping plans, and roadway impact fees. Today, Matt's primary focus is on the development of ADA Self-Evaluations and Transition Plans where he serves as the Project Manager and accessibility specialist for projects across the nation.

EDUCATION

M.S. Transportation Engineering, University of Texas

B.S. Civil Engineering, University of Texas

REGISTRATIONS

Professional Engineer

- Texas #123334

AFFILIATIONS

Institute of Transportation Engineers (ITE), Member

American Society of Civil Engineers (ASCE), Member

Project Experience

- Columbus Parks and Recreation Department ADA Audit and Transition Plan, Columbus, OH
- Denton ADA Self-Evaluation and Transition Plan, Denton, TX
- Gallatin ADA Self-Evaluation and Transition Plan, Gallatin, TN
- City of North Lauderdale ADA Self-Evaluation and Transition Plan, North Lauderdale, FL
- City of Northport ADA Self-Evaluation and Transition Plan, Northport, AL
- Saginaw ADA Self-Evaluation and Transition Plan, Saginaw, TX
- Fate ADA Self-Evaluation and Transition Plan, Fate, TX
- Baytown ADA Self-Evaluation and Transition Plan, Baytown, TX
- Prosper ADA Self-Evaluation and Transition Plan, Prosper, TX
- Boerne ADA Self-Evaluation and Transition Plan, Boerne, TX
- Boca Raton ADA Self-Evaluation and Transition Plan, Boca Raton, FL
- Port Orange ADA Self-Evaluation and Transition Plan, Port Orange, FL
- Winter Haven ADA Self-Evaluation and Transition Plan, Winter Haven, FL
- Oakland Park ADA Self-Evaluation and Transition Plan, Oakland Park, FL
- Wildwood ADA Self-Evaluation and Transition Plan, Wildwood, FL
- Las Cruces ADA Self-Evaluation and Transition Plan, Las Cruces, NM
- Harrisburg ADA Self-Evaluation and Transition Plan, Harrisburg, NC
- East Point ADA Self-Evaluation and Transition Plan, East Point, GA
- Peoria ADA Self-Evaluation and Transition Plan, Peoria, AZ

Project Experience

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks/ Recreation Facilities	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/ Programs/Procedures	Outreach to Disability Advocates	Transition Plan/ Report Preparation
DLZ Self-Evaluation and/or Transition Plan (SETP) for Title II Clients									
City of Las Cruces ADA SETP** 700 North Main Street, Suite 2200, Las Cruces, New Mexico, 88004 Contact: Saron McKee, (575) 528-3227, smckee@lascruces.gov	111,385	(08/ 2025)	9	0	n/a	n/a	✓	✓	✓
City of Falls Church ADA SETP** 300 Park Avenue, #103 East, Falls Church, VA 22046 Contact: Tara Hoff, (703) 248-5308, tpuzin@fallschurchva.gov	14,658	(07/ 2025)	9	12	n/a	n/a	✓	✓	✓
City of San Angelo ADA SETP** 72 W. College Avenue, San Angelo, TX 76102 Contact: Theresa James, (325) 657-4407, theresa.james@cosatx.us	99,893	(05/ 2025)	24	0	n/a	n/a	✓	✓	✓
Village of Burr Ridge ADA SETP** 451 Commerce Street, Burr Ridge, IL 60527 Contact: David Preissig, (630) 323-4733, dpreissig@burr-ridge.gov	11,192	(02 2025)	4	0	n/a	n/a	✓	✓	✓
City of Elkhart ADA SETP Update 229 S. Second Street, Elkhart, IN 46516 Contact: Jeffrey Schaffe, (574) 293-2572	53,923	(12 2024)	2	6	n/a	n/a			✓
Tipton County ADA SETP Update 101 E. Jefferson Street. Tipton, IN 46072 Contact: Sherri Crawford, (765) 675-4508	15,359	08/ 2024	7	0	n/a	n/a	✓		✓
Harrison County ADA SETP Update 1359 Old Highway 135 SW, Corydon, IN 47112 Contact: Kevin Russel, (812) 738-2920, K.Russel@harrisoncounty.in.gov	39,654	08/ 2024	1	0	3.5	20	✓		✓
Tippecanoe County Parks ADA SETP 20 North 3rd Street, Lafayette, IN 47901 Contact: Paula Bennett, (765) 423-9215, plbennett@tippecanoe.in.gov	186,251	(10/ 2024)	0	12	n/a	n/a	✓		✓
City of New Haven ADA SETP 815 Lincoln Highway, New Haven, IN 46774 Contact: Richard Lower, (260) 748-7057, RLower@newhaven.in.gov	14,794	07/ 2024	4	0	58*	260 INT*	✓		✓
City of Columbus Recreation and Parks (Phase 1)** 1111 E. Broad Street, S. 101, Columbus, OH 43205 Contact: Kathy Spatz, (614) 645-0487, KASpatz@Columbus.gov	905,748	TBD	24 Community/Recreation Centers & 1 Aquatic Center, 4 outdoor pools, 1 indoor athletic complex, 2 Outdoor Education Centers, and 6 shelterhouses/lodges						✓
City of Lakewood ADA SETP 12650 Detroit Avenue, Lakewood, OH 44107 Contact: Michelle Nochta, (216) 529-5906, Michelle.Nochta@lakewoodoh.gov	52,131	10/ 2023	15	18	170	1436 CR	✓	✓	✓

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks/ Recreation Facilities	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/ Programs/Procedures	Outreach to Disability Advocates	Transition Plan/ Report Preparation
Town of Silver Lake SETP P.O Box 159, Silver Lake, IN 46982 Contact: Tonya Conley (260) 352-2120	872	11/ 2023	4	2	3	89 CR	✓	✓	✓
City of Dayton ADA SETP 101 W. Third Street, Dayton, OH 45402 Contact: Andrew Marks, (937) 333-3857, Andrew.Marks@daytonohio.gov	140,640	01/ 2024	56	68	TBD	TBD*	✓	✓	✓
City of Marietta ADA SETP* 304 Putnam Street, Marietta, OH 45750 Contact: Dave Hendrickson, (740) 373-5495, davehendrickson@mariettaoh.net	14,085	08/ 2024	23	15	60	980 CR*	✓	✓	✓
City of Tallahassee SETP, Task Order 1** 1400 N. Monroe Street, Tallahassee, FL 32303 Contact: Patti Wallace, (850) 891-4035, Patricia.Wallace@talgov.com	201,731	TBD	1 Senior Center	0	n/a	n/a			✓
Henry County ADA SETP 101 S. Main Street, New Castle, IN 47362 Contact: Stephanie Whitehead, (765) 591-6089, swhitehead@henrycounty.in.gov	48,914	09/ 2024	8	1	n/a	n/a	✓	✓	✓
City of Huntington ADA SETP Update 300 Cherry Street, Huntington, IN 46750 Contact: Ronda Smelser, (260) 356-1400 x 204, ronda.smelser@huntington.in.us	17,022	03/ 2024	11	12	n/a	n/a	✓		✓
Huntington County ADA SETP Update 201 N. Jefferson Street, Huntington, IN 46750 Contact: Stefanie Barrioz, (260) 355-2329, Stefanie.Barrioz@huntington.in.us	36,662	07/ 2023	4	n/a	n/a	n/a	✓		✓
Town of Galveston ADA SETP 825 S. Barr Street, Galveston, IN 46932 Contact: Cindy Leduc, (765) 210-4415, openward@townofgalveston.in.gov	1,311	07/ 2023	5	1	4	114 CR	✓	✓	✓
Clark County ADA SETP 501 East Court Avenue, Jeffersonville, IN 47130 Contact: Brian Dixon, (812) 285-6276	121,738	11/ 2022	11	0	36	130 INT	✓	✓	✓
Morgan County ADA SETP 180 S. Main St., Martinsville, IN 46151 Contact: Josh Messmer, (765) 342-1007	68,894	10/ 2022	11	3	n/a	n/a	✓	✓	✓
Hamilton County ADA SETP One Hamilton Co. Sq., St. 308, Noblesville, IN 46060 Contact: Steven Rushforth, (317) 770-1976, Steven.Rushforth@hamiltoncounty.in.gov	347,467	04/ 2022	15	15	n/a	n/a	✓	✓	✓
City of Lebanon ADA SETP 401 S. Meridian St., Lebanon, IN 46052 Contact: Derek Warren, (765) 482-8845, dwarren@lebanon.in.gov	15,792	04/ 2021	11	1	n/a	n/a	✓	✓	✓

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks/ Recreation Facilities	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/ Programs/Procedures	Outreach to Disability Advocates	Transition Plan/ Report Preparation
City of Terre Haute SETP 17 Harding Avenue, Terre Haute, IN 47807 Contact: Josey Daugherty, (812) 244-4929	60,785	02/ 2021	18	30	330*	6967	✓	✓	✓
City of Angola ADA SETP 210 N. Public Square, Angola, IN 46703 Contact: Amanda Cope, (260) 665-6748	8,655	03/ 2020	11	3	n/a	n/a	✓	✓	✓
Town of French Lick ADA SETP Update 7949 W. Hunters Run Dr, French Lick, IN 47432 Contact: Clint Roos, (812) 936-4737	1,781	06/ 2022	7	3	9	230 CR	✓	✓	✓
Vigo County ADA SETP 121 Oak St., Terre Haute, IN 47807 Contact: Larry Robbins, (812) 462-3419	107,848	06/ 2019	12	10	0	0	✓	✓	✓
City of Pigeon Forge ADA SETP 170 Community Center Dr., Pigeon Forge, TN 37738 Contact: Lanny Goodwin, (865) 429-7373, lgoodwin@cityofpigeonforgetn.gov	5,875	07/ 2020	12	3	45*	80 INT*	✓	✓	✓
City of Piqua ADA SETP 201 W. Water St., Piqua, OH 45356 Contact: Chris Schmiesing, (937) 778-2049 x 3235, cschmiesing@piquaoh.gov	20,522	10/ 2022	13	15	TBD*	1729*	✓	✓	✓
City of Gatlinburg ADA SETP 1230 East Parkway, Gatlinburg, TN 37738 Contact: Michele Diebold, (865) 436-1414, micheled@gatlinburgtn.gov	3,944	12/ 2019	25	2	25*	40 INT*	✓	✓	✓
City of Oak Ridge ADA SETP 100 Woodbury Lane, Oak Ridge, TN 37830 Contact: Bryan Mills, (865) 425-1807, bmills@oakridgetn.gov	29,330	06/ 2020	13	22	145*	400 INT*	✓	✓	✓
Maryville-Alcoa-Blount County Parks & Recreation 316 S. Everett High Road, Maryville, TN 37804 Contact: Joe Huff, (865) 983-1777, joe@parksrec.com	N/A	12/ 2020	1	0	0	n/a	✓	✓	✓
City of Maryville ADA SETP 404 W. Broadway Street, Maryville, TN 37801 Contact: Leland Blackwood, (865) 273-3430, lblackwood@maryville-tn.gov	28,703	05/ 2019	9	7	66*	150 INT*	✓	✓	✓
City of Sevierville ADA SETP 310 Robert Henderson Rd., Sevierville, TN 37864 Contact: Bryon Fortner, (865) 868-1777, bfortner@seviervilletn.org	16,355	01/ 2020	17	9	50*	365 INT*	✓	✓	✓
City of Alcoa ADA SETP 223 Associates Blvd., Alcoa, TN 37701 Contact: Andy Sonner, (865) 380-4806	8,449	08/ 2019	10	9	32*	528 CR*	✓	✓	✓

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks/ Recreation Facilities	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/ Programs/Procedures	Outreach to Disability Advocates	Transition Plan/ Report Preparation
Blount County ADA SETP 389 Court Street, Maryville, TN 37801 Contact: Don Stallions, (865) 273-5772, dstallions@blounttn.org	126,339	02/ 2019	10 + 34* polling places	6	n/a	n/a	✓	✓	✓
ADA Compliance Assessments/Assist with Complaint Resolution (no complete Transition Plan)									
Confidential Hotel Client Michigan	n/a	On-going	DLZ is assisting a confidential hotel client with resolution and settlement of an ADA lawsuit alleging non-compliance of several areas of the hotel. DLZ evaluated various areas of the facility included in the complaint and provided guidance to the owner and their legal counsel.						
Trifecta Apartments Site Evaluation Nv5 Corporation, 4580 Stephen Circle, Suite 300, Akron, OH 44333 Contact: Jamie Ziemba, (800) 787-8397 x 15154	n/a	01/ 2024	DLZ evaluated parking and site accessible routes, as well as the community pool and restroom building, for an apartment complex located in Louisville, Kentucky, that was proposed for a real estate transaction. DLZ evaluated compliance and provided the client with a report of our findings.						
Mount Prospect ADA Compliance 1700 W. Central Road, Mount Prospect, IL 60056 Contact: Matt Lawrie, (847) 870-5640, MLawrie@mountprospect.org	54,167	03/ 2023	DLZ compiled a listing, including maps, of the location of all facilities subject to ADA compliance for Title II entities and performed an evaluation of existing policies and procedures in place. Provided training presentations to village staff on ADA requirements and PROWAG.						
Coleman A. Young Municipal Center ADA Accessibility Compliance Review Detroit-Wayne Joint Building Authority 2 Woodward Avenue, Suite 1316, Detroit, MI 48226 Contact: Greg McDuffie, (313) 309-2300	n/a	02/ 2021	DLZ evaluated the two “towers” of the CAYMC, which includes a 14-story office tower housing many city of Detroit and Wayne County departments and a 20-story court tower that includes operations of several courts and administration. DLZ evaluated compliance of all public areas and provided a report of our findings.						
Dollar General-Toledo ADA Site Evaluation Fuhrmann Engineering Contact: Gina Fuhrmann, (217) 529-5577	n/a	12/ 2021	DLZ evaluated parking and site accessible routes for a Dollar General commercial location that was subject of a civil action. DLZ evaluated compliance and provided client with a report of our findings.						
Campus Point Apartments ADA Site Evaluation Glen Una Properties, Austin, TX Contact: Chris Moore, (512) 494-5952	n/a	12/ 2021	DLZ evaluated parking and site accessible routes for an apartment complex located in Kent, Ohio, that was proposed for a real estate transaction. DLZ evaluated compliance and provided client with a report of our findings.						
Smoky Mountain Knife Works ADA Evaluation P.O. Box 4430, Sevierville, Tennessee 37864 Contact: Earnie Maples, (865) 363-3634	1.5 million visitors	08/ 2020	DLZ performed an ADA compliance evaluation for all public areas and employee back-of-house common areas at a 108,000 square foot sporting goods store, with a report of our findings provided to the client.						
City of Perrysburg Municipal Complex ADA Compliance Evaluation City of Perrysburg, 201 W. Indiana Avenue, Perrysburg, Ohio 43551 Contact: Bridgette Kabat, (419) 872-8010, bkabat@ci.perrysburg.oh.us	20,623	07/ 2018	DLZ reviewed compliance of the City Hall, Police Department, and shared entry foyer and provided client with a report of our findings.						

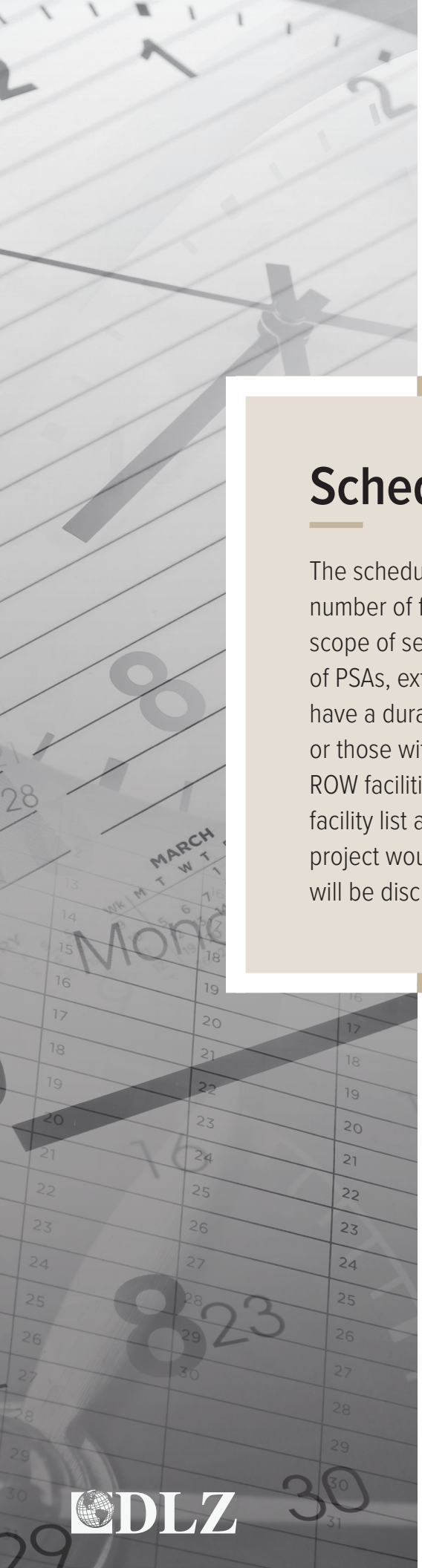
Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks/ Recreation Facilities	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/ Programs/Procedures	Outreach to Disability Advocates	Transition Plan/ Report Preparation
Wayne County Airport Authority (WCAA) Detroit Metro Airport-McNamara Terminal ADA Evaluation L.C. Smith Building-Mezzanine, Detroit, MI 48242 Contact: JP Minear, (734) 247-7370	35 million	09/ 2019	DLZ reviewed compliance at the McNamara Terminal and provided client with a report of our findings.						
U.S. Postal Service, Glenn Post Office 6988 114th Avenue, Glenn, MI 49090 Contact: Bruce Adams, (630) 295-6292	n/a	02/ 2020	Review of accessibility of small town post office and prepared a report of our findings.						

NOTE: Some client contacts may not be valid due to retirements or staff turnover.

* Data collected by subconsultant or client for analysis by DLZ. ** DLZ was a subconsultant and may not provide all services for this client.



INNOVATIVE IDEAS
EXEXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE



Schedule

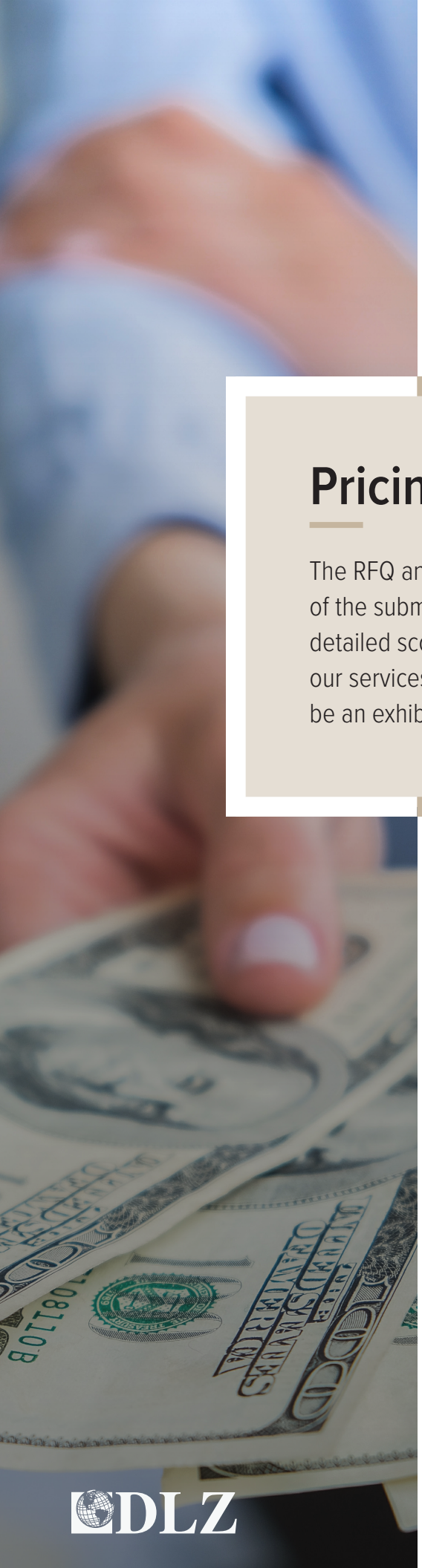
The schedule and duration of ADA Transition Plan projects varies based on a number of factors, including the number and types of facilities included within the scope of services, other scope items included within the contract such as review of PSAs, extent and types of public outreach, etc. Typically, these types of projects have a duration of at least 6 months, with 9-12 being most typical. Larger projects or those with extensive public outreach and which often include review of public ROW facilities often require up to 18 months or more to complete. Based on the facility list and scope items included in the RFQ, it is likely that the Opa-locka project would be completed in approximately 9-12 months. A detailed schedule will be discussed and included in the contract during negotiations.

DLZ

ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

SECTION 7



Pricing of Services

The RFQ and response to questions confirmed that no pricing is required as part of the submittal response. Upon selection DLZ would anticipate development of a detailed scope of work and schedule that also provides a breakdown of the cost of our services in the format requested by the City. These documents would typically be an exhibit to the contract executed by DLZ for the project.



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SECTION 8



References

The best method for determining DLZ's capability of meeting the needs of our clients is to talk directly with them. In addition to the contacts listed in our profiles, we encourage you to contact the following references and discuss our ability to meet your goals.

City of Lakewood, Ohio

Ms. Michelle Nochta, Planner/ADA Coordinator

12650 Detroit Avenue, Lakewood, OH 44107
Michelle.Nochta@lakewoodoh.net | 216.529.5906

City of Dayton, Ohio

Mr. Andrew Marks, Senior Engineer II

Department of Public Works, Civil Engineering
Dayton, OH 45402
Andrew.Marks@daytonohio.gov | 937.333.3857

City of Terre Haute, Indiana

Mr. Josey Daugherty, Staff Engineer

17 Harding Avenue, Terre Haute, IN 47807
josey.daugherty@terrehaute.in.gov | 812.244.4929

Hamilton County, Indiana

Mr. Steven Rushforth, ADA Coordinator/Safety and Risk Manager

1 Hamilton County Square, Suite 308, Noblesville, IN 46060
Steven.Rushforth@hamiltoncounty.in.gov | 317.770.1976

City of Lebanon, Indiana

Mr. Derek Warren, Deputy Director of Planning

401 S. Meridian Street, Lebanon, IN 46052
dwarren@lebanon.in.gov | 765.482.8844

City of Huntington, Indiana

Ms. Ronda Smelser, Director of Human Resources and Compliance

300 Cherry Street, Huntington, IN 46750
Ronda.Smelser@huntington.in.gov | 260.356.1400 x 2026

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Additional Forms

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: DLZ Florida, LLC

   Address: 401 Bay Street

   City, State, Zip: Green Cove Springs, Florida 32043 Phone/Fax: 904.539.7901

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

3. If Corporation, state:
   Date of Incorporation: 2/4/2014 State in which Incorporated: State of 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:

Eric Beaulieu, Vice President	January 2023

6. The length of time in business: 108 years

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

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 Eric Beaulieu, Vice President

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 Eric Beaulieu the
(Name)

Vice President of DLZ Florida, LLC
(Title/Position) (Company)

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

10/2/24
Date

Signature

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

(1) He/She/They is/are the Vice President (Owner, Partner, Officer, Representative or Agent) of DLZ Florida, LLC the PROPOSER that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Eric Beaulieu, Vice President
Print Name and Title

ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ OHIO
COUNTY OF ~~MIAMI-DADE~~ FRANKLIN

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: Eric Beaulieu, Vice President

Sworn and subscribed before me this

2 day of October, 2024

Debra M Beck
Notary Public
State of ~~Florida~~ OHIO at Large

My commission expires: 05-13-2028

NOTARIAL SEAL STATE OF OHIO

Debra M. Beck
Notary Public, State of Ohio
Commission Expires 05-13-2028

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: Eric Beaulieu, Vice President

State of ~~Florida~~ OHIO County of FRANKLIN
The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations this 2 day of October, 2024.
By Eric Beaulieu
Personally known X OR produced identification _____

Debra M Beck
Notary Public
My Commission Expires 05-13-2028

NOTARIAL SEAL STATE OF OHIO

Debra M. Beck
Notary Public, State of Ohio
Commission Expires 05-13-2028

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.

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) ll persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) ll 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: DLZ Florida, LLC

Authorized Signature: _____

Print Name: Eric Beaulieu

Title: Vice President

Date: 10/2/24

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AGREEMENT FOR ARCHITECTURE AND ENGINEERING SERVICES

This Agreement for Architecture And Engineering Services ("Agreement") is entered into as of this **[DAY]** day of **[MONTH]**, 20**[_____]**, by and between **[NAME OF DLZ COMPANY]** ("DLZ") located at **[ADDRESS OF DLZ COMPANY]** and **[NAME OF CLIENT]** ("Client") located at **[CLIENT ADDRESS]**.

Client desires to hire DLZ to perform certain services in connection with **[NAME OF PROJECT]** ("Project"), and DLZ desires to assist Client, as provided in this Agreement.

In consideration of the premises, mutual covenants, and agreements set forth in this Agreement, Client and DLZ, each on behalf of itself, its successors, and its assigns, agree as follows:

1. Scope of Services

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

2. Compensation

a. DLZ shall be compensated for its Services as set forth in Exhibit **[_____]**.

b. DLZ shall invoice Client monthly for DLZ's professional fees earned and expenses incurred, and Client shall pay all undisputed amounts to DLZ within thirty (30) days of the date of each invoice.

3. Period of Performance

DLZ agrees to commence performance of Services upon receipt of a written "Notice to Proceed." Client recognizes that DLZ's Services may be conditioned upon Client's review of DLZ's work and/or the timely performance and completion of certain activities by Client. DLZ shall not be held liable for delays in performance of its Services to the extent caused by persons, events, or circumstances for which DLZ is not responsible.

4. Client Responsibility

a. Other than information for which DLZ is responsible under this Agreement, Client shall provide DLZ, in a timely fashion, all information reasonably required for performance of the Services.

b. Client designates **[NAME OF COORDINATOR OF PROJECT]** as Client's Project coordinator.

c. Client shall provide DLZ reasonable access to the all Project premises necessary for performance of the Services.

5. Independent Contractor

It is understood and agreed that DLZ is providing its Services as an independent contractor, and that DLZ's employees shall not be considered employees of the Client.

6. Termination

If either party should materially fail to fulfill its obligations under this Agreement, the other party may terminate this Agreement if the breaching party fails to cure the breach within thirty (30) days after the nonbreaching party provides written notice to the breaching party identifying the breach and advising of its intent to terminate the Agreement if the breach is not timely cured. DLZ shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay DLZ all fees and expenses accrued for Services rendered in accordance with this Agreement up to the effective date of any termination.

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7. Insurance

During the term of this Agreement DLZ shall maintain, at DLZ's expense, the following insurance coverage:

a.	Workers' Compensation (A)	Coverage A:	Statutory
	Employer's Liability (B)	Coverage B:	
		Bodily injury by accident:	$1,000,000 each accident
		Bodily injury by disease:	$1,000,000 policy limit
			$1,000,000 each employee

b.	Commercial General Liability	Each occurrence:	$1,000,000
	(Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract)	General aggregate limit	$2,000,000
		Products and completed operations aggregate limit:	$2,000,000
		Personal and advertising injury limit:	$1,000,000
c.	Auto Liability	Each accident:	$1,000,000
	(Coverage shall apply to any auto including owned, hired, and non-owned autos)		
d.	Professional Liability	Each claim:	$2,000,000
		Aggregate:	$2,000,000

Certificates of Insurance shall be furnished to Client upon request.

8. Changes

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

9. Assignment and Delegation

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

10. Trademark and Trade Name

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

11. Standard Terms and Conditions

The Standard Terms and Conditions attached hereto as Exhibit [___A___] are incorporated herein and made a part of this Agreement.

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12. Notices

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

a. Notices to DLZ shall be addressed to: **[DLZ CONTACT NAME], [NAME OF DLZ COMPANY], [ADDRESS OF DLZ COMPANY]**.

b. Notices to the Client shall be addressed to: **[CLIENT CONTACT NAME], [NAME OF CLIENT], [CLIENT ADDRESS]**.

13. General Provisions

a. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

b. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.

c. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior of subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

d. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

e. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.

f. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of **[STATE]**.

14. Individual Liability

PURSUANT TO FLORIDA STATUTES § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

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In Witness Whereof, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

[NAME OF DLZ COMPANY]	[NAME OF CLIENT]
By: _____	By: _____
(Name)	(Name)
_____	_____
(Signature)	(Signature)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

EXHIBIT [A]

DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contact documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- $2,000,000 per occurrence, $4,000,000 general aggregate, $4,000,000 products/completed operations aggregate, $2,000,000 personal/advertising injury aggregate; Automobile Liability- $2,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and $1,000,000 employers liability; and Professional Liability- $5,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

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 Eric Beaulieu, Vice President

ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ OHIO
COUNTY OF ~~MIAMI-DADE~~ FRANKLIN

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: Eric Beaulieu, Vice President

Sworn and subscribed before me this

2 day of October, 2024

Debra M Beck
Notary Public
State of ~~Florida~~ OHIO at Large

My commission expires: 05-13-2028

NOTARIAL SEAL STATE OF OHIO

Debra M. Beck
Notary Public, State of Ohio
Commission Expires 05-13-2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2024

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 Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** 770.756.6599 **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED DLZCOR DLZ Florida, LLC 401 Bay Street Green Cove Springs, FL 32043	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg / 19445 **INSURER B :** Everest National Insurance Company / 10120 **INSURER C :** Continental Casualty Company / 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 545396260 **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 X LOC OTHER:			GL5268221	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA4489714	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			XC3EX00536241	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893783	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Professional Liab Includ Pollution			AEH591928672	4/1/2024	4/1/2025	Per Claim Aggregate	$5,000,000 $5,000,000

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

CERTIFICATE HOLDER

Sample Certificate

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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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 Eric Beaulieu the
(Name)

Vice President of DLZ Florida, LLC
(Title/Position) (Company)

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

10/2/24
Date

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.

DLZ Florida, LLC

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

245 Riverside Ave, Suite 100

Requester's name and address (optional)

6 City, state, and ZIP code

Jacksonville, FL 32202

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	6	–	4	7	9	3	2	9	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** ► *Regina Harvey* Regina Harvey Sr. Accounting Manager **Date** ► December 6, 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.*

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

(1) He/She/They is/are the Vice President (Owner, Partner, Officer, Representative or Agent) of DLZ Florida, LLC the PROPOSER that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Eric Beaulieu, Vice President
Print Name and Title

State of Florida
Department of State

I certify from the records of this office that DLZ FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 4, 2014.

The document number of this limited liability company is L14000023253.

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 30, 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 Seventh day of August, 2023

Secretary of State

Tracking Number: 4461326170CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Florida dbpr Department of Business & Professional Regulation

DBPR ONLINE SERVICES

Main Menu | Update Profile | Logoff | Contact Us

Logged in as **Leftridge, Colleen**

Application Status Inquiry

Below is a list of outstanding/pending applications.

To provide additional documentation for your application select "Attach".

Press "Back" to return to the main menu.

Status	License Type	Application Number	Application Name	Submission Date	License Number	Deficiencies	Notes	Attachments
Approved	Registry	62846	Qualification of Engineering Business Organizations	03/24/2022	35930			

Online Applicants: If you have submitted an online application, we will evaluate the application to determine if you meet the eligibility requirements for examination and/or license. You will be notified in writing if we need any additional information or documentation. Your application will be considered complete only upon the department's receipt of all requested information, including validation of payment from your financial institution.

Brand/Label Registration: Thank you for submitting your online registration. The application shall be considered complete upon the submission of the application and any required payment. Registrant records are subject to audit to verify compliance with the beverage law and that any violations thereof, may result in revocation of the brand/label.

If you have any questions regarding the application process, you can reach our Customer Contact Center at 850.487.1395.

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043
Phone: 904-297-7500
E-mail: planning@greencovesprings.com
https://www.greencovesprings.com/DS

Professional Office

License Number: BT23-0040

DLZ Florida LLC
401 BAY St
Green Cove Springs

Fees Paid: $100.00
Issued Date: 10/19/2023

Activity / Activities:
ARCHITECT

Conditions:
1. Signage, other than face changes to existing signs, requires permitting through the Building Department. Sign Restrictions are defined in Chapter 125 of the City Code. Additional signage, permitted under Resolution R-32-2014 is limited to the first 90 days after the business tax is issued.
2. This receipt is only good for the location listed and may be subject to other conditions / restrictions. It shall not be used to represent any level of qualification, certification, or professional expertise.
3. This receipt may be revoked by the City if the business / property are not in compliance with City Code.
4. Commercial Containerized Solid Waste Collection must be through an approved franchise.

10/19/2023 - 09/30/2024
Valid Dates



City of Opa-locka

ADA Compliance Assessment and Transition Plan

Direct Access Consultancy LLC
4600 140th Avenue North
STE 180
Clearwater
Florida, 33762-3814
Tel: 727 478 2652
Steve Dering sdering@directaccess.group

RFQ: 24-1007200 ADA Compliance Assessment
October 7, 2024

1. Content

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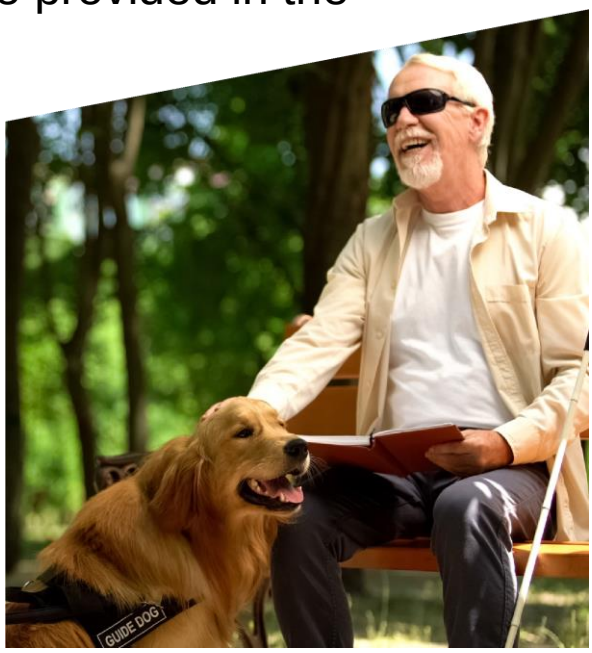
Accessibility for all

As an accessibility consultancy Direct Access provides our proposals in a wide variety of formats to meet the access needs of Purchasing Teams. This proposal can be provided in the following formats on request:

- Large Print (please specify 16pt or 18pt)
- Easy Read
- American Sign Language
- Audio description



All images in this document have Alt Text set to assist screen readers. We use pt 12 Arial font for readability.

2. Letter of Transmittal

Direct Access Consultancy LLC
4600 140th Avenue North
Suite 180
Clearwater
Florida, 33762-3814

t: +1 (727) 478-2652
e: info@directaccess.group
w: www.directaccessgp.com

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

October 7, 2024

To whom it may concern,

RFQ 24-1007200 ADA Compliance Assessment and Transition Plan

Direct Access Consultancy LLC, established and registered here in Florida, are pleased to submit our qualifications for the delivery of the ADA Compliance Assessment and Transition Plan for the City.

Established in 2004, Direct Access Consultancy is a certified DOBE™ - Disability Owned Business Enterprise registered with Disability:IN. All the team are people with disabilities with extensive United States Transition Plan experience, including applicability of ADA, ABA, FHA, Section 504, and ANSI 117.1 codes.

The City of Opa-locka aims to complete an ADA compliance assessment and transition plan for its parks and park facilities including Government Center, Ingram Park, Helen Miller Center, Sherbondy Village, Public Works and the Ali Baba Avenue Community Center. This project will focus on physical accessibility assessments and the necessary steps to remedy any physical barriers. It will not include electronic/website accessibility or programmatic accessibility evaluations.

The scope of services includes:

- Attending at least three meetings with City staff, including a kick-off meeting, an interim progress meeting, and a final completion meeting. Direct Access will also present the ADA Transition Plan to the City Council at public meetings.
- Training City staff on applicable government codes, performing field investigations, preparing ADA Compliance Assessment Reports, monitoring and updating the ADA Self-Evaluation and Transition Plan, and using and maintaining the project database.
- Evaluating all identified city-owned buildings, community centres, and recreation facilities for physical accessibility and identifying physical barriers.
- Identifying City programs, activities, and services that may be discriminatory to people with disabilities and proposing methods to remove these barriers.
- Reviewing City policies, practices, and procedures to identify any issues that may be discriminatory to people with disabilities.
- Developing a database for the ADA Transition Plan using City-approved software to facilitate ongoing monitoring and updating of the plan.

Direct Access will also conduct comprehensive facility surveys and barrier assessments, develop Access Compliance Assessment Reports, and prepare a comprehensive ADA Self-Evaluation and Transition Plan. This plan will include a methodology for evaluating and removing barriers, cost estimates for remediation measures, an implementation schedule, and procedures for monitoring and updating the plan.

The final report will include an overview of the authority under which the evaluation was conducted, the specific regulations or guidelines used, a description of the methods used, an executive summary of the evaluation, and sections detailing specific barriers, recommended solutions, prioritization of barrier removal, and cost estimates.

The deliverables will include evaluation process recommendations, draft and final Barrier Assessment Surveys and Access Compliance Assessment Reports for all City buildings, and draft and final ADA Transition Plans submitted in both hard-copy and electronic formats.

Direct Access will through its innovative color banding approach, set out Red, Amber, Green (RAG) priorities for achieving ADA compliance. Direct Access takes this a stage further with Blue – innovation recommendations which may not yet be in guidance yet have a profound impact on accessibility.

The two representatives are:

Steven Mifsud MBE – Founder and President smifsud@directacess.group

Steve Dering – Director, Strategic Partnerships sdering@directaccess.group

The address and telephone is the same for both: 4600 140th Avenue North, STE 180, Clearwater, FLORIDA, 33762-3814. Tel: 727 538 4237.

I certify the contents of the enclosed responses.

Yours sincerely,



Steven Mifsud MBE
Founder and President

P.S: There are several references in the RFQ document to marketing and public relations services which we have taken to have been included in error. This response has taken that into account to focus on what we know is part of ADA Compliance Assessment programs.

3. General information

Direct Access Consultancy LLC

4600 140th Avenue North
STE 180
Clearwater
Florida
33762-3814.

Tel: 727 538 4237

Steven Mifsud MBE – President and Founder
Steve Dering – Director, Strategic Partnerships

Normal business hours 08:00 to 18:00.

Direct Access Consultancy LLC is a limited liability corporation registered and operating in Florida. It operates internationally.

Direct Access Consultancy was founded 20 July 2004 (over twenty years ago) and incorporated as Direct Access Consultancy LLC in Florida in March 2021.

Direct Access' administrative and financial operations are handled from 4600 140th Avenue North, Suite 180, Clearwater, Florida, 33762-3814. Site evaluations and data collection will be onsite within the City of Opa-locka. The number of staff in Clearwater is 6.

Direct Access Consultancy LLC is a subsidiary of Direct Access Consultancy.

Direct Access Consultancy LLC is fully established and registered in Pinellas County, Florida. The certificate is illustrated on the following page.

State of Florida

Department of State

I certify from the records of this office that DIRECT ACCESS LLC which changed its name to DIRECT ACCESS CONSULTANCY LLC, is a limited liability company organized under the laws of the State of Florida, filed on March 15, 2021.

The document number of this company is L21000122434.

I further certify that said company has paid all fees due this office through December 31, 2021, and its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of May, 2021

Laurel M. Lee

Secretary of State

CR2E022 (01-11)

4. Project Approach

Overall approach

Access consultancy is not just about physical access; it's about creating an accessible experience and maximizing the interpretation, curation, and management of sensory interaction for every citizen or visitor with a disability. Direct Access understands that meaningful consultancy goes beyond quoting regulations – anyone can do that. It involves understanding the nature and dynamics of a physical building, public realm, or open space to create an accessible and immersive experience.

Direct Access adopts a holistic approach that covers the five pillars of accessibility:

- **Physical** – Ensuring provisions in the built environment that allow equal access and movement for people with disabilities.
- **Sensory** – Communicating and providing for individuals with sensory impairments, including considerations for sound, texture, odors, temperature, lighting levels and effects, and the proximity of others.
- **Social** – Fostering authentic social processes and attitudes that make people with disabilities feel welcome.
- **Digital** – Ensuring the accessibility of digital environments, including onsite content, websites, and apps, to include people with disabilities.
- **Governence** - Implementing inclusive policies and procedures from the top level, forming an organization-wide approach to inclusion strategy.



Direct Access believes that creating accessible environments enables products, environments, programs, and services to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized modification. This approach creates facilities that are accessible to the widest range of potential users without the need for ancillary aids or additional support. When an environment is accessible, usable, convenient, and a pleasure to use, everyone benefits.

The ADA and State Building Codes focus on physical accessibility. ADA Transition Plans are a valuable tool to not only achieve ADA compliance, used correctly, they can bring in innovation and best practices to create inclusive and welcoming environments for everybody. For example, Direct Access recommends what.three.words a free geolocation tool that is making it easier for people with disabilities to identify how to access parks facilities.



When facilies are accessible for wheelchair users, blind/partially sighted, D/deaf, neurodivergent and hidden disabilities, venues are more accessible for families, elderly, temporary injured and expecting parents.

The primary objective of this project is to develop a comprehensive ADA Compliance Assessment and Transition Plan for the City, ensuring that people with disabilities can access park and recreation facilities including receiving necessary support services. Direct Access' methodology is designed to be thorough, collaborative, and adaptive, leveraging best practices in accessibility planning and stakeholder engagement.

Project Management and Coordination

Upon notification of the contract award, Direct Access will immediately begin preparations for the initial kickoff meeting. This meeting will confirm the scope of the Request for Proposals documentation and Direct Access' proposal. Direct Access' team will collaborate with the City to develop a procedural framework for communications between the City and Direct Access. A formal work schedule will be established, outlining milestones and key performance indicators within a clearly defined Project Execution Plan (PEP).

These milestones and indicators will be integrated into Direct Access' project management system, which supports monthly progress review meetings with the City. Microsoft Teams will be utilized for its captioning capabilities. If there are additional ADA access requirements for any city personnel, Direct Access will facilitate those needs. All in-person meetings will also accommodate access requirements, including American Sign Language interpretation, CART captioning, and audio description as needed.

Direct Access, as a Florida based firm, has a team of people with disabilities ready to commence work immediately upon receiving authorization to proceed.

Standards referenced

Direct Access will following the initial meeting present the proposed information collection and reporting format (process, procedures and forms needed to assess facility compliance). Direct Access uses the BlueDAG accessibility reporting tool which is tablet based.



Accessibility standards checklists for information collection used by Direct Access are based on:

- Title II of the Americans with Disabilities Act.
- International Building Code family which includes accessibility, along with relevant local exceptions.
- 2023 Florida Building Code, Accessibility, 8th edition.
- Section 504 of the Rehabilitation Act.
- ICC/ANSI A117.1 Standard 2017
- International Plumbing Code 2021 and 403.4 – Signage 403.5 – Drinking Fountain Location 404 – Accessible Plumbing Facilities, and 405.3.1 – Water closets, urinals, lavatories, and bidets.
- Architectural Barriers Act Accessibility Guidelines; Outdoor Developed Areas

- Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG, 2011) noting that final guidance was issued in August 2023 subject to adoption by the required authorities

Evaluations are based on the standards that were in place at the time of construction, including references to Safe Harbor where applicable. Direct Access has extensive experience integrating LEED criteria into assessments, enabling buildings to achieve certification by demonstrating increased accessibility beyond the most stringent Federal, state, or local regulatory requirements. While it is unlikely that this will be required as part of this program, understanding the applicability of LEED can be beneficial for identifying and building on sustainability opportunities.

Scheduling

Direct Access will collaborate with the city to establish a schedule that prioritizes sites based on various factors, including:

- Raised access concerns.
- Planned refurbishments or newly opening sites.
- Areas with the highest proportion of people with disabilities residing or accessing services.
- Feedback from disability communities.
- Budget and fiscal year deadlines.

Following the initial visit, Direct Access will host a meeting with the city and relevant stakeholders to review the assessment and key findings. This meeting will serve as a foundation for informing further assessments.

Task 1

To address Task 1 for overseeing the development and execution of the Evaluation Report and ADA Transition Plan, Direct Access will follow a structured approach to ensure comprehensive compliance with ADA standards. Here's a detailed breakdown of how Direct Access will manage this task:

Task 1: Oversee Development and Execution of the Evaluation Report and ADA Transition Plan

a) Review Reports and Meet with City Staff

Initial Review: Direct Access will start by reviewing existing reports and documentation related to the City's facilities. This includes previous accessibility assessments, facility usage reports, and any existing ADA compliance documentation.
Staff Meetings: Conduct meetings with City staff to gather insights into the current state of the facilities. These meetings will help identify potential issues that may be discriminatory to people with disabilities.
Evaluation Criteria: The review will focus on several key areas:

- Facility Accessibility: Assessing the physical accessibility of buildings and spaces identified.
- City policies, practices and procedures: Evaluating how these ensure effective access to city programs, activities and services.
- Communication: Reviewing communication methods for accessibility.
- Grievance Procedures: Assessing the effectiveness of current grievance procedures.
- Emergency Procedures: Ensuring emergency procedures are accessible and inclusive.

b) Summarize Data and Findings

Data Collection: Gather data from the Barrier Assessment Surveys and Access Compliance Assessment Reports.
Analysis: Analyze the collected data to identify barriers and areas of non-compliance.
Reporting: Summarize the findings in a comprehensive Evaluation Report. This report will include:

- Barrier Assessment Surveys: Detailed surveys identifying physical and procedural barriers.
- Access Compliance Assessment Reports: Reports evaluating the compliance of City buildings with ADA standards.
- ADA Transition Plan: Develop a draft ADA Transition Plan that outlines the steps needed to address identified barriers. This plan will include:
    - Prioritization: Prioritize barriers based on severity and impact.
    - Timeline: Establish a timeline for implementing changes.
    - Budget: Provide a budget estimate for necessary modifications.

c) Meetings and Site Visits

Site Visits: Conduct site visits to gather firsthand information and verify the accuracy of the data collected.
Additional Meetings: Hold additional meetings with City staff as needed to discuss findings, gather further information, and ensure all relevant issues are addressed.
Documentation: Document all findings and discussions to ensure transparency and accountability throughout the process.

By following this structured approach, Direct Access will ensure that the Evaluation Report and ADA Transition Plan are thorough, accurate, and actionable, ultimately helping the City achieve full compliance with ADA standards and improve accessibility for all residents

Task 2

To address Task 2 for conducting comprehensive facility surveys and barrier assessments, Direct Access will implement a detailed and systematic approach to ensure thorough evaluations and compliance with ADA standards. Here's how Direct Access will manage this task:

Task 2: Conduct Comprehensive Facility Surveys and Barrier Assessments

1. **Buildings**

a) Identify City Buildings and Develop Assessments

- Identification: Direct Access will identify all City buildings, community centers, and recreational facilities subject to ADA requirements. This includes City-owned parking garages and tenant-occupied City-owned buildings associated with parks and recreation, focusing on common areas.
- Assessment Development: Develop detailed assessments for each facility, including:
    - Path of Travel: Evaluate the accessibility of routes within and around the buildings.
    - Barrier Assessment Surveys: List each item that needs to be assessed for compliance.

b) Conduct Barrier Assessment Surveys

- Field Reviews: Perform field reviews of all public buildings that provide programs, services, or activities to the public. These reviews will identify physical barriers that could limit accessibility.
- Comparison to Standards: Compare each facility to State building codes and the Federal ADA Accessibility Guidelines (ADAAG) to ensure compliance.

c) Develop Access Compliance Assessment Reports (ACARs)

Based on the Barrier Assessment Surveys, Direct Access will develop comprehensive ACARs, which will include:

Executive Summary: Provide an overview of the findings and recommendations.
Build Verifications: Verify the buildings' compliance with ADA access requirements.
Barrier Description and Severity Rating: Describe each barrier and rate its severity to measure its impact on accessibility.
Digital Photographs and Documentation: Include photographs and detailed documentation of each barrier.
Reference Drawings/Maps: Show the specific location of each barrier on drawings or maps.
Proposed Solutions: Suggest solutions to eliminate each barrier.
Cost Estimates: Provide detailed cost estimates for each proposed solution including reference to State and Federal funding opportunities.

d) Review and Develop Facility Diagrams

Review ACARs: Review all Access Compliance Assessment Reports to ensure accuracy and completeness.
Facility Diagrams: Develop diagrams for each building, showing both interior and exterior areas to be included in the ADA Transition Plan.
Comprehensive Report: Summarize the ACARs in a comprehensive report, identifying issues that may limit physical access to individuals with disabilities in public areas where programs, services, or activities take place.

By following this structured approach, Direct Access will ensure that all City facilities are thoroughly assessed for ADA compliance, and actionable plans are developed to address any identified barriers

Barrier assessment survey process

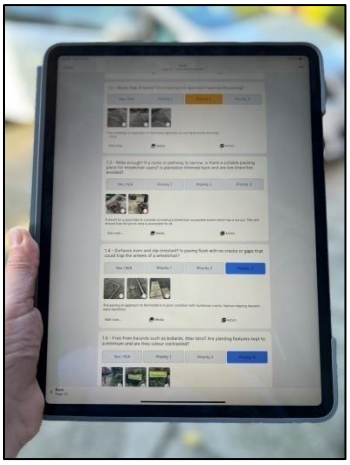
Upon arrival at a facility, the Direct Access Consultant will introduce themselves to the pre-arranged contact at any staffed site for security purposes. They will request a quick tour of the site to become familiar with the layout before commencing the assessment. After completing the onsite visits, initial verbal feedback on key findings will be provided.

For unattended sites, the Project Team will inform the relevant department of expected arrival and departure times. At all times, Direct Access personnel will carry photographic ID and wear branded polo shirts or hi-vis safety apparel as appropriate. The Direct Access ID includes Braille and a QR code, enabling people to verify individual details and ensuring blind individuals can access the same information.



Right: Photo ID with QR Code and Braille making team ID accessible to everyone.

Direct Access has extensive experience conducting assessments in live working environments, from rail operations to manufacturing, hotels, and hospitals. This expertise allows the assessment process to accommodate the live operation of emergency shelters, prioritizing the needs of their users.



Each Consultant is equipped with a tablet running a bespoke auditing program (BlueDAG), developed from Direct Access' over twenty years of experience in site evaluations across multiple industry sectors. The software facilitates the capture of all pertinent metrics relevant to the standards and guidance for the City and Emergency Shelters. Photographs are taken with the tablet, and real-time annotations are made to record key points. This established field inspection checklist system ensures consistent quality reporting, as each checklist must be completed before progressing to the next.

Project teams typically start audit processes around 08:00, focusing on the exterior first, depending on weather conditions and any localized restrictions. If site management requires a later start, such as 10:00, this can be accommodated to ensure shelter residents and staff maintain unrestricted access to sites. Often, residents take an interest in and pride in their facility being assessed for accessibility. Direct Access welcomes City staff to join the team during the audit to highlight what is being examined, identify quick wins at no cost, and discuss long-term plans or ideas staff may have.

A concise and informative report will be developed for each facility, outlining identified barriers and proposed barrier removal actions. Reports will be detailed, with integrated pictures for each element, enabling the city and site management team to quickly identify and understand each data entry.

The standard checklists developed by Direct Access cover a wide range of barrier conditions commonly found in parks and recreation facilities and programs. These include parking, signage, paths of travel, buildings, restrooms, and outdoor recreation facilities. External areas assessed include curbs, sidewalks, shared use paths, parking lots, and bus stops, as well as pedestrian paths of travel from the nearest bus stops to the site entrance where relevant.

Images: Example pages from Tacoma Housing Authority


THA Main Office - 902 S L St Central Tacoma, WA 98405

Internals: Restrooms

BFID: 885147

In the Level 1 staff all-gender restroom, the stall doors lack sufficient contrast, and there is no sign indicating the ADA-accessible stall, potentially causing confusion and accessibility issues.

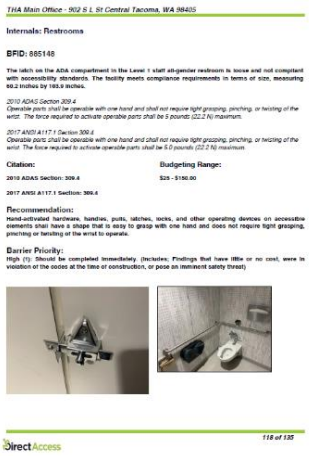
2010 ADAS Section Advisory
None

Citation: Budgeting Range:
2010 ADAS Section: Advisory $125 - $420.00
2017 ANSI A117.1 Section: Advisory

Recommendation:
To address the lack of contrast on the stall doors and the absence of a sign for the ADA-accessible stall in the Level 1 staff all-gender restroom, it is recommended to add contrasting markings to the doors for better visibility and to install a sign specifically designating the ADA-accessible stall. These improvements will enhance accessibility and ensure that all restroom users can easily identify and access the facilities they need.

Barrier Priority:
Important (3). Should be completed as soon as possible. (Includes; Findings that would remove barriers to the greatest number of people to your goods and services)

Direct Access 116 of 135


THA Main Office - 902 S L St Central Tacoma, WA 98405

Internals: Restrooms

BFID: 885148

The latch on the ADA compartment in the Level 1 staff all-gender restroom is loose and not compliant with accessibility standards. The facility meets compliance requirements in terms of size, measuring 60.2 inches by 103.9 inches.

2010 ADAS Section 309.4
Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.

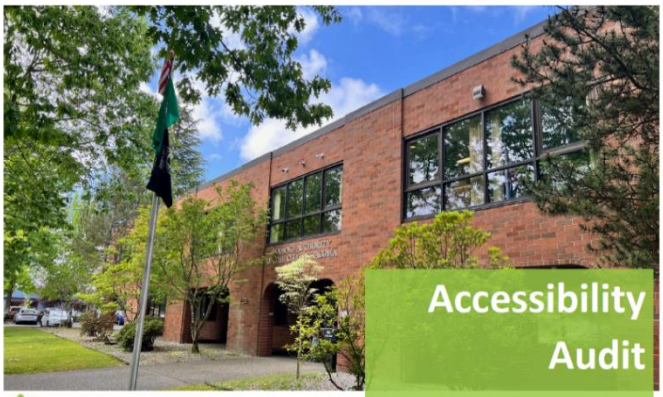
2017 ANSI A117.1 Section 309.4
Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5.0 pounds (22.2 N) maximum.

Citation: Budgeting Range:
2010 ADAS Section: 309.4 $25 - $150.00
2017 ANSI A117.1 Section: 309.4

Recommendation:
Hand-activated hardware, handles, pulls, latches, locks, and other operating devices on accessible elements shall have a shape that is easy to grasp with one hand and does not require tight grasping, pinching or twisting of the wrist to operate.

Barrier Priority:
High (3). Should be completed immediately. (Includes; Findings that have little or no cost, were in violation of the codes at the time of construction, or pose an imminent safety threat)

Direct Access 118 of 135



Direct Access

Prepared by Direct Access Consultancy LLC

July 2024

Tacoma Housing Authority Main Office
902 S L St, Tacoma, WA 98405, United States

6. Staff Survey

6.1 Staff Survey

A survey was commissioned for all of the staff to participate in. This was a way to ensure that every voice is heard and to identify ways for the Tacoma Housing Authority could become more accessible and inclusive. The survey focused on various aspects including front desk and office inclusivity, signage and universal design, employees' office spaces, break rooms, meeting rooms, technology, office confidentiality, accessibility equipment resources, safety procedures, and exterior spaces including parking lots.



Between May 20th and June 28th, 41 people took part in the survey to offer their insights on the current state of accessibility and inclusivity at the Tacoma Housing Authority (THA), as well as to suggest ways to enhance accessibility and inclusivity across all three THA offices. Of the participants, 70% work at the THA main office, 17% are based at the Salishan Family Investment Center, and 12% work at more than one office location.



The survey also revealed that 20% of the surveyors who work for THA have some form of disability, including visual impairments, hearing impairments, physical disabilities, developmental disabilities, and being veterans.

Direct Access extends its gratitude to all employees who dedicated their time to take part in the survey and offer valuable insights on enhancing accessibility, inclusivity, and safety within the work environment at the Tacoma Housing Authority, helping both themselves and those they serve. The results and survey results can be found in the separate Survey Report.

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Accessibility Audit – THA Main Office
July 2024

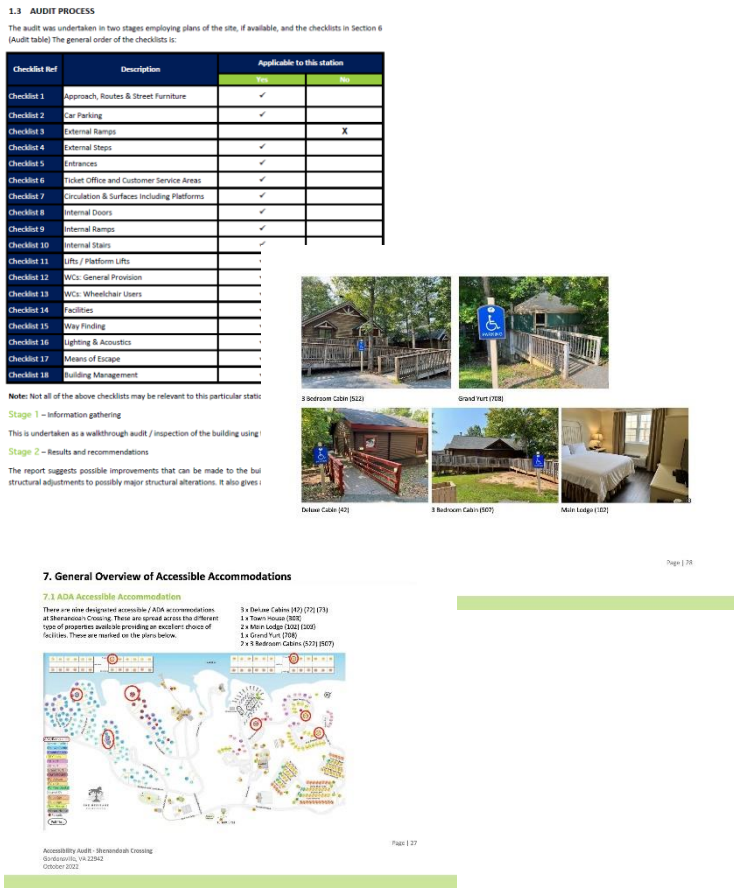
All site evaluations begin with the exterior of any site to understand the approaches to and entrances of a building. All assessments utilize the following checklists to ensure that every feature of a building is thoroughly captured:

ADA Priority list:

Priority 1 – Accessible approach and entrance
Priority 2 – Access to goods and services
Priority 3 – Access to public toilet rooms
Priority 4 – Access to other items such as water fountains and public telephones

Direct Access' internal list below builds on the priority list:

1. Approach, routes and street furniture
2. Parking Lots (not applicable here)
3. External ramps
4. External steps
5. Entrances
6. Reception areas and lobbies
7. Corridors and internal surfaces
8. Internal doors
9. Internal ramps
10. Internal stairs
11. Elevators
12. Platform lifts and stair lifts
13. Washrooms: general provision
14. Washrooms: wheelchair users
15. Facilities
16. Wayfinding
17. Lighting
18. Acoustics
19. Means of escape
20. Building management


1.3 AUDIT PROCESS

The audit was undertaken in two stages employing plans of the site, if available, and the checklists in Section 6 (Audit table) The general order of the checklists is:

Checklist Ref	Description	Applicable to this station	
		Yes	No
Checklist 1	Approach, Routes & Street Furniture	✓	
Checklist 2	Car Parking	✓	
Checklist 3	External Ramps		X
Checklist 4	External Steps	✓	
Checklist 5	Entrances	✓	
Checklist 6	Ticket Office and Customer Service Areas	✓	
Checklist 7	Circulation & Surfaces including Platforms	✓	
Checklist 8	Internal Doors	✓	
Checklist 9	Internal Ramps	✓	
Checklist 10	Internal Stairs	✓	
Checklist 11	Lifts / Platform Lifts		
Checklist 12	WCs: General Provision		
Checklist 13	WCs: Wheelchair Users		
Checklist 14	Facilities		
Checklist 15	Way Finding		
Checklist 16	Lighting & Acoustics		
Checklist 17	Means of Escape		
Checklist 18	Building Management		

Note: Not all of the above checklists may be relevant to this particular static

Stage 1 – Information gathering

This is undertaken as a walkthrough audit / inspection of the building using

Stage 2 – Results and recommendations

The report suggests possible improvements that can be made to the bui structural adjustments to possibly major structural alterations. It also gives

3 Bedroom Cabin (522) Grand Yurt (708)

Deluxe Cabin (42) 3 Bedroom Cabin (507) Main Lodge (102)

7. General Overview of Accessible Accommodations

7.1 ADA Accessible Accommodation

There are nine designated accessible / ADA accommodations at Shenandoah Crossing. These are spread across the different type of properties available providing an excellent choice of facilities. These are marked on the plans below.

3 x Deluxe Cabins (42) (72) (73)
1 x Town House (303)
2 x Main Lodge (102) (103)
1 x Grand Yurt (708)
2 x 3 Bedroom Cabins (522) (507)

Accessibility Audit - Shenandoah Crossing
Gordonsville, VA 22942
October 2022

Right: Example checklist and pages from an evaluation of a campsite and park. It contains photographic records, maps and measurements to compare with standards requirements. Each photograph forms a thumbnail image next to the relevant section in the report and larger images are stored in the appendix. Color coded prioritization of severity of non-compliance.

Where ancillary aids are present, for example, assistive listening devices, Direct Access uses Loopworks calibration tools to measure based on the standards set within IEC60118-4:2006, the international performance standard for induction loop systems. Evacuation chairs are checked for service history and compliance with NFPA 101, 2015, Section 7.2.12.2.3 and ANSI/RESNA ED-1 Emergency Stair Travel Services.

The reports include recommendations banded in Red, Amber, Green, and Blue according to priority. Direct Access will create bespoke working documents detailing essential requirements, quick wins based on best practices, and approaches that are innovative or require additional resources and investment. A common quick win, for example, is implementing a management procedure to ensure that when accessible washrooms are being cleaned, alarm cords are not tied up, thus maintaining the washroom's accessibility.

Color bandings commonly used are:

ADA Concerns

Where there are potential health and safety risks or where failure to implement changes would be highly likely to attract legal implications. Immediate action is recommended to put the changes into effect.

ADA Concerns

Where action is recommended within the short term to alleviate an access problem or make improvements that will have a considerable impact. These may include quick wins that can be achieved easily/minimal cost.

Compliant

No action required.

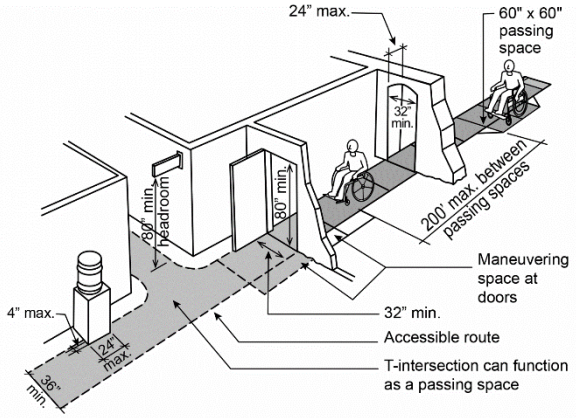
Best practice / Blue sky thinking

Direct Access include where innovation or best practice may be worth considering that is not covered by or exceeds ADA requirements and which does not fit in the first three categories.

This meets the City's objectives with this RFP to identify and seek creative solutions to removing barriers and expanding accessibility to all members of the public. Direct Access clearly differentiates using blue banding what is not required by law or guidelines but is worthy of consideration.

Diagrams and images will be used to illustrate both non-compliance and the optimal solutions. The image on the right is one that is typically used to demonstrate accessible routes within buildings. This provides helpful clarity.

Cost estimates will also be provided. Meetings with the City will identify and clarify budget schedules and resources which will inform the priority approach taken. Where federal or state funding is also available, eligibility criteria will be reviewed, and details incorporated into reports drawing on experience of other park and recreation projects.



Basic Features of an Accessible Route

When the above has been completed, Direct Access will move into Task 3, the development of the Evaluation and Transition Plan.

Task 3: Comprehensive ADA Evaluation and Transition Plan

1. Develop a Comprehensive ADA Self-Evaluation and Transition Plan

a) Detail the methodology used for Evaluation of Existing Barriers

Barrier Identification: Utilize the results from the barrier assessments to identify existing barriers to accessibility.

Evaluation Process: Develop a systematic process for evaluating these barriers, including:

Field Surveys: Conduct detailed field surveys to document barriers.

Stakeholder Input: Gather input from City staff and stakeholders to understand the impact of these barriers.

Removal Strategies: Outline specific strategies for removing identified barriers, prioritizing those with the greatest impact on accessibility.

b) Summary of Findings

Data Compilation: Compile data from the evaluations into a comprehensive summary.

Facility Evaluation: Provide a detailed summary of the findings for each facility, highlighting key areas of non-compliance and accessibility issues.

c) Recommendations and Prioritization

Remedial Measures: Recommend specific remedial measures to correct identified deficiencies.

Prioritization Methodology: Develop a methodology for prioritizing barrier remediation based on factors such as severity, impact on accessibility, and feasibility.

d) Cost Estimates

Detailed Estimates: Provide detailed cost estimates for each recommended remediation measure.

Budget Planning: Assist the City in planning and budgeting for the implementation of these measures.

e) Implementation Schedule

Milestones: Develop an implementation schedule with clear milestones and measures of achievement.

Monitoring: Establish procedures for monitoring the progress of implementation to ensure timely completion.

f) Monitoring Procedures and Forms

Monitoring Tools: Develop procedures and forms for monitoring the implementation of the ADA Transition Plan.

Regular Updates: Ensure regular updates and reviews to track progress and address any emerging issues.

g) Periodic Review and Update Procedures

Review Schedule: Establish a schedule for periodically reviewing and updating the ADA Transition Plan.

Continuous Improvement: Implement procedures to ensure continuous improvement and compliance with ADA standards.

h) Evaluation of Additional Barriers

Ongoing Evaluations: Develop procedures and forms for performing ongoing evaluations of additional barriers that may arise.

Adaptive Strategies: Ensure the plan remains adaptive to new challenges and changes in regulations.

i) Presentation of Draft and Final Plans

Draft Presentation: Present the draft ADA Transition Plan to the City for review and feedback.

Final Plan: Incorporate feedback and present the final proposed ADA Transition Plan and findings to the City.

j) Finalization and Presentation

Final Review: Conduct a final review of the ADA Transition Plan to ensure completeness and accuracy.

City Presentation: Present the finalized ADA Transition Plan and findings to the City, ensuring all stakeholders are informed and on board.

By following this structured approach, Direct Access will ensure that the ADA Evaluation and Transition Plan is comprehensive, actionable, and fully compliant with Title II of the ADA. This will help the City effectively address accessibility issues and improve access for all individuals with disabilities.

Finalizing evaluation reports

Each evaluation report will be compiled per location and will include data collection, existing conditions, opportunities, constraints, site images, prioritization, challenges, and cost estimates. Once the data is collected and finalized, and cost estimates and priorities are established for all sites, Direct Access will develop an overall draft findings and recommendations report. This report will identify the most significant barriers to accessibility across all sites.

The analysis will highlight areas requiring immediate attention, such as critical barriers that prevent access to essential services. Additionally, it will identify areas that can be addressed over the long term, allowing for a phased approach to barrier removal.

Based on the analysis of the evaluation data, Direct Access will develop detailed recommendations for remedial measures. These recommendations will include both physical modifications (e.g., facility upgrades) and policy changes (e.g., adjustments to city programs or communication strategies).

At the conclusion of the project, Direct Access will facilitate close-out meetings, including final presentations to City members and other relevant bodies if required. These meetings will review the project outcomes, address any final questions or concerns, and ensure a smooth transition to the implementation phase.





Above: BlueDAG data collection using tablet to capture images for final report.
Right: Taking measurements to support findings.

To address the requirements for the final report, Direct Access will ensure a comprehensive and detailed document that meets all specified criteria.

Final Report Structure

1. Overview of Authority

Authority Basis: The report will begin with an overview of the authority under which the evaluation was conducted, referencing relevant legal and regulatory frameworks that mandate ADA compliance.

2. Specific Regulations or Guidelines Used

Regulations and Guidelines: This section will detail the specific ADA regulations and guidelines used during the evaluation, including Title II of the ADA, the ADA Accessibility Guidelines (ADAAG), and any applicable state building codes.

3. Methods Used by the Consultant

Evaluation Methods: A thorough description of the methods used by Direct Access, including:

- Field Surveys: On-site inspections and assessments.
- Stakeholder Consultations: Meetings with City staff and stakeholders.
- Data Analysis: Techniques for analyzing collected data and identifying barriers.

4. Executive Summary

Summary of Evaluation: An executive summary highlighting the key findings of the evaluation, including common access deficits identified across City properties.

5. Specific Barriers at Each Park Property

Barrier Descriptions: Detailed descriptions of specific barriers at each park property, including:

- Regulation Citations: References to relevant regulations or guidelines for easy reference.
- Photographic Evidence: Photos documenting each barrier.

6. Recommended Solutions

Barrier Removal Solutions: Recommendations for removing each specific barrier, incorporating best practices and noting how employee-only areas should be treated.

7. Prioritization of Barrier Removal

Strategic Framework: A section prioritizing each barrier removal, providing a strategic framework for addressing compliance based on factors such as severity and impact on accessibility.

8. Projected Cost Estimates

Cost Estimates: Detailed cost estimates for the removal of each barrier, inclusive of prevailing wages. This section will include:

- Cost Subtotals: Subtotals for each park property by priority level.
- Overall Totals: Overall cost totals for all park properties.
- State and Federal funding streams for remediation opportunities.

9. Checklists and Evaluation Methods

Evaluation Tools: Checklists or other evaluation methods used for each Park District site, along with associated field notes to ensure transparency and thorough documentation.

By following this structured approach, Direct Access will provide a comprehensive and actionable final report that meets all specified requirements and supports the City in achieving full ADA compliance



Right: Collecting parking lot data for accessible parking for a park facility

Training

Direct Access will deliver a comprehensive training program designed to enhance the educational experience for City staff. The process will involve several key steps to ensure thorough understanding and effective implementation of ADA requirements.

Plan Development and Coordination: Direct Access will assist the City in designating an ADA Coordinator and ADA liaisons from relevant departments. This team will form an ongoing work group dedicated to ADA compliance and continuous improvement.

Training Areas:

- Applicable Government Code, Statutes, and Regulations: Direct Access will provide in-depth training on relevant government codes, statutes, and regulations to ensure City staff are well-versed in legal requirements and standards.
- Performing Field Investigations and Inspections: Staff will be trained in conducting thorough field investigations and inspections, equipping them with the skills needed to identify and address ADA compliance issues effectively.
- Preparation of ADA Compliance Assessment Reports: The training will cover the preparation of detailed ADA Compliance Assessment Reports, ensuring that staff can document findings accurately and comprehensively.
- Monitoring and Updating the ADA Self-Evaluation and Transition Plan: Direct Access will guide staff in monitoring and updating the ADA Self-Evaluation and Transition Plan, ensuring ongoing compliance and addressing new challenges as they arise.
- Using and Maintaining the Database and/or Project Map: Training will include instructions on using and maintaining the database and project map, enabling staff to manage and track ADA compliance efforts efficiently.
- Internal Procedures for Granting Exemptions for City Projects: Staff will be trained on the internal procedures for granting exemptions for City projects, ensuring that all exemptions are handled consistently and in accordance with established guidelines.

By implementing this structured training program, Direct Access aims to empower City staff with the knowledge and skills necessary to uphold ADA standards and foster an inclusive environment for all citizens.

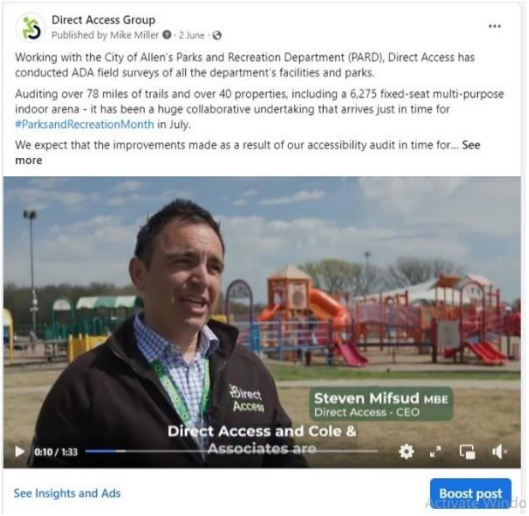
Additional items

Direct Access considers that community engagement could be beneficial and will support the City to achieve this. Direct Access' inclusive engagement processes offers the public a chance to not only be informed but also to inform decision makers who can address public needs and preferences in accessibility.



Direct Access will support both online and in-person meetings and interviews to present information about the ADA Transition program and to gather input from local Deaf and disability communities. Direct Access' experience as a certified DOBE – Disability Operated Business Enterprise and being based in Florida, assists with identifying organizations that can reach relevant stakeholders and appropriate media channels for disability community engagement.

With living experience of disability, the Direct Access team includes Deaf people who will be able to facilitate engagement by visiting venues where Deaf people are present to explain the purpose of the ADA Transition Program in sign language. This is vital as Deaf people do not access information provided via verbal means or through advertising. A similar approach will be taken with neurodiverse community groups who may find being part of a larger meeting or workshop to be challenging and prefer to meet informally in settings familiar to them.



Direct Access also understands the importance of collecting information via a statistically valid needs assessment survey that goes beyond a mailing list. The approach includes facilitating responses via sign language video, audio and pictorial feedback in addition to social media channels such as Facebook, Linkedin, X, Insta and similar. ***Right:*** Example social media post for City of Allen, Texas.

Direct Access facilitated a series of news stories for local radio and television stations in City of Allen to inform people about the Transition Plan. Flyers and posters were displayed that explained the data collection methods which were so successful, residents were watching data collection and engaging with ideas and thoughts on accessibility.

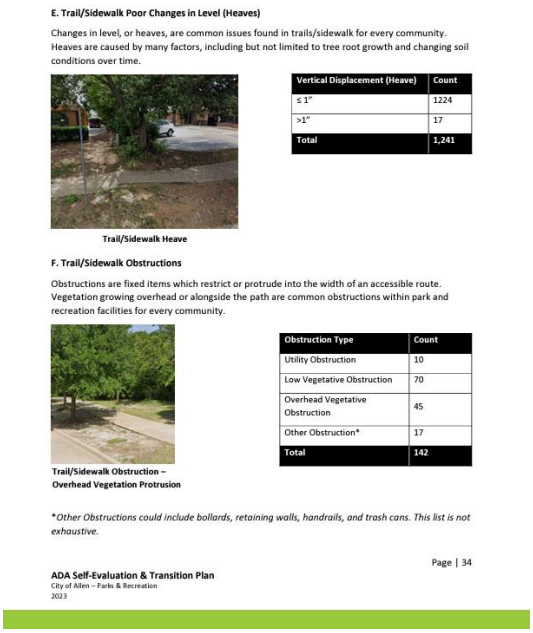
Direct Access will facilitate all access requirements including the provision of reports and presentations in accessible formats. Direct Access has an in-house facility that creates tactile maps, Braille information packs and large print productions. This enables Direct Access to develop from DWG or PDF files of visual materials, a variety of accessible formats based on individual requirements.



Photo Right: Banks of Braille printers in operation.

Direct Access will work with the City to ensure meetings will have American Sign Language interpretation provided and captions. Questions will be asked through the Chair which empowers people who may not be confident about speaking in public. Direct Access will also facilitate a hybrid approach enabling people who may not be comfortable meeting others to participate in meetings remotely. We will facilitate one-to-one feedback where appropriate via email/letter/video (including signed video).

Right*:* Example page from the City of Allen final Transition Plan.



E. Trail/Sidewalk Poor Changes in Level (Heaves)

Changes in level, or heaves, are common issues found in trails/sidewalk for every community. Heaves are caused by many factors, including but not limited to tree root growth and changing soil conditions over time.

Trail/Sidewalk Heave

Vertical Displacement (Heave)	Count
≤ 1"	1224
>1"	17
Total	**1,241**

F. Trail/Sidewalk Obstructions

Obstructions are fixed items which restrict or protrude into the width of an accessible route. Vegetation growing overhead or alongside the path are common obstructions within park and recreation facilities for every community.

Trail/Sidewalk Obstruction – Overhead Vegetation Protrusion

Obstruction Type	Count
Utility Obstruction	10
Low Vegetative Obstruction	70
Overhead Vegetative Obstruction	45
Other Obstruction*	17
Total	**142**

**Other Obstructions could include bollards, retaining walls, handrails, and trash cans. This list is not exhaustive.*

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ADA Self-Evaluation & Transition Plan
City of Allen – Parks & Recreation
2023

The draft Transition Plan will be shared with the stakeholders for discussion. The meeting will start with a high-level overview of key issues identified across the District's buildings and parks. The meeting will then look at thematic sections to refine the various components and offer feedback on priorities and where changes may need to be made.

5. Experience and qualifications

Established in 2004, Direct Access is an international, award-winning accessibility consultancy. As a Disability:IN certified Disability Operated Business Enterprise (DOBE), Direct Access boasts a team of 19 professionals, all of whom have disabilities.

Core Services:

- **Transition Plans:** Covering ADA Title I and II, ABA, PROW, Section 504, FHA, ANSI 117.1, and various City, State, and Federal standards.
- **Facility Evaluations:** Assessments of established facilities to ADA II, III and State Building Codes.
- **Access Consultancy:** Collaborating with architectural and design teams on new builds and refurbishment programs to ADA Titles II, III and State Building Codes.

Recent ADA Transition Plan clients:

- **Massachusetts:** Including the City of Boston, and the Towns of Stow, North Reading and Westford.
- **Missouri**: Including the City of Ozark.
- **Texas:** Including the Cities of Southlake, Allen and McKinney
- **Arkansas:** Including the City of Fayetteville

Statewide Contracts:

- **PRF76 ADA zonal barrier removal:** with the Commonwealth of Massachusetts.
- **Diversity, Equity, Inclusion, and Accessibility Consulting Services:** in Arizona.
- **Vermont Statewide Housing Accessibility Assessment:** An innovative pilot program helping hundreds of disabled Vermonters remain independent in their homes, recently extended for a third year.

Direct Access has undertaken several Title III ADA evaluation projects in Miami and Fort Lauderdale for US-wide companies with offices in Florida in addition to working with national companies such as Starbucks that have multiple outlets in the State. Direct Access are a supplier of Accessibility Consultancy services to the Valuable 500, a consortium of CEOs innovating for accessibility and inclusion.

Unique Value Proposition:

Direct Access is unique because all team members have disabilities. While any consultancy can quote standards, the lived experience of disability adds significant value. The team includes:

- Architectural Degree holders.
- Certified Access Professionals in Built Environments (IAAP).
- Certified ADA Coordinators.
- Doctoral researcher in urban space accessibility.

100%

of the Direct Access team are Individuals with Disabilities providing valuable insight into accessibility challenges

Direct Access is ISO 9001 certified for their Access Audit and Consultancy programs, including ADA Transition Plans.

Thought leadership on accessibility and inclusion

As a recognized leader in accessibility and inclusion, Direct Access is frequently called upon to share its expertise through keynote presentations, articles, and industry contributions. Direct Access' commitment to advancing accessibility goes beyond ADA compliance, aiming to inspire innovation and foster a deeper understanding of inclusion across various sectors.

Last fall, the Florida Chapter of the American Public Works Association published a feature written by Direct Access on the new final rule for public-right-of-way accessibility guidance (PROWAG) issued by the Access Board. Direct Access' Director for Strategic Partnerships, Steve Dering is a guest lecturer for engineering undergraduates at the University of Florida (photo right), offering vital role models and showcasing how the team members have developed skills and capabilities as ADA Coordinators, Consultants, and PROW Engineers.



Direct Access' contributions extend across multiple platforms and industries. Recent examples include:

- **New York Build Expo:** Presentation on accessible bathroom facilities (January 2024).
- **Home and Community-Based Services (HCBS):** Direct Access and the State of Vermont presented the results of the innovative Vermont housing accessibility pilot, delivered by Direct Access since 2022, to state, federal, and local policymakers, as well as organizations delivering waiver and other HCBS programs.
- **New Hampshire Municipal Association:** Exploration of opportunities for municipalities to innovate beyond ADA requirements, providing guidance on proactively enhancing accessibility in their communities (January 2024).
- **National Association of Park Foundations:** Article on accessible parks and recreation facilities, emphasizing the importance of inclusive design in public spaces that serve all community members.

These engagements reflect Direct Access' commitment to thought leadership and ongoing efforts to influence accessibility practices nationwide. By sharing knowledge and experience, Direct Access continues to lead the conversation on creating environments that are truly accessible for everyone.

Staff Credentials

Direct Access' team of nineteen dedicated accessibility professionals is led by Founder and President, Steven Mifsud MBE. A staff structure chart illustrating the Direct Access team is provided along with resumes of key staff members on subsequent pages. With certified DOBE (Disability Operated Business Enterprise) status, Direct Access offers a fully diverse team with the capacity to undertake the work in-house.

Contract Management:

Steven Mifsud MBE: Program Director with full program oversight. NRAC certified Access Consultant and BA (Hons) degree in architecture. Steven has overseen every ADA Transition Plan program for municipalities delivered by Direct Access.
Steve Dering: A certified ADA Coordinator and Accessibility Professional (Built Environment), will lead contract management.

Roger Thompson: Roger ensures seamless integration with all team members throughout the program. As a Senior Access Consultant, he works across multiple projects and leads on Direct Access' training provision.

Please note: Steven and Steve are both Deaf therefore email is the preferred method of communication. For telephone as requested in the specification, Roger will be the primary contact.

Within twenty-four hours, Direct Access will attend meetings, respond to calls and inquiries.

Key Team Members undertaking facility evaluations:

Joe Prochilo: Joe sits on the Architectural Access Board, which develops and enforces regulations to make public buildings accessible, functional, and safe for use by persons with disabilities. With over ten years of experience as a Disability Advocate before joining Direct Access, Joe has been instrumental in creating accessible environments, including the development of accessible public housing. His experience and ADA Coordinator certification will drive the delivery program.
Mathieu Kolensky: Primarily works on Direct Access' statewide housing accessibility contract in Vermont, a novel program that enables people with disabilities to be more independent in their homes. Mathieu also provides a roving role, offering short, ad-hoc audit services, particularly related to accessible housing.
Jamie Martin: Public realm specialist consultant with extensive experience of exporting ADA expertise to other countries which do not have their own accessibility standards and rely on ADA guidance.

Other key Team Members:

Raymond Okon: Ray is Direct Access' graphic designer creating accessible and intuitive ADA Transition Plans from data collated by the facility evaluation team.

Example ADA Transition Plan:

https://www.cityofallen.org/2393/ADA-Transition-Plan#:~:text=Council%20adopted%20the%20transition%20plan,with%20Disabilities%20Act%20(ADA)

Other cities Direct Access have worked with have not placed their ADA Transition Plans into the public domain.

Steven Mifsud MBE

smifsud@directaccess.group
+1 (727) 478-2652



Summary

Founder and President of the award-winning disability accessibility consultancy, Direct Access, Steven has dedicated his career to promoting inclusivity. Direct Access was born out of Steven's passion for creating accessible environments, inspired by his own experiences as a deaf cochlear implant user. In recognition of his contributions to improving access for people with disabilities, Steven was awarded the MBE in Her Majesty the Queen's Birthday Honors list in 2021.

Steven holds a degree in Architecture and has over 20 years of experience in accessibility, with specialized expertise in housing.

Relevant experience

Founder / President 2004 to current

Direct Access Consultancy LLC

Since its establishment in 2004 by Steven Mifsud MBE, Direct Access has grown from strength to strength, becoming internationally recognized as a leader in disability access. The company has won numerous awards, particularly for its expertise in creating a more inclusive world.

Steven has served as the lead Access Consultant on several significant projects, including ADA Transition Plans for the City of Allen and the City of McKinney in Texas, and accessibility plans in Vermont for the town of Bethel and the DAIL housing programs across the state. He has also worked with Native American organizations in Montana, where the ADA is not enforceable, yet clients are committed to inclusivity. Additionally, Steven leads the Direct Access team in working with Starbucks and delivering inclusion programs for insurance firms and media production companies in Philadelphia.

Steven's expertise has made him highly sought after internationally. Since 2018, he has served as the Universal Design Project Director and later as the Director of Accessibility for Expo 2020 Dubai, the largest world exposition ever and the first in the Middle East. As the expo has come to a natural end, the site is being repurposed into a new residential development that includes support programs for residents with disabilities and recently hosted COP28.

Steven has also worked on hotel and retail facilities in West Virginia, delivered presentations on accessibility within educational facilities in Utah and Georgia, and consulted for museums in New Hampshire.

Awards

Member of Power 100, 2019 and 2020 (Shaw Trust list of the most influential people with disability)

Export Champion 2022-24, Government Northern Powerhouse/Department of International Trade

Emerging Exporter Winner 2019, Insider Business Awards

International Trader of the Year 2018 winner, Cheshire Chamber of Commerce Awards

'Salt Of the Earth' Award 2018, Nantwich

Certifications

Member of the NRAC, National Register of Access Consultants (Consultant Level)

Education

BA (Hons) Architectural Design
University of Brighton
1995 - 1998

Roger Thompson

rthompson@directaccess.group
+1 (727) 478-2652



Summary

Roger coordinates Direct Access Consultancy's ADA Transition Plan and training programs. He joined Direct Access in 2023, quickly becoming a cornerstone of our consultancy team. With over 20 years of experience in leadership roles at the National Institute for Deaf People, Roger has a long-standing commitment to improving the lives of disabled individuals.

Roger's expertise in ADA Transition Plans has seen him oversee teams working on major projects such as PROW for North Reading, and the Town of Stow, where evaluations of municipal programs, policies, and facilities were conducted. He has also played a key role in developing Starbucks' Inclusive Design Framework, and subsequently delivering disability awareness training to staff and partners.

Outside of his professional roles, Roger remains deeply involved in his community through voluntary work with organizations like Wolverhampton Healthwatch and the Soup Kitchen at Bethel Lighthouse, continually striving to make a difference for others.

Relevant experience

Senior Access Consultant 2023 to current

Direct Access Consultancy LLC

Roger coordinates Direct Access' training programs training programs and has delivered accessibility training across the transport, cultural, government, and retail sectors. His expertise ensures that teams are well-equipped to implement inclusive practices across various industries. Roger contributed to Starbucks' Inclusive Design Framework, where he provided disability awareness training to staff and partners, fostering inclusive environments for employees and customers alike.

In North Reading, MA, Roger evaluated municipal programs, policies, and employment practices, and reviewed the town's online platforms for WCAG compliance. He assessed the High School/Middle School, elementary schools, and Hillview Golf Course to ensure ADA compliance across educational and recreational facilities. For the Town of Stow, MA, Roger led the ADA Transition Plan, evaluating municipal programs and policies, and conducting facility assessments, including the Town Building, Historic Town Building, Police Department, and Pine Bluff Recreation Area, to ensure ADA compliance.

Education & Certifications

Centre for Accessible Environments – Access Auditing
2023

Prince2 Foundation
May 2014

CACDP Communication and Guiding Skills with Deafblind People-level 3

CACDP Sign Language level 2

Joseph Prochilo

jprochilo@directaccess.group
+1 (727) 478-2652



Summary

Joe delivers Direct Access Consultancy's ADA Transition Plan and audit programs for multiple municipalities and education provision. He sits on the Architectural Access Board which develops and enforces regulations designed to make public buildings accessible to, functional for, and safe for use by persons with disabilities.

For the City of Worcester, Joe developed the first-in-the-nation access survey criteria for Mobility-impaired, Deaf, Blind, and Low-Vision populations. He instituted an access Gold-Silver-Bronze program to recognize access compliance for businesses.

Relevant experience

Access Consultant 2023 to current
Direct Access Consultancy LLC
Joe leads a team of people with disabilities undertaking facility audits and barrier removal reports working with the City of Boston and the Towns of Westford, Stow and North Reading and a statewide contract for Massachusetts. This includes the audits of educational provision in schools across the northern Boston metro area.

Accessibility Advocate 2014 to 2023
Accessibility Advisory Commission

Joe led a team of Accessibility Advocates as a Subject Matter Expert on The Americans with Disabilities Act of 1990 (ADA), ADA Accessibility Guidelines (ADAAG), ABA, FHA, The Rehab Act of 1973, Public Right-Of-Way Accessibility Guidelines (PROWAG), HUD Accessible Housing Regulations, ANSI 117.1, ADA Title I, II and III.

He created and implemented a system to track the resolution of all compliance issues identified in accessibility audits. The system enabled Worcester to prioritize, assign, and track the status of all outstanding access violations. Status reports were produced to update the city's transition plan to mitigate $41.175 million in potential penalties.

Joe developed initiatives in the housing construction market to increase the number of accessible housing units from 5% to 20% of all newly constructed housing to ease a 35-year backlog for affordable accessible apartment units in the city.

Certifications

Executive Certification in Home Modifications
USC Leonard Davis School
2017

Education

Certified ADA Professional
University of Alabama at Birmingham
2016

Certified ADA Coordinator
University of Missouri
2016

Masters of Business Analysis
Boston University
2012

Master of Business Administration
Clarke University Graduate School
2004

Raymond Okon

rokon@directaccess.group
+1 (727) 478-2652



Summary

Raymond is the creative force behind Direct Access' digital landscape, serving as our web specialist and graphic design expert. Since joining the team in 2023, Raymond has played a pivotal role in transforming our online presence, working hand-in-hand with the marketing department to showcase our global expertise as a leading accessibility consultancy.
A graduate of Keele University with a Master's in Advanced Computer Science, where he earned Distinction honors, Raymond combines his technical prowess with a keen eye for design. With over a decade of experience as a Senior Web and Graphic Designer, Raymond's career is marked by his dedication to digital accessibility. He has worked with top-tier IT and business solution companies, honing his skills and leaving a lasting impact on every project.

Relevant experience

Graphic Designer 2017 to current
Direct Access Consultancy LLC
Raymond's unique blend of graphic design, accessibility innovation, and technical expertise makes him a crucial asset to Direct Access, ensuring that every ADA project meets the highest standards of inclusivity and professional design from consultation materials to the final ADA Transition Plan documents.

Each ADA Transition Plan consultation event involved the design of multi-component tactile maps that integrated braille, interpretation models, easy-read translations, and accessible maps to enable blind and low vision citizens to be engaged in developing their local ADA Transition Plan. Raymond ensured that these complex elements came together in a way that was impactful yet intuitive, avoiding overwhelming users while elevating accessibility standards.

A seasoned graphic and web designer, Raymond's expertise extends far beyond traditional design. His work involves collaborating on architectural software like AutoCAD, 3DS Max, and Revit, bringing technical precision to projects that push the boundaries of accessibility. He has also led the integration of facility diagrams into compliance tracking systems for clients such as the RSC, where he applied his skills across 22 sites to ensure recommendations and highlighted issues were easy to follow, significantly enhancing accessibility.

Certifications

Advanced Management Program, African Management Institute – 95.4% across 18 courses.

Certified System / Network professional via IT training – 2012.

Education

MSc Advanced Computer Science
Keele University
2022

BSc (Hons) Industrial Microbiology
Imo State University
2005 - 2008

Steve Dering

sdering@directaccess.group
+1 (727) 478-2652



Summary

Profoundly deaf since birth and a native sign language user, Steve has 22 years of experience in senior frontline roles promoting accessibility and inclusion across city government, third sector, and private sector organizations. He joined Direct Access as Business Development Manager in 2017, initially based in Dubai.

Steve now coordinates Direct Access' international consultancy team, focusing on multi-site and intersectional projects that integrate LGBTQ and disability accessibility. He is currently pursuing a doctorate at the University of Glasgow's Centre for Disability Research, specializing in the accessibility of urban spaces in the United States and the UK.

Relevant experience

Director, Strategic Partnerships 2017 to current
Direct Access Consultancy LLC
Steve coordinates teams delivering multiple accessibility programs, ranging from building and services audits to inclusion training, with offices in the USA, UK, and a team in the Middle East. He leads Direct Access' statewide contracts with the Commonwealth of Massachusetts for barrier removal and zonal planning, as well as the statewide contract for accessibility consultancy services in Arizona.

In 2019, Steve won the inaugural MEED Economic Digest Editor's Award for Inclusivity for his work in increasing accessibility for people with disabilities in the UAE. In January 2024, he was elected to the Global Leadership Council of the International Association of Accessibility Professionals, where he helps train and certify over 5,000 Accessibility Professionals globally.

Steve sits on the Greater Cambridge Design Review Panel advising on disability aspects of complex zoning schemes both residential and commercial. Steve also serves as the Quality Assurance lead and ADA Coordinator for Direct Access, reviewing and signing off on each accessibility report before submission to clients.

Certifications

IAAP Certified Professional in Accessible Built Environments

Certified ADA Coordinator
University of Missouri

Graduate Member Institute Occupational Safety & Health

Presentations

TEDx Economic Impact of Accessibility – Feb 2020

Disability Perspectives in Evacuation Methodologies –Sept 2018

Education

Doctor of Philosophy
University of Glasgow

MSc Occupational Safety & Health
Manchester Met University
2017-18

Access Auditing
Centre for Accessible Environments
2017

Mathieu Kolensky

mkolensky@directaccess.group
+1 (727) 478-2652



Summary

Mathieu coordinates Direct Access' independent living programs - working on a statewide contract, Mathieu facilitates home based assessments that empower people with disabilities to become independent in their own homes. A successful pilot program has now been extended into a third year.

He was previously a Service Coordinator managing personal assistance services for people with disabilities as part of health care and rehabilitation services.

Relevant experience

Access Consultant 2023 to current
Direct Access Consultancy LLC
Mathieu undertakes home based assessments and coordinates the independent living programs – reports provide the basis for the State to award funds to modify and enhance an individual's home for accessibility. He also leads evaluation programs for public housing authority offices in New York and Washington states.

Mathieu develops and delivers training on home modifications, accessibility and inclusion that includes how to engage with people with disabilities and facilitation of consultation programs. He also develops and delivers training for people with disabilities in using assistive technology within the workplace.

He has worked with Direct Access' Founder on accessibility projects including the Neutral Access Consultant role for HUD funded public housing authorities.

Service Coordinator 2022 to 2023
Upper Valley Services
Responsible for ensuring all Federal and State guidelines are followed. Developed and nurtured a diverse multi-site staff team ensuring work-life balance, cultural awareness and conflict resolution tools are embedded.

Conducted customer and staff satisfaction surveys, codified findings and implemented recommended changes.

Certifications

QIDP certification

CPR certification

Education

BA Sociology
BS Regional Planning
Westfield State University
2012-2016

Fair Housing Accessibility First
2023

Jamie Martin

jrhysmartin@directaccess.group
+1 (727) 478-2652

Summary

Jamie joined Direct Access after eleven years community development work with the National Deaf Children Society supporting families with newly diagnosed deaf children advocating for education access improvements. Prior to that Jamie worked in Sydney, Australia with young people with Cerebral Palsy facilitating access to sporting facilities.

Since joining Direct Access, Jamie specializes in public realm audits of trail heads, parks and urban settings from downtown facilities and services to large out of town retail facilities. He has developed an inclusive 20 parks network for Cwm Taf to encourage more people with disabilities to access outdoor spaces and facilitated consultation programs with people with disabilities in the museum, heritage, and tourism sectors to identify local priorities for access improvements.

Relevant experience

Access Consultant 2021 to current
Direct Access Consultancy LLC
Jamie undertakes accessibility audits of public accommodations to ADA Title III requirements, particularly in the Heritage and Museum sectors. Under Title II, Jamie has worked on the ADA Transition Plan program for City of Allen, Texas developing and costing recommendations.

He has worked on iconic museum projects including the new V&A East development, the world's largest art museum with 2.3m items across 145 galleries and the National Collections Center which will open its doors to the public later in 2024. He has completed audits for Fire Departments for both on-call and sleep-in facilities.

Overseas, in Ireland, Jamie has produced an Access Guide for citizens and visitors with disabilities to the Cavan area, a semi-rural location of 365 lakes and multiple small towns that was the winner of a European Award for Accessibility initiatives.

Jamie is the lead Access Consultant undertaking desktop-based accessibility design appraisals of the 21 entertainment centers, 50 cinemas and 2 theme parks as part of the SEVEN entertainment facility in development in Saudi Arabia. This is designed to ADA standards.



Presentations

York Museum Development
What to look for in an accessible museum - 2023

Leonard Cheshire – 2022
Engaging communities of people with disabilities to identify local access barriers and how to remove them.

Education

BA (Hons) Deaf Studies
Wolverhampton
1997-2000

Access Auditing
Centre for Accessible Environments
2022

Neurodiversity in Buildings
Centre for Accessible Environments
2022

Sophie Malton

smalton@directaccess.group
+1 (727) 478-2652



Summary

Since gaining Qualified Teacher Status in 2011, Sophie has worked in a variety of educational settings at elementary levels. This has included working with young neurodiverse people with disabilities and Special Educational Needs coordinators.

Sophie works with the Forest Schools and Beach Schools initiatives which encourage children out of the classroom to learn more about their environments in forests or on the beaches. She coordinates teams working with Universities, Colleges and community education facilities to improve accessibility.

Relevant experience

Education Access Consultant 2021 to current
Direct Access Consultancy LLC

Sophie has led on Direct Access' key Government clients including the Dáil Éireann - the lower house, and principal chamber, of the Oireachtas, which also includes the President and a senate called Seanad Éireann. All part of the Government of Ireland.

Sophie coordinates all aspects of education access audits for schools at all levels, colleges, and universities. As Direct Access' safeguarding lead, she advises on child protection policies and procedures affecting people with disabilities.

In her work with Starbucks, Sophie is instrumental in developing new store infrastructure for all company-owned facilities, ensuring accessibility for both public-facing and employee areas. Additionally, she leads evaluation programs for BUPA, the medical services provider, and is spearheading the development of an organization-wide accessibility standard..

Certifications

CAE Accessible Environments – 2021

National Register of Access Consultants

Presentations

Inclusive Learning Environment Show - 2022

Education

BA (Hons) English
Liverpool John Moores University

2006-09

Post Graduate Certificate of Education
Hope University Liverpool

2010

6. Schedule

	N	D	J	F	M	A	M	J	J	A	S	O
Award announcement												
Contract kick off meeting												
Develop process, procedures and forms to conduct reports												
Meet with staff to gain insight and review appropriate reports												
Summarize data and findings from document research												
Identify which City buildings and facilities are subject to ADA requirements and undertake assessments												
Conduct barrier assessment surveys and develop Access Compliance Assessment Reports												
Interim meeting												
Develop draft ADA self-evaluation and transition plan												
Present draft ADA Transition plan												
Finalize ADA Transition Plan												
Present findings to the City												

Direct Access has developed the above proposed schedule taking into account the weather conditions of the summer months in Florida. Direct Access has a large team therefore if additional resources are required to make the most of a weather window for external evaluations, Direct Access has the capacity to do so.

Although only three meetings are indicated at start, interim and end, Direct Access plan to hold monthly meetings during the first three as the program starts. This will be reviewed and agreed with the City as to the required level of frequency after the first three months.

7. Pricing of services

Direct Access note the requirement for an all-inclusive monthly fee. It is proposed that this is $15,300 per month for 12 months which provides for $183,600 for the year.

Hourly rates

The following hourly rates are inclusive of travel expenses and ancillary costs, ensuring all necessary work is covered without additional charges for travel or related expenses:

- Steven Mifsud MBE, Founder and President $220
- Steve Dering, Director Partnerships $190
- Roger Thompson, Senior Access Consultant $175
- Joe Prochilo, Access Consultant $150
- Mathieu Kolensky, Access Consultant $150
- Jamie Martin, Access Consultant $150
- Sophie Malton, Access Consultant $150

8. References

City of Allen, TX - ADA Transition Plan



Direct Access completed in eight months in 2023, the ADA Self-Evaluation and Transition Plan for the City of Allen, pop. 102,000, to the north of the Dallas-Fort Worth area. The program included over 85 parks, recreational facilities, a railroad museum and the Credit Union of Texas' 6,275 seat multi-purpose indoor arena. Direct Access covered all the built facilities and soft surface trails with a dedicated team undertaking 75 miles of sidewalk and hard surface trail data collection, data processing and reporting, with project-wide data integration to GIS deliverables.



Direct Access also facilitated two consultation groups of citizens with disabilities to provide input into the program to determine priorities for budget expenditure and allocation to fiscal years. Extensive social media, radio and television engagement was undertaken throughout from explaining the purpose of Segway mobile data collection in parks to soliciting initial feedback and to generate interest in the two group sessions.



Middle: GIS data and video recording of sidewalk data collection within the City of Allen.
Bottom: Screenshots from one of the site evaluation reports.

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Reference: Jennifer Robinson, Project Manager Park Development
Email: jrobinson@cityofallen.org
Phone: (214) 509 4711
City of Allen, 301 Century Parkway, Allen, TX 75013

CITY OF ALLEN

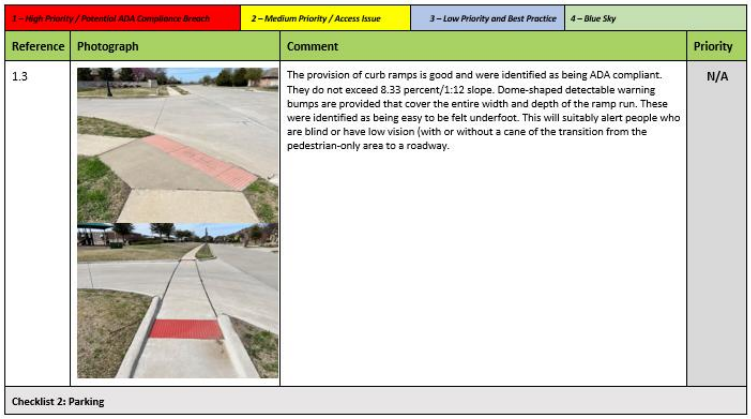
City of McKinney, TX – ADA Facility Audits



In January 2024, Direct Access successfully completed a comprehensive program of facility audits and GIS mapping of sidewalks and parks for the City of McKinney, Texas. Recognized as the nation's fourth fastest-growing city between 2010 and 2019, McKinney is not only a burgeoning urban center but also serves as the county seat of Collin County. This rapid growth has placed increased demands on the city's infrastructure, especially in public spaces like parks and recreational areas.

The pilot program, initiated by Direct Access, is a pivotal step in shaping the development of a city-wide ADA (Americans with Disabilities Act) facility audit program, scheduled to be carried out in 2024-2025. The insights and data gathered from this initial phase are already proving invaluable in informing broader efforts to ensure accessibility across McKinney's public facilities.

McKinney is committed to maintaining and improving its public spaces to meet the needs of its growing population. The city has embarked on an ambitious program to refresh its playgrounds and parks, ensuring that no equipment is older than fifteen years. This ongoing commitment underscores the city's dedication to providing safe, modern, and accessible recreational spaces for all residents. Direct Access's role in this initiative involved conducting detailed facility audits, collecting hard surface trail data, and processing that data to generate insightful reports. The data was meticulously integrated into GIS (Geographic Information System) deliverables, enabling the city to visualize and manage the information effectively. By mapping out the city's parks and sidewalks, the project not only identified current accessibility issues but also set the stage for future improvements that will enhance the overall quality of life in McKinney.



1 – High Priority / Potential ADA Compliance Breach	2 – Medium Priority / Access Issue	3 – Low Priority and Best Practice	4 – Blue Sky

Reference	Photograph	Comment	Priority
1.3		The provision of curb ramps is good and were identified as being ADA compliant. They do not exceed 8.33 percent/1:12 slope. Dome-shaped detectable warning bumps are provided that cover the entire width and depth of the ramp run. These were identified as being easy to be felt underfoot. This will suitably alert people who are blind or have low vision (with or without a cane of the transition from the pedestrian-only area to a roadway.	N/A
Checklist 2: Parking			

This collaboration between Direct Access and the City of McKinney exemplifies how targeted data collection and analysis can drive meaningful, community-focused urban development. As the project moves into its next phases, it promises to create a more inclusive environment for all residents and visitors in this rapidly growing city.

Reference: Jennifer Baker. Parks, Planning & Development Manager
Email: jbaker@mckinneytexas.org
Phone: (972) 547-7500
City of McKinney, 222 N. Tennessee St. McKinney, Texas 75069

City of Southlake, Texas – ADA Transition Plan

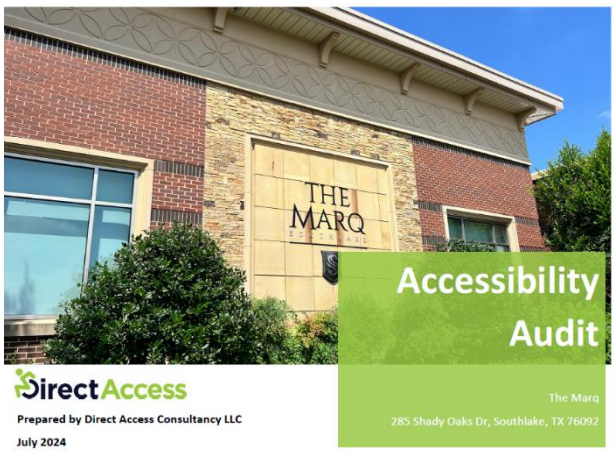
The City of Southlake was undergoing its own Self-Evaluation and Transition Plan. Staff capacities meant the city needed to outsource the parks evaluations of its largest facilities:

- Bicentennial Park
- Bob Jones Park
- Tennis Center
- The Marq

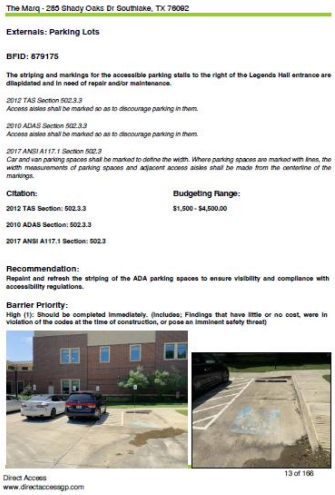
Direct Access completed in July 2024, audits of key park and recreation facilities for the City of Southlake in Denton County, between the urban centers of Dallas and Fort Worth, Texas.

Direct Access covered all the built facilities including the 23,000 square foot Marq fitness and aquatics facility, Aria, an outdoor amphitheater hosting concerts, and the Southlake Tennis Centre with 19 lighted hard courts. Within the Bicentennial Park, Direct Access covered the baseball fields, Liberty Gardens, the Southlake Pickleball complex and multiple playgrounds. The Bob Jones Nature Center & Preserve covers more than 700 acres of cross timbers habitat with more than 20 miles of hiking trails and is home to over 1,100 species of flora and fauna.

The team assessed all hard and soft surface trails, buildings and facilities with specific cost estimates for barrier removal.







Reference: Melody Anderson, Operations Manager
Email: MAndersen@ci.southlake.tx.us
Phone: (817) 748-8037
1400 Main Street, STE 460, City of Southlake, Texas

CITY OF SOUTHLAKE

Town of North Reading, MA – ADA Transition Plan



Direct Access was awarded a contact in 2023 to develop the ADA Transition Plan for the town. The program includes the evaluation of all municipal programs and policies in addition to town communications (website to WCAG standards, the suitability of content and language used within) and employment policies (ADA Title I).

The facilities that are assessed and involved in the ADA Transition Plan are:

- North Reading High School/Middle School
- L.D. Batchelder Elementary School
- J. Turner Hood Elementary School
- E. Ethel Little Elementary School
- Hillview Golf Course/Function Facility



The sidewalk and curb ramp assessment covers 80 miles of sidewalk and 800 curb ramps using dedicated profiler technology (see photo right).

Reference: Todd Woekel, Facilities Manager
Town of North Reading, 235 North Street, North Reading, MA 01864-1298
(978) 357-5260

City of Fayetteville, AR – ADA Facility Audits



Fayetteville is the second largest city in Arkansas. Direct Access was commissioned in 2023 to undertake audits of key facilities including:

- City Hall
- Television center
- Facilities Maintenance
- Development Services
- Senior Centers.

Following the initial awarded contract, Direct Access is working with the City on a rolling program across 70 other buildings.

Reference: Quin Thompson, Building and Facilities Maintenance Manager
Email: qthompson@fayetteville-ar.gov
Phone: (479) 575 8346
City of Fayetteville, 113 W Mountain St, Fayetteville,
Arkansas 72701

Town of Stow, MA – ADA Transition Plan

In October 2023 Direct Access was awarded a contact with the Town of Stow to evaluate municipal programs and policies as part of the ADA Transition Plan for the town. The facility assessments include:



- Town Building
- 375 Great Road (Historic Town Hall building)
- Police Department
- Pompositticut Community Center
- Fire Department
- Highway Department
- Pine Bluff Recreation Area

Reference: Ashley Pinard, Procurement and Grants Administrator
Stow Town Building, 380 Great Road, Stow, MA 01775
(978) 897-4514

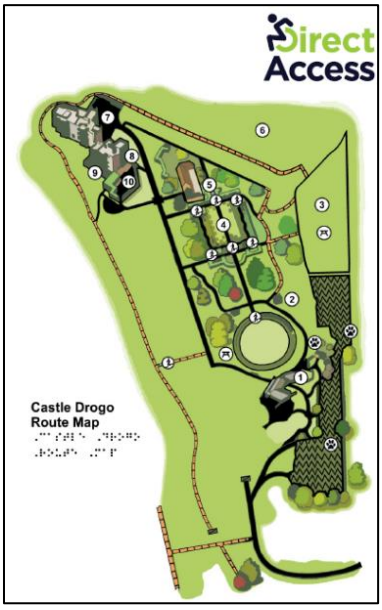
Other expertise and creative approaches

Direct Access has been a sponsor of the National Association of Parks Foundations for two years supporting members with ADA queries and concerns.

Proud Member
National Association of Park Foundations

Direct Access' letter sized tactile maps give blind and low vision people access to information which improves spatial awareness, empowering them to engage with an environment independently. Direct Access takes an existing map and processes it through advanced design software to create tactile swell paper maps. These maps feature raised outlines, symbols, and text, making them accessible and easily interpreted by individuals with visual impairments.

Tactile swell paper maps, which are considered the industry standard for accessible information, are distinct from regular paper maps. They are not printed on traditional paper, but rather on a special material that allows features to be felt by touch.



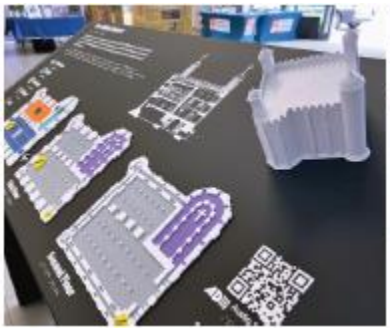
Direct Access' Tactile Map Board is an inclusive new way-finding device that features tactile, pictorial and Braille information as well as QR codes which when scanned allow users access to directional information in audio description and sign language formats.



Designed to accommodate the accessibility requirements of people with disabilities who may otherwise struggle to navigate public spaces, the Board's accessibility features place a particular emphasis on individuals who are Deaf, Blind or neurodivergent. The Tactile Map Board is designed with a high-contrast aesthetic palette to enhance visibility, making it especially suitable for both older citizens and children. The map can also be used by other people as any other static map.

Top right: Map for the City of Allen, Texas Parks and Recreation Department. It has not been installed yet so please see below for an example of an installed map – this one has a tactile model incorporated for an iconic building.







9. Forms

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: DIRECT ACCESS CONSULTANCY LLC

   Address: 4600 140TH AVE NORTH, STE 180

   City, State, Zip CLEARWATER FL 33762 Phone/Fax: 727 478 2652

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

3. If Corporation, state: LLC
   Date of Incorporation: 3/5/21 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:

   STEVEN MIFSUD FOUNDER — 2021

   STEVE DERING DIRECTOR — 2021

   _____ — _____

   _____ — _____

6. The length of time in business: 20 years (3 INCORPORATED)

7. The length of time (continuous) in business as a service organization in Florida: 3 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.

18

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 STEVE DERING

Direct Access Consultancy LLC
4600 140th Avenue N. STE 180
Clearwater, FL 33762

info@directaccess.group

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 STEVE DERING the
(Name)
DIRECTOR of DIRECT ACCESS CONSULTANCY LLC
(Title/Position) (Company)

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

10/7/24
Date

Signature

21

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

(1) He/She/They is/are the OFFICER
(~~Owner, Partner~~, Officer, ~~Representative or Agent~~) of
DIRECT ACCESS CONSULTANCY the PROPOSER that has submitted the attached proposal;

(2) He/~~She/They~~ is/~~are~~ fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: Signature

STEVEN MIFSUD
Witness

STEVE DERING, DIRECTOR
Print Name and Title

22

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 DIRECT ACCESS CONSULTANCY LLC 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: STEVE DERING

Title: DIRECTOR

Sworn and subscribed before me this

7th day of October, 2024

Kelly Brill

Notary Public
State of Florida at Large

KELLY BRILL
Notary Public - State of Florida
Commission # HH 407328
My Comm. Expires Jun 6, 2027
Bonded through National Notary Assn.

My commission expires: 6th June 2027

23

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: STEVE DERING

Title: DIRECTOR

State of Florida County of Pinellas

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☑ online notarizations this 7th day of October, 2024.

By Steve Dering

Personally known _____ OR produced identification V

Kelly Brill

Notary Public

My Commission Expires June 6th 2027

KELLY BRILL
Notary Public - State of Florida
Commission # HH 407328
My Comm. Expires Jun 6, 2027
Bonded through National Notary Assn.

24

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.

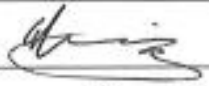
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize 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: DIRECT ACCESS CONSULTANCY LLC

Authorized Signature: 

Print Name: STEVE DERISE

Title: DIRECTOR

Date: 10/7/24

Direct Access Consultancy LLC
4600 140th Avenue N. STE 180
Clearwater, FL 33762

info@directaccess.group

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 STEVE DERING

Direct Access Consultancy LLC
4600 140th Avenue N. STE 180
Clearwater, FL 33762

info@directaccess.group

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

(1) He/She/They is/are the OFFICER
(~~Owner, Partner~~, Officer, ~~Representative or Agent~~) of
DIRECT ACCESS CONSULTING the PROPOSER that has submitted the attached proposal;

(2) He/~~She/They~~ is/~~are~~ fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness	By: Signature
STEVEN MIFSUD Witness	STEVE DERING, DIRECTOR Print Name and Title

State of Florida

Department of State

I certify from the records of this office that DIRECT ACCESS LLC which changed its name to DIRECT ACCESS CONSULTANCY LLC, is a limited liability company organized under the laws of the State of Florida, filed on March 15, 2021.

The document number of this company is L21000122434.

I further certify that said company has paid all fees due this office through December 31, 2021, and its status is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-second day of May, 2021

Laurel M. Lee

Secretary of State

CR2E022 (01-11)

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 STEVE DERING (Name) the DIRECTOR (Title/Position) of DIRECT ALIGN CONSULTANCY 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.

10/7/24
Date

Signature

Form **W-9**
(Rev. May 2019)
State of Colorado
Substitute

Request for Taxpayer Identification Number and Certification

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

Give Form to the requester or State Department. 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.
DIRECT ACCESS CONSULTANCY 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) ▶ C

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) ▶ ☐ Government

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 Remittance address (number, street, and apt/suite or PO Box). See instructions.
4600 140TH AVENUE NORTH, STE 180

Procurement address if different (optional)

6 City, state, and ZIP code
CLEARWATER, FL, 33762-3814

7 Contact name and email
STEVE DERING SDERING@DIRECTACCESS.GROUP

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 6 - 2 9 6 2 8 2 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** ▶  **Date** ▶ 10/02/2024

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.*

Certificate Number: UK00003
Expiration Date: 2 August 2027
Renewal required by date above

Disability:IN

Disability:IN
Hereby Recognizes:

Direct Access Consultancy

As a Certified Disability-Owned Business Enterprise™
(DOBE)

Jill Houghton
President & CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2024

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 Business & Family Insurors, Inc. 1001 Highland Ave NE Largo, FL 33770	**CONTACT NAME:** Karen E Gonzalez		
	PHONE (A/C, No, Ext): 727-585-6525	**FAX (A/C, No):** 727-588-0992	
	E-MAIL ADDRESS: karen@bfinsurors.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Burlington Insurance Company		BUR
INSURED Direct Access Consultancy LLC 4600 140th Avenue N - Ste 180 Clearwater, FL 33762	**INSURER B :** Certain Underwriters at Lloyds of London		LL
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		738BG114466	05/01/2024	05/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 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 Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(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	$
B	Professional Liability Insurance			PSM0339949881	04/02/2024	04/02/2025	Per Occurrence	3,000,000
							Aggregate	3,000,000

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

Karen E. Gonzalez

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CITY OF OPA-LOCKA
RFQ NO: 24-1007200

REQUEST FOR QUALIFICATIONS

ADA COMPLIANCE ASSESSMENT AND TRANSITION PLAN

PREMIERE DESIGN SOLUTIONS, INC.
11606 City Hall Promenade - Ste 200.
Miramar, FL 33025
Luis Jurado, President
ljurado@pds-eng.com

October 7th, 2024



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2 LETTER OF TRANSMITTAL

Letter of Transmittal

Junior Bergel
Procurement Officer
780 Fisherman Street. 4th Floor
City of Opa-locka, Florida 33054
jbergel@opalockafl.gov

REF: RFQ NO: 24-1007200 Request for Qualifications ADA Compliance Assessment and Transition Plan

Dear Mr. Bergel and Selection Committee Members,

Premiere Design Solutions, Inc. (PDS) a Miami award winning SBE-A&E firm is pleased to submit this response to outline our qualifications in offering professional services for RFQ NO: 24-1007200 request for qualifications ADA Compliance Assessment and Transition Plan. It is our understanding from this RFQ that the City of Opa-locka is seeking to complete an Americans with Disabilities Act (ADA) compliance assessment and transition plan for the City's facilities. This will consist of a physical accessibility assessment of various facilities and the necessary steps needed to remedy any physical barriers that may exist.

PDS is a leading Engineering firm in Southeast Florida with over 17 years of experience with core services of Professional Engineering, Surveying, Mapping, Permitting and Construction Engineering Inspection with a fundamental line of civil engineering on infrastructure and multi-modal projects. Many of these projects have been focused on improving the Americans with Disabilities Act (ADA) compliance of general city and county infrastructure, such as bus stops, transit facilities, parks and other general facilities.

PDS brings together a highly experienced team of professionals who have led Americans with Disabilities Act (ADA) compliance programs for county agencies and have completed numerous work orders as the primary designer, ensuring critical infrastructure is brought into compliance.

The team will be led by Arethia Douglas, P.E., former Assistant General Manager for Broward County Transit, where she was responsible for implementing all Transit Capital Infrastructure projects, including the Bus Rapid Transit Program, Transit Facilities, Facilities Maintenance, Electric Bus Program, Bus Shelter, and ADA Programs. Previously she served at the New York City Transit Authority working in the Capital Program Management Department designing electrical distribution systems associated with the renovation and rehabilitation of numerous subway stations and transitioned to managing the coordination and oversight of various capital improvement construction projects including ADA improvements.

Supporting her will be Luis Jurado, P.E., who will serve as Principal and QA/QC Manager. Mr. Jurado brings over 20 years of professional engineering experience and is recognized as a leading engineer in South Florida for infrastructure and multimodal projects. He has developed a proven quality control and assurance methodology that ensures proper project development while minimizing impacts on the overall schedule and project goals. He has personally designed and completed numerous ADA improvement projects for transit and intermodal facilities in Broward and Miami-Dade Counties.

Additionally, Mr. Gustavo Eckardt P.E. Senior Civil Engineer is very familiar with the City of Opa-Locka and the city staff, having completed various Projects through the city including but not limited to Land Surveying of most of the city streets, Pump Stations improvements projects, ADA and Transit Bus Shelter improvements, and drainage related projects.

PDS has extensive experience working in the City of Opa-Locka, having completed projects such as CIP Citywide Topographic Surveys for over 200.000 linear feet of city roadways, ARRA Municipalities Groups "A" & "C" for Miami-Dade County, that included various transit improvements at 72 locations in Miami-Dade County, including the City of Opa-Locka and various Pump stations and drainage related projects such as Pump Station 11C upgrades.

PDS is a leader in ADA improvements in Southeast Florida, having participated in critical local, municipal and estate projects, such as ADA Improvements to Transit Facilities County Wide for Broward County Transit, were we provided design to transit facilities in compliance with the Americans with Disabilities Act (ADA) for over 2000 bus stops including features like curb and gutter, landing pads, sidewalk connectors, and ADA ramps. Minor Highway Transit and ADA Improvements were as prime Designer in this 2.5 million Design-Build Project provided engineering support during construction and preparation of FTA final completion checklist to ensure ADA project components were provided. North Jail Facility professional engineering and permitting services for the development of ADA Improvements, and West Regional Terminal ADA Improvements, this Terminal is a major bus terminal for Broward County that services the routes 2, 12,22,30,56 and 88 where we provided designs to make the facility ADA compliant.

Our proven approach and success in public infrastructure projects, blended with our unmatched responsiveness to our clients, led to our award as the Miami-Dade County, SBE A&E Firm of the Year for 2019 as awarded by the Miami-Dade County Internal Services Department (ISD), a great honor which we wish to retribute with great quality work as our clients are already used to.

Previously, PDS had also been awarded as one of the Top 100 Minority Businesses by the Greater Miami Chamber of Commerce, thanks to our dedication and commitment to the successful completion of our projects. One of the Keys to our success is providing prompt and exceptional service, available 24 hours a day, with unmatched responsiveness.

Our team for this RFQ also includes Justin Architects P.A, a highly regarded architectural firm based in the heart of Fort Lauderdale, Florida. They are experts in creating solutions tailored to the needs of the community and a deep understanding of designs based on ADA Title II compliance.

The essential elements we consider crucial for the successful development of this project include understanding the client's requirements thoroughly, maintaining transparent communication with all stakeholders, possessing a proven track record in comparable projects, achieving cost-efficiency, and prioritizing sustainability measures.

We look forward to our selection and the opportunity to present our full credentials.

Sincerely,

Luis J. Jurado



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GENERAL INFORMATION

General Information

Premiere Design Solutions, Inc. (PDS) is a **local minority firm**, established in Florida on June 19, 2007, with headquarters in Broward County in the City of Miramar, and offices in the City of Miami, FL. PDS is licensed, insured, and certified to do business in the State of Florida, providing Professional Civil Engineering and Surveying Services having qualifications and technical categories of work pre-approved by Miami-Dade County, Broward County and FDOT.

PDS is capable of being at the City or at the Project site within minutes, as our office location is very convenient for this project. This contract will be serviced from our Headquarters located in the City of Miramar in Broward County, Florida, not only because it's less than 25 minutes away from **City of Opa-Locka**, but also offers our widest range of in-house resources. Our Miami office is approximately 25 minutes away from the project site as well. Our Headquarters staff work very closely with the Miami Office personnel, and have an integrated system, where both offices work off a single server, with remote connection, video conference capabilities and the capability to share resources seamlessly if needed.

Office	Address	Professional staff
City of Miramar Office (Main office for this project)	11606 City Hall Promenade Ste 200, Miramar, FL 33025	30
Miami Office	2050 Coral Way Ste 505, Miami, FL 33145	5

Table 1. PDS Offices

Contact information of person to be contacted for information or services different from the person in charge.

Luis J Jurado P.E
President
ljurado@pds-eng.com

Normal business hours. Monday to Friday 8:00 am - 5:00 pm

PDS Certifications

1. Professional Engineering Business License
2. Professional Surveyor and Mapper Business License LB8017
3. Florida State corporation Number P07000070993

1. Broward County CBE (County Business Enterprise)
2. Broward County SBE (Small Business Enterprise)
3. Broward County DBE (Disadvantaged Business Enterprise)

1. Miami-Dade County / SBE / AE
2. Miami-Dade Pre-qualified
   1.01 Transportation planning - urban area and regional transportation planning
   1.02 Transportation planning - mass and rapid transit planning
   2.02 Mass transit systems - mass transit feasibility & technical studies
   3.01 Highway systems - site development and parking lot design
   3.02 Highway systems - major highway design
   3.04 Highway systems - traffic engineering studies
   3.09 Highway systems - signing, pavement marking, and channelization
   3.10 Highway systems - lighting
   4.01 Aviation systems - engineering design
   6.01 Water and sanitary sewer systems - water distribution and sanitary sewage collection and transmission systems
   6.02 Water and sanitary sewer systems - water and sanitary sewage pumping facilities
   6.03 Water and sanitary sewer systems - water and sanitary sewage treatment plants
   10.01 Environmental engineering - stormwater drainage design engineering services
   15.01 Surveying and mapping - Land surveying
   15.02 Surveying and mapping - Aerial photogrammetry
   15.03 Surveying and mapping - Underground utility location
   15.04 Surveying and mapping - Hydrographic surveys
   16.00 General civil engineering
   17.00 Engineering construction management

1. State of Florida DBE Certified Firm
2. FDOT Technical Certifications under the following categories:
   Group 3 - Highway Design - Roadway
   3.1 Minor Highway Design
   3.2 Major Highway Design
   Group 7 - Traffic Operations Design
   7.1 Signing, Pavement Marking and Channelization
   7.2 Lighting
   7.3 Signalization
   Group 8 - Survey and Mapping
   8.1 Control Surveying
   8.2 Design, Right of Way & Construction Surveying
   8.4 Right of Way Mapping
   Group 10 - Construction Engineering Inspection
   10.1 Roadway Construction Engineering Inspection
   Group 13 - Planning
   13.5 Subarea/Corridor Planning
   13.6 Land Planning/Engineering

Small Business Enterprise (SBE)



4 PROJECT APPROACH

RFQ ADA Compliance Assessment and Transition Plan City of Opa-locka

The Premiere Design Solutions (PDS) team has developed a nine-step process to conduct a successful implementation of an Americans with Disabilities Act (ADA) Title II (State and Local Government) compliance program. We understand the challenges and opportunities that pursuing this process entails and will work diligently with city staff to impart this knowledge to the City of Opa-Locka. Our Staff includes experts who have conducted the implementation of a fully-fledged program, either in managerial positions within the County, or as a consultant for various agencies during the implementation process.

The main challenge of any ADA Title II program is understanding a concept we know as **"ADA Knowledge Gap", which stands for the discrepancy or difference between what an individual knows and what they need to know to make informed decisions or perform tasks to make a compliant ADA Title II program**. Specialized training on every level of the organization is necessary to ensure that everyone has a clear knowledge of what an ADA compliant organization means, and what the public expects from each stakeholder.

Our nine-step program engages all stakeholders and ensures the city's compliance with the requirements of ADA Title II (State and Local Government).

STEP 1. Designate an ADA Coordinator

The first step is to designate an ADA coordinator for this program. The ADA Coordinator will ensure that the public entity they work for meets its Title II responsibilities. They serve as the lead resource for accessibility and disability nondiscrimination regulations and will work with their public entity to comply with all Title II requirements, including:

a. Complaints and Grievance Procedures
b. General Non-Discrimination
c. Notice
d. Self-evaluation
e. Facility Accessibility and Program Accessibility
f. Transition Plan Oversight
g. Effective Communication

PDS Experience

Our Project Manager, **Arethia Douglas P.E.**, who previously served as the Assistant General Manager leading the Broward County Transportation Department (Transit) ADA program, has identified several challenges related to what we refer to as the **ADA Knowledge Gap**. These challenges are also anticipated to arise in the City of Opa-Locka's program:

- Creating a strong and unified definition of what ADA means at all levels of the organization.
- Effectively communicating this definition through training to different staff members such as technical, non-technical, park, facilities, maintenance and clerical staff.
- Establishing not just a position but a task force to coordinate multiple stakeholders simultaneously.

STEP 2. Provide Public Notice About the ADA Requirements

Defining how and when the public will be notified about ADA requirements is crucial, as public involvement and stakeholder engagement are essential to the ongoing success of the program.

STEP 3. Document Your Current State of Compliance

This involves evaluating all identified city-owned buildings, community centers, and recreation facilities for physical accessibility and identify physical barriers. It also assesses all programs, activities, and services that may be discriminatory to people with disabilities and identify any existing obstacles limiting accessibility. And finally, it reviews policies, practices, and procedures that govern the administration of City programs, activities, and services.

This is a crucial step in establishing a baseline for all decisions related to the City's ADA Title II compliance program, as it minimizes the **ADA Knowledge Gap** by providing a clear understanding of the current state of all facilities and programs.

List of the facilities:

- Government Center. 780 Fisherman Street, Opa-locka, FL – Four story building
- Ingram Park. 2100 Burlington Street, Opa-locka, FL 33054
- Segal Park/Helen Miller Center. 2331 NW 143rd Street, Opa-locka, FL 33054
- Sherbondy Village. 215 Perviz Avenue, Opa-locka, FL 33054
- Public Works. 12950 NW 42nd Avenue, Opa-locka, FL 33054
- 2105 Ali Baba Avenue Community Center Tub Cultural Arts Building
- Pathways and Crossings leading to City Facilities
- City-Owned and/or Rented Parking Facilities

Our review of all the facilities and adjacent infrastructure will be based on the Department of Justice's 2010-ADA Standards for Accessible Design (Latest Edition), American with Disability Act Accessibility Guidelines (ADAAG) and the Florida Building Code (8th Edition).

PDS Experience

2006 internal BCT Analysis

In 2006, our Project Manager led the first comprehensive compliance review for Broward County Transit (BCT). During this review, she identified a significant ADA Knowledge Gap between technical and non-technical staff regarding what constituted an ADA non-compliant situation and their respective responsibilities. This further emphasized the need for a training program that could effectively translate ADA requirements to all areas of the organization, supported by existing training programs such as those from the Florida Department of Transportation (FDOT).

2022 External Analysis by PDS

In 2022, PDS conducted an in-depth external review of several BCT facilities. Our analysis covered ADA compliance, Life/Safety, Electrical, Mechanical, Structural, and Plumbing systems. PDS prepared a Condition Assessment Form and a Condition Assessment Rating Form following the Transit Asset Management (TAM) Facility Performance Measure Report Guidebook, as required by the Federal Transit Administration (FTA), U.S. Department of Transportation. The facility types included:

Name	Square Feet	Facility Type	Year Built or Reconstructed as New
Copans Building No. 4	14368 SF	Administrative Office / Sales Office	2008
Copans Building No. 2	136801 SF	General Purpose Maintenance Facility/Depot	1984
Copans Bus Wash Building	5515 SF	Vehicle Washing Facility	1984
Copans Service Building	1050 SF	Administrative & Maintenance	1984
Ravenswood Building No. 1	47320 SF	General Purpose Maintenance Facility/Depot	2016
Ravenswood Building No. 2	167469 SF	Administrative & Maintenance	2016
West Regional Terminal (Shelter Structures Only)	5200 SF	Bus Transfer Center	1992
Broward Central Terminal	2403 SF	Bus Transfer Center	1990
Northeast Transit Center (NTC)	1932 SF	Bus Transfer Center	2012
Lauderhill Transit Center	2953 SF	Bus Transfer Center	2021

We implement a robust Quality Assurance / Quality Control (QA/QC) procedure in all our projects. For this project, our QA/QC Manager, **Mr. Luis Jurado, P.E.**, a leading expert in transit and facilities ADA compliance, developed our QA/QC manual for facilities verification. He personally conducted a comprehensive review of all documentation related to these assessments. Mr. Jurado was supported by our Engineering Director, **Mr. Gustavo Eckardt, P.E.**, whose public sector experience spans planning, design, and construction management for new and existing infrastructure improvement projects in various municipalities across Miami-Dade and Broward Counties. Mr. Eckardt has overseen pedestrian mobility, pedestrian safety, ADA improvements, and transit projects, including the design of new and improved sidewalks, pedestrian ramps, connectors, bus stops, shelters, transit terminals, park-and-rides, and transit facilities.

The PDS Team is familiar with the City facilities and properties included in this project, our Project Manager, Ms. Arethia Douglas P.E, and Inspector, Mr. Gustavo Jurado, visited four city-owned properties relevant to this project. These site visits were coordinated with the Procurement Officer, Mr. Junior Bergel, as proposed by the City during the pre-bid meeting on 09/17/2024. During their assessments, they identified several items at each facility that do not comply with the Americans with Disabilities Act (ADA) standards. These findings are critical for implementing effective transition plans. Below are the specific ADA compliance issues observed at each location:







Government Center – 780 Fisherman Street, Opa-locka, FL

1. Bathrooms on each floor are not ADA compliant, lacking the necessary features for accessibility.
2. Counters on each floor do not meet ADA specifications, making them inaccessible for individuals with disabilities.
3. The adjacent parking lot is not ADA compliant, with no designated ADA parking spaces and no accessible path leading from the parking lot to the building.
4. Several floors require ADA accessible water fountains to accommodate all users.







Public Works – 12950 NW 42nd Avenue, Opa-locka, FL 33054

1. There is no elevator to access the second floor, limiting accessibility for individuals with mobility impairments.
2. The facility lacks an ADA compliant bathroom, which is essential for inclusive access.
3. The existing ADA parking spot is not compliant and insufficient in number to meet the needs of users.
4. There is no accessible path leading into the facility, hindering access for individuals with disabilities.

2105 Ali Baba Avenue Community Center Tub Cultural Arts Building

1. The accessible path into the building is not ADA compliant due to the adjacent sidewalk being too steep, posing challenges for individuals with mobility aids.
2. The kitchen facilities do not appear to be ADA compliant, restricting access for all users.













Segal Park/Helen Miller Center – 2331 NW 143rd Street, Opa-locka, FL 33054

1. The accessible path into the building may not be ADA compliant, requiring further assessment to ensure safe access.
2. Access to several adjacent pavilions and buildings is not ADA compliant, limiting usability for individuals with disabilities.

STEP 4. Develop Evaluation report and Transition Plan

PDS will develop the Evaluation Report, Barrier Assessment Surveys, and Access Compliance Assessment Reports (ACARs) of the City's ADA building compliance, considering the city's requirements and its relationship with stakeholders. This process will include strategies to eliminate the ADA Knowledge Gap and identify necessary resources and training.

Based on the (2010) ADA Standards for Accessible Design we will create a transition plan including:

1. A list of the physical barriers that limit the accessibility of programs, activities, or services.
2. The methods to remove the barriers and make the facilities accessible.
3. The schedule to get the work completed.
4. The name of the official(s) responsible for the plan's implementation.

STEP 5. Establish and Approve a Schedule and Budget to Implement the Transition Plan

This step involves establishing the financial and budgetary commitments needed to address the findings from Step 4.

STEP 6. Monitor Progress and Develop Project Database

To ensure effective progress monitoring, the PDS team will develop a comprehensive database for the ADA Transition Plan using City-approved software. This database will facilitate ongoing monitoring and updating of the ADA Transition Plan by City staff. It will integrate all components of the plan, including compliance and facility reports, facility diagrams, reference drawings, standard drawings, and photographs. Once complete, the database will be owned by the City.

The City currently uses Lucity™ as its asset management software. **As part of our process, we will evaluate the feasibility of utilizing Lucity to track ADA compliance and implementation**. Lucity offers a comprehensive solution for asset management, including user-friendly modules for inventory, inspections, and maintenance tracking. These modules are designed specifically for Public Works Departments, making them ideal for managing water and sewer assets, transportation systems, fleet, facilities, and parks, ensuring that the ADA Transition Plan is thoroughly integrated into the City's overall asset management system.

During our PM's tenure as Assistant General Manager for Broward County Transit, ADA compliance at transit facilities increased form 40% to almost 90%.



PDS Experience



Community Shuttle Program Route Audit

PDS is conducting a thorough review of existing bus stop lists for each shuttle route to verify the accuracy of boarding and alighting locations, order of bus stops on the route, and compliance with Americans with Disabilities Act (ADA) standards. There are currently 20 participating municipalities operating 59 community shuttle routes. These routes are designed to complement the County's fixed-route bus service and to provide increased mobility options at the local scale.



North Detention Facility

PDs conducted a review to the memorandum evaluation performed by the Office of Intergovernmental Affairs and Professional Standards (OIAP) outlining ADA findings and recommendations to be implemented at the facility in compliance with Federal and State Regulations. Upon review of the memorandum and a site investigation visit, PDS provided an evaluation report of the existing parking conditions and proper accessibility from parking areas into the existing buildings. In addition, PDS produced signed and sealed construction documents outlining proposed solutions to encountered ADA deficiencies.



Bus Shelter Improvements through Broward and Miami-Dade County

PDS has successfully surveyed, designed, and delivered transit infrastructure improvements including ADA improvements at over 2000 bus stop locations in Broward and Miami Dade Counties. The improvements included bike lanes, curb, and gutter, landing pads, sidewalk connectors, handicap ramps, shelters and shelter pads. In addition, PDS has prepared paving, grading and drainage plans to depict proper stormwater conveyance and retention as per the proposed improvements.

Justin Architects Experience

Justin Architects, P.A., formerly recognized as Cartaya & Associates, Architects, PA, a highly regarded architectural firm based in the heart of Fort Lauderdale, Florida are our experts in Architectural Design tailored to the need of our communities, all of their project include a deep understanding of design based on ADA compliance such as:

Pompano Beach Community Park - Continuing Services

Under a Continuing Services Contract for projects valued at less than $2 Million, Justin Architects, previously known as Cartaya, delivered architectural services for multiple parks within the City of Pompano Beach, ensuring ADA compliance.

Pompano Beach Community Park - Aquatic Facility

Development of a community park facility adjacent to the community pool. The design goals were centered around creating a functional and inviting space that caters to the needs of both pool users and the broader community.

North Bay Village Civic Park

The envisioned design for the North Bay Village Civic Park stands because of meticulous planning, tailored to the specific grant-mandated programming, encompassing six vital components. These include a boating dock, a welcoming picnic area complemented by a pavilion, an inviting nature trail equipped with intuitive wayfinding, strategically positioned lighting elements, thoughtfully curated landscaping, and a dedicated bike rack station.

Broward County Judicial Complex

The new Courthouse Building West Tower has 730,000 SF of finished space to accommodate the needs of the Civil and Family Courts. It includes the County Clerk's office, County administrative offices, Judicial offices, Sheriff Department offices, adult and juvenile holding cells, evidence and fire arms storage as well as office and retail space.

STEP 7. Brief City Staff, Stakeholders and City Council Member on The Final Transition Plan and Findings

As specified in Task 3 of the RFQ, PDS will present the comprehensive ADA Self-Evaluation and Transition Plan to key city personnel and stakeholders. The plan will be developed based on the results of barrier assessments, policy reviews, and input from city staff. It includes a detailed methodology for identifying and removing accessibility barriers, a summary of findings, recommended remediation measures, cost estimates, and an implementation schedule with monitoring procedures. This presentation ensures alignment with Title II of the ADA and secures city approval for finalizing the plan.

STEP 8. Establish a Non-Compliance Procedure

Communication with the public is KEY and we will guide the City of Opa-Locka in adopting and publishing a compliance procedure that members of the public can use to bring non-compliant ADA issues to the attention of the city. This procedure will include investigation and quick resolution of all complaints regarding the City's responsibility to comply with the Title II requirements.

STEP 9. Develop Design Standards, Specifications, and Details

Based on the insights gathered in the previous steps and considering all facility types, infrastructure, and programs, we will assist the city in creating detailed guidelines to ensure that all design standards and specifications comply with ADA requirements for current and future projects.

Note that to create successful Design Standards, the City must address the previously identified **ADA Knowledge Gap**. This will ensure that the guidelines are easily understood at all levels of the organization.



5

EXPERIENCE AND QUALIFICATIONS

Premiere Design Solutions

Resumes





ARETHIA DOUGLAS, P.E.

PROJECT MANAGER

EDUCATION

B.E. Electrical Engineering
City College of New York (CUNY)
1992

PROFESSIONAL REGISTRATIONS

- P.E. Florida License No. 64119

PROFESSIONAL AFFILIATIONS

- Conference of Minority Transportation Officials (COMTO)

FIELD OF SPECIALIZATION

- Electrification Master Planning
- Transit Infrastructure
- General Electrical Engineering
- Project Controls and Administration
- Permitting
- Project Planning and Management
- Construction Management
- Utility Coordination
- Technical Grant Writing
- Quality Control
- Quality Assurance

YEARS OF EXPERIENCE

32 years

EXPERIENCE SUMMARY

Ms. Douglas is a registered electrical engineer in Florida with over 32 years of experience in Transit and Transportation engineering projects. She has a strong background in project and program management, transit and transportation planning, fleet and infrastructure electrification, ADA compliance and the design and construction of numerous projects. Ms. Douglas has successfully managed projects through federal, state, and local processes. Additionally, she has extensive experience collaborating with Florida Power and Light, the Florida Department of Transportation (FDOT), and various municipalities in the tri-county area.

RELEVANT EXPERIENCE

Broward County Transportation Department ADA Improvement Plan. **Broward County, FL.**
Ms. Douglas led the development of an ADA Transition Plan for Broward County Transit to fulfill a settlement agreement with several ADA advocacy groups. This comprehensive plan assessed all 4,500 bus stops, transit terminals, operations and maintenance facilities, the transit website, and all public-facing documents. She established a schedule and budget for the necessary improvements to ensure compliance with ADA guidelines. Additionally, Ms. Douglas managed the creation and implementation of a Broward County Transit Design Standards and Guidelines Manual, providing design direction and recommendations for transit facilities to local municipalities, design professionals, and private developers.

West Regional Terminal Facility Electrification. **Broward County, FL.**
Ms. Douglas served as the QA/QC lead and electrical engineering support project manager for an initiative to provide electric bus charging infrastructure for Broward County Transit's (BCT) electric bus fleet. The project involved installing two structural inverted pantograph systems and related electrical equipment at a bus stop near the Broward County West Terminal. This included establishing a new power source from Florida Power & Light (FPL). The installation, the first of its kind in South Florida, supports on-route charging for electric buses, advancing Broward County's Zero Emission Plan.

Copans Road Operational Facility Rehabilitation and Redevelopment. **Broward County, FL.**
Ms. Douglas served as the grant writer for a project that secured $17 million from the Federal Transit Administration's Bus and Bus Facilities Grant Program for Broward County. She developed the project's scope of work and budget for the rehabilitation and reconstruction of several buildings from the early 1980s, incorporating environmentally sustainable designs. The project aimed to enhance employee facilities, construct a new training building, build a maintenance garage with rooftop bus parking, and improve drainage and site conditions.

Broward County Transportation Department Premium Mobility Plan. **Broward County, FL.**
Ms. Douglas oversaw the planning and completion of a Systemwide Study and the Premium Mobility Plan (PREMO) for Broward County, which includes 26 miles of Light Rail Transit, 76 miles of Bus Rapid Transit, and 100 miles of High Frequency bus services. She developed the scope of work for Project Development and Environment studies for initial light rail transit at the Fort Lauderdale Airport, Port, and Convention Center, ensuring compliance with FTA Capital Investment Grant guidelines and coordinating with FDOT for traffic and lane repurposing.



GUSTAVO ECKARDT, P.E.

SENIOR CIVIL ENGINEER

EDUCATION

B.S. in Civil Engineering
University of North Carolina, 2002

Scheduling Seminar - Primavera Project Management, Miami Micro Data, 2005

Designing Pedestrian Facilities for Accessibility / ADA Seminar, 2008

Work Zone Traffic Control & Maintenance of Traffic, FES Seminar, 2010 (BT-05-0079)

PROFESSIONAL REGISTRATIONS

- P.E. Florida License No. 67553

PROFESSIONAL AFFILIATIONS

- Chi Epsilon Civil Engineering Honor Society - Member
- FES (Florida Engineering Society) - Member

FIELD OF SPECIALIZATION

- Roadway Design & Lighting
- Parking Lots & lighting
- Water & Sewer Utilities
- Transportation & Transit Facilities
- ADA Compliance
- Storm Water Management
- General Civil Engineering
- Construction Management
- Topographic Surveys
- Permitting

YEARS OF EXPERIENCE

22 years

EXPERIENCE SUMMARY

Mr. Gustavo Eckardt, a professional engineer with 22 years of experience in civil engineering, underground utility design, and roadway design, is the Director of Engineering at Premiere Design Solutions, Inc. He oversees project production, quality control, and ensures client needs are integrated into designs. His public sector experience spans infrastructure and utility improvements across Southeast Florida, including roadway, ADA compliance, and utility projects for Broward County Transportation, Miami-Dade Public Works, and Miami-Dade Transit. Mr. Eckardt also has extensive experience in utility coordination, managing utility crossings and relocations for new projects.

RELEVANT EXPERIENCE

Community Shuttle Audit. **Broward County, FL.**
Mr. Eckardt is the Project Manager for this project which is part of a comprehensive capital infrastructure review of the Community Shuttle Program (CSP) in Broward County. PDS reviews bus stop locations for 59 community shuttle routes across 20 municipalities. This ensures the accuracy of boarding and alighting locations, the order of stops on each route, and compliance with ADA standards, enhancing local mobility options and complementing the County's fixed-route bus service.

Miami-Dade Transit Department, ARRA Municipalities Shelters Groups "A & C". **Miami-Dade County, FL.**
Mr. Gustavo Eckardt served as the Construction Manager and Quality Control representative for the ARRA Municipalities Group "A & C" Transit Improvements project, which involved upgrades at over 70 locations across Miami-Dade County. The project, federally funded and coordinated by Miami-Dade Transit, included ADA accessibility improvements, new bus shelters, sidewalk installations, and reinforced concrete pads. Mr. Eckardt was responsible for obtaining permitting approvals from municipalities and county agencies, ensuring compliance with ARRA and federal guidelines.

Pump Station 11C Upgrades. **City of Opa-Locka, FL.**
Mr. Eckardt was the project manager and engineer of record for this project to provide upgrades to the master lift station in the City of Opa-Locka responsible for collection all sanitary sewer flows in the city and routing them to the receiving County pump station via a 12" force main. Project included the structural building renovations, completely new electrical system, pump controls, telemetry, replacement of the three main 140 HP VFD pumps rated at 3200 GPM and the design of a standby emergency diesel operated pump. Permitting services through the city, RER, FPL Coordination & construction support were provided.

Citywide CIP Water & Sewer Improvement Surveys. **City of Opa-Locka, FL.**
This project included the topographic route surveys for over 200,000 LF of roadway to receive water and sewer improvements as part of the Capital Improvements Program (CIP) throughout the City of Opa-Locka. PDS was part of the Team that provided design criteria packages for the letting of this work. Mr. Eckardt was the Project Manager on this project and was responsible for coordination of field crews, preparing progress reports to client, scheduling work and production of survey drawings to be presented to the client within the approved project schedule.



LUIS J. JURADO, P.E.

PRINCIPAL - QA/QC

EDUCATION

B.S. in Civil Engineering, University of North Carolina Charlotte, 2003

PROFESSIONAL REGISTRATIONS

- P.E. Florida License No. 66396
- P.E. South Carolina License No. 28394

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers - Member
- FES (Florida Engineering Society) -Member

FIELD OF SPECIALIZATION

- Pedestrian Facilities
- ADA Compliance
- Transit Planning
- Transportation
- Planning
- Transit Facilities
- Storm Water Management
- General Civil
- Permitting
- Bid Preparation & Assistance
- Construction Management
- Utility Coordination

YEARS OF EXPERIENCE

21 years

EXPERIENCE SUMMARY

Mr. Jurado is a professional engineer in Florida with over 21 years of experience in civil, transit, and transportation engineering design, specializing in ADA compliance projects. As the Prime Consultant for Miami Dade Transit (MDT) and Broward County Transportation Department (BCT), he coordinates professional engineering services, regularly meeting with MDT and BCT officials to provide project recommendations and manage scheduling. His responsibilities also include negotiating permitting requirements with governmental agencies, ensuring compliance with Federal Transit Authority (FTA) specifications and Tiger Grants, and conducting quality control reviews.

RELEVANT EXPERIENCE

West Regional Terminal On-Route Bus Charging Infrastructure. **Broward County, FL.**
Mr. Jurado was the QA/QC responsible to oversee the design and permitting phase for improvements to this facility. The Broward County West Regional Facility is a transit hub located at the West Regional Library and Emergency Operations Center in the central part of Broward County. Professional engineering and surveying services were provided for on-route electrical bus charging infrastructure along route 22. The improvements included ADA Accessibility Improvements, pavement restoration and drainage improvements, and new shelter improvements.

Community Shuttle Audit. **Broward County, FL.**
Mr. Jurado is the QA/QC for this project which is part of a comprehensive capital infrastructure review of the Community Shuttle Program (CSP) in Broward County. There are currently 20 participating municipalities operating 59 community shuttle routes. These routes are designed to complement the County's fixed-route bus service and to provide increased mobility options at the local scale. PDS is conducting a thorough review of existing bus stop lists for each shuttle route to verify the accuracy of boarding and alighting locations, order of bus stops on the route, and compliance with ADA standards.

ARRA Municipalities Groups "A" & "C", Miami Dade Transit. **Miami-Dade County, FL.**
This project involved enhancements at 72 locations across several cities in Miami-Dade County. Federally funded and coordinated by the Miami-Dade Transit Department, these projects adhered to American Recovery and Reinvestment Act (ARRA) guidelines. PDS served as the primary contact for communications with county, city, and federal agencies. Improvements included ADA accessibility upgrades at bus stops, new bus shelters and amenities, sidewalks, and reinforced concrete pads, along with the relocation of existing shelters and permitting with regulatory agencies. Mr. Jurado played a key role in negotiating and coordinating permitting requirements with the involved municipalities

Multiple Transit Building Assessments. **Broward County, FL.**
Mr. Jurado served as Project Principal and QA/QC Lead for this project under the Transit Infrastructure & Shelter Improvement contract with Broward County Transportation Department (BCT). Mr. Jurado oversaw professional engineering analyses of several existing buildings to determine compliance with the Florida Building Code. The evaluations covered key components, including Life Safety, Electrical, Mechanical, Structural, Plumbing, and ADA, conducted through non-intrusive visual assessments.



FERNANDO FERNANDEZ, P.S.M.

SURVEYING LEAD

EDUCATION

B.S. in Civil Hydrologist Engineer
Alma- Ata, former USSR
1987

PROFESSIONAL REGISTRATIONS

- Professional Land Surveyor and Mapper State of Florida, LS 6765

FIELD OF SPECIALIZATION

- Field Data Collection
- AutoCAD / Land Desktop
- Total Station and Data Collector Knowledge
- Topographic Surveys
- Roadway Surveys
- Certificate of Elevations
- GPS Field Location
- Surveys with NAVD88 and NGVD29
- As-Built Certified Surveys for Water and Sewer projects
- Project Stakeout
- Writing and interpretations of legal descriptions

YEARS OF EXPERIENCE

31 years

EXPERIENCE SUMMARY

Mr. Fernandez is a Florida Registered Land Surveyor with nearly 31 years of experience in field data verification, collection, and surveying. He is skilled in using various Data Collectors, Total Stations, and other surveying equipment. Proficient in developing Topographic Surveys and As-Built Drawings for Miami-Dade and Broward Counties, he specializes in above-ground feature surveys, utility verifications, roadway surveys, construction stake-outs, and utility project as-builts. Mr. Fernandez is knowledgeable in AutoCAD and has recently conducted multiple Right-of-Way surveys for transit improvements, demonstrating his ability to manage multiple tasks and meet deadlines.

RELEVANT EXPERIENCE

ADA Improvements at Bus Stops. **Broward County, Fl.**
The ADA Improvements at Bus Stops work orders involved creating ADA-compliant routes near bus stop locations by adding concrete sidewalks with appropriate slopes, FDOT-approved curb ramps, and relocating obstructive amenities like trash cans and benches. Improvements also included installing landing pads, protective curbing, and public amenities. The project required field data collection, topographic and ROW surveys. As Lead Surveyor, Mr. Fernandez completed over 1,000 surveys across cities including Miramar, Ft. Lauderdale, Hollywood, Plantation, Pembroke Pines, and others.

Bus Shelter Improvements at 13 Locations in the City of Miramar. **Broward County, FL.**
Mr. Fernández is the Survey Lead for this project, which has the objective of providing professional architectural, engineering & surveying services for shelters and infrastructure improvements at thirteen (13) locations throughout the City. The scope of work includes two prototype design options (Large and Medium) with associated infrastructure such as accessible ADA connectivity, amenities, curb and gutter, landing areas, utilities relocation and stormwater mitigation.

Citywide CIP Water & Sewer Improvement Surveys. **City of Opa-Locka, FL.**
This project includes the topographic route surveys for over 200,000 LF of ROW surveys on roadways to receive water and sewer improvements as part of the Capital Improvements Program (CIP) throughout the City of Opa-Locka. PDS is part of the Team to provide design criteria packages for the letting of this work. Mr. Fernandez is the Lead Surveyor and is responsible for the production of survey drawings, generation of plat drawings and location of property lines, easement and monument lines, collecting all ROW data, above ground features and elevations.

Surveying Services for SW 48th Avenue. **Broward County, FL.**
Mr. Fernandez served as the Survey Lead for a project involving 7,600 linear feet of right-of-way improvements. The project included paving (milling, resurfacing, and reconstruction), traffic calming elements (textured pavement, raised crosswalks, intersections, speed lumps), ADA-compliant sidewalks, bicycle lanes, street trees, landscaping, irrigation, signage, drainage, and pavement markings. His role encompassed preparing Boundary and Topographic Surveys of the City right-of-way in compliance with the Board of Professional Surveyors and Mappers of Florida. He also supported the Civil Engineer in developing paving, grading, drainage, and signage plans across various design milestones (30%-100%).



GUSTAVO JURADO

INSPECTOR

EDUCATION

B.S. in Architecture
Autonomous University of the Caribbean

FIELD OF SPECIALIZATION

- Design of educational centers.
- Design of commercial centers.
- Federal projects related to security.

YEARS OF EXPERIENCE

37 years

EXPERIENCE SUMMARY

Mr. Jurado has a strong 37-year career in the field of architecture. He is an architect with diversified experience and a former member of the American Institute of Architects. His expertise extends as a Project Manager and Inspector, where he has successfully led significant projects. Mr. Jurado's specialization includes the design of educational and commercial centers, as well as federal projects related to security, collaborating with renowned entities such as NATO, FBI, and the Air Force.

RELEVANT EXPERIENCE

FDOT District 4, Broward County Transit Bus Shelter Project. Broward County, Florida.
This Design-Build project consisted of providing ADA compliant bus shelters to 73 locations throughout the cities of Wilton Manors, Oakland Park and Pompano Beach, in Broward County. Mr. Jurado was the Inspector responsible conducting periodic field inspections, preparing reports, and assisting with permitting tasks through municipalities & construction support services.

ADA Bus Stop Access Construction Management. Miami-Dade, Florida
Mr. Jurado was the Inspector for two construction projects to provide ADA improvement to access routes to 79 bus stop locations throughout Miami-Dade County. These federally funded projects provided ADA improvements to routes accessing bus stop locations, and included the reconstruction of concrete sidewalks, curb ramps and curb and gutter.

Transit Infrastructure & Shelter Improvement at Bus Stops. Broward County Transit, Broward, Florida.
The Transit Infrastructure & Shelter Improvement at Bus Stops is a multi-year project consisting of improving transit facilities throughout Broward County. The scope of work for this project can be subdivided into ADA Improvements at Bus Stops, Bus Shelter Expansion Program, Bus Bay Enhancements and Transit Terminal Improvements. Mr. Jurado was responsible for over 350 field inspections, regulatory agency permitting for all types of transit infrastructures, including but not limited to bus shelters, bus bays and Terminals such as Lauderhill Mall and West Regional.

Ravenswood Electric Bus Charging Stations. Broward County, FL.
Mr. Jurado was the Inspector for this assignment, which aimed to provide professional surveying services for horizontal designation and soft digs for an approximate area of 78,796 SF (1.81 Ac) within the Ravenswood Transit Facility located in Broward County, Florida. Mr. Jurado was part of the team in charge of the inspection of the building, roof, drainage and sewer system and ADA compliances, preceded by the corresponding certification.



ANA L. SALAZAR

PROJECT ENGINEER

EDUCATION

B.S. in Civil Engineering
EAFIT University
1998

Civil Construction Technology
Colombian Polytechnic Jaime Isaza Cadavid
1992

SKILLS

- Microsoft Office
- AutoCAD Civil 3D
- AutoCAD
- Cost Estimation
- Revit 2017

FIELD OF SPECIALIZATION

- Project Management
- General Civil
- Permitting
- Utility Coordination
- Maintenance of Traffic
- Water and Sewer Design
- Gravity Collection Systems
- Construction Engineering Services

YEARS OF EXPERIENCE

17 years

EXPERIENCE SUMMARY

Ms. Salazar is a civil engineer with over 17 years of experience in roadway and utilities engineering design. Ms. Salazar currently serves as a Project Manager for Premiere Design Solutions, Inc. (PDS) responsible for overseeing the timely delivery of various civil infrastructure projects for the firm. Most recently Ms. Salazar has gained substantial exposure to transit related projects as she has worked for various work orders assigned to PDS by Broward County Transit. Ms. Salazar is capable of engineering design and drafting, responsible of generating engineering plans production, including computer generated profiles and 3D features, cost estimates, development of technical specifications for engineering design projects.

RELEVANT EXPERIENCE

Community Shuttle Route Audit. **Broward County, FL.**
This project demanded the comprehensive capital infrastructure review of the Community Shuttle Program (CSP) in Broward County. The project included 20 participating municipalities operating 59 community shuttle routes. These routes are designed to complement the County's fixed-route bus service and to provide increased mobility options at the local scale. A comprehensive review of the CSP service and capital infrastructure was necessary as Broward County Transportation Department's transit system expands. Ms. Salazar was the Project Engineer for this assignment responsible for review and evaluation of CSP Bus Stops thorough, review of existing bus stop lists for each shuttle route to verify the accuracy of boarding and alighting locations and updating Geodatabase of Community Shuttle Routes and Bus Stops.

Bus Shelter Improvements at 13 Locations in the City of Miramar. Broward County, FL.
Ms. Salazar is the Project Engineer for this project, which has the objective of providing professional architectural, engineering & surveying services for shelters and infrastructure improvements at thirteen (13) locations throughout the City. The scope of work includes two prototype design options (Large and Medium) with associated infrastructure such as accessible ADA connectivity, amenities, curb and gutter, landing areas, utilities relocation and stormwater mitigation.

Transit Terminal Improvements at West Regional Transit Facility. **Broward County, FL.**
Improvements to Transit Terminals work orders included a pre-design site inspection and assessment to determine improvements and scope of work to be performed at each facility. Ms. Salazar conducted field meeting with Broward County staff, and contractor to help resolve permitting requirements, and coordinated Landscape Comment resolution providing Certified Arborist Report as requested by the City of Plantation at the West Regional terminal.

A/E services for the Transit Division - BCT. **Broward County, FL.**
Project consists of providing comprehensive professional A/E services on a continuing basis for the remodeling, renovation, and new construction of transit facilities. Ms. Salazar duties included design of engineering plans for proposed transit bus stops, drainage design coordination for soft dig and underground utility investigation, Traffic Control Plans, and cost estimates.



LAURA AGUIRRE

PROJECT ENGINEER E.I.

EDUCATION

B.S. in Civil Engineering
University of Los Andes
2019

FIELD OF SPECIALIZATION

- Consultancy for studies and designs
- Budget development
- Construction scheduling
- BIM methodology
- Structural design and analysis of concrete structures

YEARS OF EXPERIENCE

5 years

EXPERIENCE SUMMARY

Ms. Aguirre is a Civil Engineer with experience in consultancy for studies and designs, as well as construction supervision. She specializes in comprehensive project management of consultancy for studies and designs, as well as civil construction projects. She possesses knowledge and experience in budget development and construction scheduling, including analysis of unit prices, quantity calculation, procurement of materials, and technical specifications. Ms. Aguirre has the capacity and experience to coordinate designs using the BIM methodology through software such as Revit and Navisworks. Additionally, she has skills in structural design and analysis of concrete structures, adhering to seismic-resistant guidelines, and utilizing specialized software such as SAP2000, ETABS, and AutoCAD.

RELEVANT EXPERIENCE

Bus Shelter Improvements at 13 Locations in the City of Miramar. **Broward County, FL.**
Ms. Aguirre is the Project Engineer for this project, which has the objective of providing professional architectural, engineering & surveying services for shelters and infrastructure improvements at thirteen (13) locations throughout the City. The scope of work includes two prototype design options (Large and Medium) with associated infrastructure such as accessible ADA connectivity, amenities, curb and gutter, landing areas, utilities relocation and stormwater mitigation.

Oakland Park Boulevard Bus Rapid Transit. Broward County, FL.
Ms. Aguirre is the Project Engineer responsible for analyzing major corridors in Broward County to identify suitable transit capital and operational investments for Bus Rapid Transit (BRT) systems. She coordinated drone-based and conventional surveying methods, established control points, and ensured accurate location data for above-ground features and utilities. Collaborating closely with a licensed drone surveyor, Ms. Aguirre oversaw the aerial survey of the 16-mile target area, divided into 2-mile sections.

Surveying services for SW 48th Avenue complete street improvement. **Broward County, FL.**
Ms. Aguirre is the Project Engineer for this project, that consisted of providing surveying services. The project involves approximately 7,600 linear feet of right-of-way. Improvements to be included are as follows: paving (milling & resurfacing and reconstruction), traffic calming elements, such as textured pavement, raised crosswalks, raised intersections, and speed lumps, ADA compliant sidewalks, bicycle lanes, street trees, landscaping, limited irrigation, signage, drainage and pavement marking & signage.

100 Countywide Bus Shelters/Stops and Infrastructure Improvements. **Broward County, FL.**
Ms. Aguirre served as the Project Engineer for providing engineering, surveying services to the Broward County Transit Division (BCT) for the implementation of 100 countywide bus shelters and infrastructure improvements. She led the surveying team in preparing surveys, coordinating geotechnical investigations, and overseeing civil and structural engineering design. Additionally, Ms. Aguirre managed permit preparation and modifications, traffic maintenance plans, utility relocations, stormwater management, and overall construction management.



JOHN PRADA

GIS/AERIAL PHOTOGRAMMETRY SPECIALIST

EDUCATION

G.I.S. Specialist
Agustín Codazzi Geographical Institute (IGAC) - National Training Service (SENA)
2019
Land Surveyor
National Training Service (SENA)
2017
Geo Referencing With GNSS *(Global Navigation satellite system)*
National Training Service (SENA)
2018
AutoCAD 2D and 3D, Advance tools apply to Civil Engineering
National Training Service (SENA)
2017
AutoCAD 2D, Basic and intermediate tools to optimize CAD
National Training Service (SENA)
2015

PROFESSIONAL REGISTRATIONS

- FAA PART 107 - Certified Remote Pilot

YEARS OF EXPERIENCE

9 years

EXPERIENCE SUMMARY

Mr. Prada is a GIS Specialist and Certified Drone Operator with extensive experience in excavation volume analysis, mass ground movements, and slope control. He has expertise in using CAD to create alignments and surfaces for comparative analysis and has implemented GIS systems to assess the environmental impact of quarry extractions. His skills include land surveying, photogrammetry with UAVs for stockpile control, and GNSS technology for precise measurements. Additionally, he has taught courses in Civil 3D and land survey equipment at SENA, enhancing his technical knowledge and teaching experience.

RELEVANT EXPERIENCE

Consultant Services for Transit Surveys, Infrastructure and Shelter Designs. **Broward County, FL.**
PDS provided consultant services for Broward County Transit (BCT), focusing on transit surveys and infrastructure designs, including ADA accessibility improvements, sidewalks, curbs, stormwater retention, and bus stop amenities. Mr. Prada served as the GIS Specialist for a Specific Purpose Topographic Survey along Hiatus Road in Plantation, FL, covering 1.74 miles and extending 125 feet from right-of-way to right-of-way.

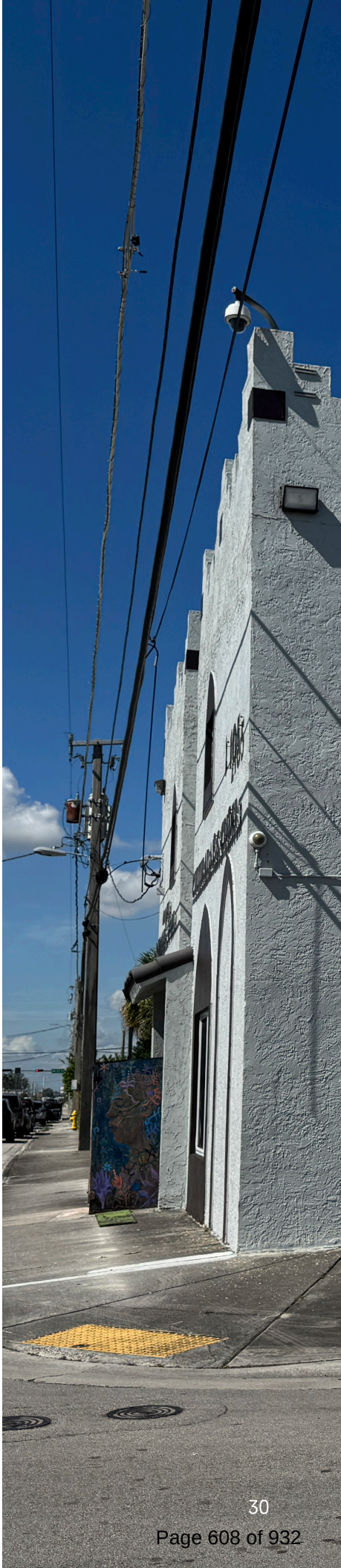
Oakland Park Boulevard Bus Rapid Transit. Broward County, FL.
Mr. Prada, the GIS Specialist for this project, coordinated drone-based and conventional surveying methods to support the analysis of suitable transit investments on major corridors in Broward County. The project aims to implement Bus Rapid Transit (BRT) or fixed guideway BRT on corridors identified in the TSYS (now branded as PREMO). Mr. Prada managed the survey crew, established control points, ensured accurate data collection for above-ground features and utilities, and executed aerial surveys covering 16 miles, segmented into 2-mile flights.

Carol City Facility Survey - Miami-Dade Water and Sewer Department. **City of Miami Gardens, Miami-Dade County, FL.**
Mr. Prada, the GIS Specialist for this project, provided professional land surveying services for the Miami-Dade Water and Sewer Department (WASD) at the Carol City Facility. The survey covered a 16-acre property, including a canal and pond, with approximately 3,500 linear feet of right-of-way (ROW) along adjacent roads. The facility is located between NW 179th and NW 181st Streets, west of NW 37th Avenue, with the adjacent roads being under the jurisdiction of the City of Miami Gardens and Miami-Dade County.

Surveying for Auburndale Phase I. City of Miami, Miami-Dade County, FL.
Mr. Prada, the GIS Specialist for this project, led the preparation of Professional Land Surveying Services for the City of Miami, covering approximately 10,750 linear feet of roadways. The survey included Right-of-Way (ROW) to ROW boundaries, extending 25 feet into adjacent private properties, with roadway widths varying between 40 to 80 feet. Mr. Prada executed the drone aerial survey, developed a Digital Terrain Model (DTM), and coordinated with the crew to ensure precise data collection, including Ground Control Points, elevations, and locations of above-ground features and utilities.

Justin Architects

Resumes



JUAN JUSTINIANO | PRINCIPAL

Juan Justiniano has committed all his professional work to providing clients with the best quality service. He has been practicing architecture and planning for over 38 years, and is fully committed to high quality service. His extensive experience in the management of production for all office projects provides him with the managerial tools to guide our office project delivery.

Juan has extensive experience managing projects for Broward County, Broward College, and numerous municipalities such as the City of Fort Lauderdale, City of Miramar, City of Pompano Beach, City of Plantation, Dania Beach and private developments. He has manages the design, construction documents development and construction administration phases for a diversity of building types such as city halls, civic/ town centers, performing arts centers, courthouses, public safety facilities, parking garages, fire stations, and art buildings.



PROJECT EXPERIENCE

FORT LAUDERDALE AQUATIC CENTER 27 METER DIVE TOWER & BUILDING COMPLEX —FORT LAUDERDALE, FLORIDA

The Renovation of the Aquatic Center Building, Pools, and 2nd Highest Diver Tower is an extensive project that involves upgrading and improving the existing infrastructure and amenities of the facility. The project requires a multi-disciplinary approach, encompassing structural engineering, architectural design, and construction management.

ANNIE ADDERLY GILLIS PARK —POMPANO BEACH, FLORIDA

The City of Pompano Beach Annie Adderly approximately 0.813 acres, situated at the northwest corner of Martin Luther King Boulevard and NW 6th Avenue. The primary objective of the park improvement project is to enhance the park's amenities and services for the benefit of the local community.

POMPEY PARK RECREATIONAL CENTER —DELRAY BEACH, FLORIDA

The development consists of several key components, starting with a two-story Recreation Center Building spanning 54,191 square feet. The project encompasses the creation of a Civic Lawn, designed for community gatherings and events, along with Shelters and Restrooms for visitor convenience. Furthermore, the recreation area will feature three Basketball Courts accompanied by Shade Structures.

PORT EVERGLADES TERMINAL 2 & 4, HERON PARKING GARAGE & PEDESTRIAN WALK-WAY FORT LAUDERDALE, FLORIDA

Justin Architects, AKA Cartaya and Associates Architects, embarked on an innovative design journey when selected to create the new 1,900 car Port Everglades Heron Parking Garage and Ground Transportation Facility. This state-of-the-art facility was envisioned to cater to cruise patrons, service/emergency vehicles, buses, vans, taxis, and ride-share companies.

FORT LAUDERDALE/HOLLYWOOD INT'L AIRPORT –CONSOLIDATED CAR RENTAL FACILITY FORT LAUDERDALE, FLORIDA

Situated as the gateway to Ft. Lauderdale / Hollywood International Airport, the new state of the art, high tech, nine story, 9,000 car consolidated rental car facility accommodates up to twelve rental car companies under one roof. The garage includes five stories for rental car concession use and four additional stories for airport public parking use.

BROWARD JUDICIAL COMPLEX & PARKING GARAGE —FORT LAUDERDALE, FLORIDA

The project involves the construction of a new parking structure that will accommodate 497 parking spaces across six levels, spanning an area of 237,110 square feet. The parking garage will primarily serve judges, courthouse staff, and employees.

TOWN OF DAVIE, DESIGN CRITERIA PACKAGE (DCP) —DAVIE, FLORIDA

Justin Architects provided Continuing Services for Town of Davie to develop a Design Build Criteria Package (DCP) for their highly anticipated new Town Hall. The services provided to the Town include the following tasks: Spatial Programming, Master Planning, Schematic Design, Conceptual Visualization.

YEARS EXPERIENCE

38

EDUCATION

Texas Tech University
Bachelor's of Architecture - Structures

Georgia Institute of Technology
Master's in City Planning

PROFESSIONAL REGISTRATIONS

Florida Architectural Registration
AR94371

American Institute of Architects - AIA | 30063757

NCARB Registration | 112046

LEED AP Building Design + Construction | 10476514

American Institute of Certified Planners (AICP) | 141945

CIVIC ACTIVITIES

City of Pompano Beach, Board Member Unsafe Structures and Housing Appeals Board

Executive Association of Fort Lauderdale
President

Port Everglades Association
Member

Greater Fort Lauderdale Alliance
Member

TEEN WOON | *SENIOR ARCHITECT*

Mr. Woon has an extensive background in the architectural field, with over 36 years of experience that encompasses project management, architectural design, and firm leadership. Over the course of his career, he has consistently demonstrated a strong commitment to excellence in architecture, which is evident in the high quality of the design work that he has produced.

In addition to his design skills, Mr. Woon also possesses strong management skills that have enabled him to successfully bring to realization hundreds of diverse architectural projects. His experience spa of various projects ranging from residential building, municipalities, to commercial complexes.



PROJECT EXPERIENCE

CITY HALL SPACE PLANNING—CITY OF HOLLYWOOD, FLORIDA

Teen Woon lead the efforts in space programming of six departments, working closely with the City of Hollywood's Design and Construction Management Department. Upon the completion of programming, Justin Architects provided two space planning options, including utilizing the old Library to house all the departments of the City.

ANNIE ADDERLY GILLIS PARK—POMPANO BEACH, FLORIDA

Justin Architects assumed full responsibility for the project, providing an all-encompassing suite of architectural services. From the initial Schematic Design and meticulous Design Development to the comprehensive Construction Documents, the team ensured every detail was meticulously crafted. Their expertise extended to managing Bidding/Permitting, including securing DRC Approval, and overseeing the entire Construction Administration process. The estimated cost for this extensive project amounted to $1.3 million, reflecting the commitment to excellence and quality demonstrated by Justin Architects throughout the project's lifecycle.

BUTLER ROCK HOUSE WALL AND PAVILION—CITY OF HOLLYWOOD, FLORIDA

The scope of work for Justin Architects included demolishing the majority of the Historical Butler Rock House while preserving the West Façade, which features the Prominent Exterior Oolitic Limestone Gable Fireplace.

POMPEY PARK RECREATIONAL CENTER—DELRAY BEACH, FLORIDA

Justin Architects is responsible for the Design Development, Construction Documents, Bidding/ Permitting, and Construction Administration, for a new Recreational Facility that will include a full-sized competition pool, Interactive Educational Playground. The project will be approximately 60,150 SF and it is projected to be completed Early 2026.

FORT LAUDERDALE AQUATIC CENTER—FORT LAUDERDALE, FLORIDA

Justin Architects was part for the Design-Build team for the iconic 27 Meter Dive Tower and surrounding buildings with-in the aquatic complex. The team worked with FINA for the world first combined Dive and High Dive tower. The 27-meter-high diving tower was constructed using precast concrete sections and includes decorative glass fiber reinforced concrete (GFRC) cladding and decorative lighting.

TOWN OF DAVIE NEW TOWN HALL AND COUNCIL CHAMBER, DESIGN CRITERIA PACKAGE (DCP)—DAVIE, FLORIDA

Justin Architects provided Continuing Services for Town of Davie to develop a Design Build Criteria Package (DCP) for their highly anticipated new Town Hall. The services provided to the Town include the following tasks: Spatial Programming, Master Planning, Schematic Design, Conceptual Visualization.

YEARS EXPERIENCE

36

EDUCATION

Montana State University
Master of Architecture—2008

Montana State University
Bachelor of Architecture—1989

PROFESSIONAL REGISTRATIONS

Florida Architectural Registration
AR91592

American Institute of Architects —AIA
30210766

LEED AP
Building Design + Construction
77704

PROFESSIONAL AFFILIATIONS

Florida Atlantic University
School of Architecture
Adjunct Instructor

Broward Cultural Council
Public Art and Design
Panel & Member

Gold Coast Opera
Member of the Board

Guest Critic for Florida Atlantic University's
Architecture Program

EDWIN GIRALDO | *PROJECT CAPTAIN*

Edwin Giraldo is an accomplished Architectural Project Captain with a robust background in architecture and construction management. He holds a Master's of Science in Construction Management and a Bachelor of Arts in Architecture from Florida International University. Edwin's expertise with industry-standard software like Revit and Auto Cad ensures the successful delivery of complex projects.

Edwin has managed diverse projects across aviation, civic, educational, and healthcare sectors. Notable projects include the development of construction documents for Fontainebleau Aviation's new private terminal at Fort Lauderdale-Hollywood International Airport and Hugh Taylor Birch State Park. He has also contributed significantly to the City of Lake Worth Fleet Facility, Nova Southeastern University's Horvitz Administration Building, and the Coral Springs Police Department's CSI addition. Edwin's experience and dedication make him a valuable asset in delivering innovative architectural solutions.



PROJECT EXPERIENCE

HUGH TAYLOR BIRCH STATE PARK—FORT LAUDERDALE, FLORIDA

As a project captain at Justin Architects, Edwin led the development of construction documents for new restrooms and pavilions for the park. He coordinated the construction documents and the BIM model with S&F Engineers, the structural engineer, and Hammond & Associates, the MEP engineer, ensuring cohesive and accurate project plans.

FONTAINEBLEAU AVIATION—FORT LAUDERDALE, FLORIDA

Edwin led the development of construction documents for a new private airport terminal facility and airside canopy at FTL Airport. He coordinated with Delta G, the MEP engineer, and Thornton Tomasetti, the structural engineer, ensuring seamless integration of all design elements. Additionally, Edwin assisted Fontainebleau Development, the contractor, with construction administration, providing valuable support throughout the project.

RONALD MCDONALD HOUSE, MIAMI, FL

Edwin is currently leading the development of construction documents for an alternative plan for the 7th floor of Ronald McDonald House in Miami, FL. He is incorporating value engineering modifications throughout the project, ensuring cost-effective solutions while maintaining the project's overall quality and functionality.

CITY OF LAKE WORTH FLEET FACILITY—CITY OF LAKE WORTH, FLORIDA

Prior to joining Justin Architect, Ewdin was a project captain for the development of a new fleet maintenance facility in Lake Worth, FL. He assisted the project manager in producing the construction documents and coordinated with CES, the MEP engineer, and BNI, the structural engineer, utilizing Revit for the document development.

SCHOOL BOARD OF BROWARD COUNTY—FORT LAUDERDALE, FLORIDA

As project captain for the renovation of Nova High School and Hollywood Hills High School buildings, responsibilities included assisting in the production of the construction documents for the renovations. Edwin was in coordination with JALRW, the MEP engineer, and was essential in developing the documents using a hybrid model of CAD and Revit. Additionally, his construction administration was performed for the $25 million project in collaboration with Pirtle Construction.

NSU—HORVITZ ADMINISTRATION BUILDING REPAIR & RENOVATION —DAVIE, FLORIDA

For the repairs and renovation of the administration building, Edwin's responsibilities included assisting the project manager, interior designer, and production team with the development and coordination of the construction documents. Modeling and drafting were conducted with the production team, and coordination with JALRW, the MEP engineer, was managed using a hybrid model of CAD and Revit for document development.

YEARS EXPERIENCE

20

EDUCATION

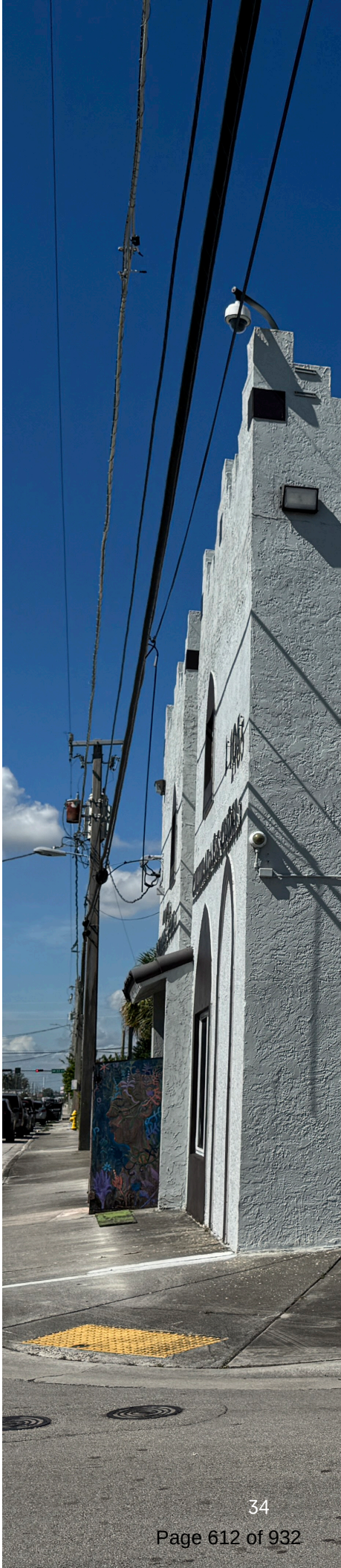
Florida International University
Master of Science in Construction Management

Florida International University
Bachelor of Arts in Architecture

Miami Dade College
Associate of Arts

Premiere Design Solutions

Project Experience





MULTIPLE TRANSIT BUILDING ASSESSMENTS

TRANSIT TRANSPORTATION

VARIOUS LOCATIONS
BROWARD COUNTY, FLORIDA

The objective of this project was to provide a professional engineering comprehensive analyses of several existing buildings and determine compliance with the current version of the Florida Building Code. The comprehensive analysis included at minimum an assessment of all Life/ Safety, Electrical, Mechanical, Structural, Plumbing and ADA components of the buildings. The assessment was performed from a visual perspective and no intrusive testing will be performed. A complete report with recommendations was provided for each location.

OWNER
Broward County Transit (BCT)

START / COMPLETION DATE
April 2022 / August 2022

CLIENT CONTACT
Mr. Kevin Fulchan, E.I.
Services and Capital Planning
Broward County Transportation Department. 1 North University Drive, Suite 3100A. Plantation, FL.
(954) 357-8395
kfulchan@broward.org

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **148,190**

KEY PERSONNEL
Luis Jurado, P.E.
Gustavo Eckardt, P.E.
Gustavo Jurado
Ana Salazar

PRIME CONSULTANT

SCOPE OF WORK

PDS provided complete contract documents/plans, reports, photographs, etc. (“Building Assessment / Evaluation Package Documents”), in accordance with Florida law regulating professional engineering and architecture, including, but not limited to, Chapter 471, Florida Statutes (“Engineering”), Chapter 481, Florida Statutes (“Architecture”), Florida Administrative Code, Division No. 61G15 (“Board of Professional Engineers”), LEED guidelines – version 4 or current available version, and Broward County Standards, Americans with Disabilities Act (“ADA”), and any other applicable manual, guideline, or standard.



PDS ROLE

The buildings evaluated were the following:

- Copans Building No. 2
- Copans Building No. 4
- Copans Bus Wash Building
- Copans Maintenance Building
- Ravenswood Building No. 1
- Ravenswood Building No. 2
- West Regional Terminal
- Broward Central Terminal
- Northeast Transit Center (NTC)
- Lauderhill Transit Center



NORTH DETENTION FACILITY ADA IMPROVEMENTS

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA

This project consisted of providing professional engineering and permitting services for the development of ADA Improvements at the North Jail Facility located at 2421 NW 16 Street in Pompano Beach, Florida. The North Jail Facility is comprised of the Paul Rein Detention Facility, Joseph V. Conte Facility and the Kitchen Warehouse.

OWNER
Broward County Facilities Maintenance Division

START / COMPLETION DATE
August 2018 / August 2019

CLIENT CONTACT
Mr. Reinaldo Olivera
Construction Project Manager
Broward County Facilities Management Division
(954) 357-5046
rolivera@broward.org

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **28,200**

KEY PERSONNEL
Luis Jurado, P.E.
Wladimir Ramirez
Gustavo Eckardt, P.E.
Henry Rivera

SUB-CONSULTANT

SCOPE OF WORK

The scope of this project was to review the memorandum evaluation performed by the Office of Intergovernmental Affairs and Professional Standards (OIAP) outlining ADA findings and recommendations to be implemented at the facility in compliance with Federal and State Regulations. Upon review of the memorandum and a site investigation visit, PDS provided an evaluation report of the existing parking conditions and proper accessibility from parking areas into the existing buildings. In addition, PDS produced signed and sealed construction documents outlining proposed solutions to encountered ADA deficiencies.



PDS ROLE

- Lead design Engineer responsible for the design and management of the project to ensure design completion within the allowable time schedule.
- Pre-design site inspection and assessment to determine improvements and scope of work to be performed at the facility.
- The design of the paving, grading and drainage to ensure ADA compliance.
- The design of milling and resurfacing for adjacent roadways including pavement markings and striping.
- Processing, completion, and submittal of all regulatory agency permits.
- Engineering construction inspections to oversee construction work as per design plans.



COMMUNITY SHUTTLE ROUTE AUDIT

TRANSIT TRANSPORTATION

BROWARD COUNTY, FLORIDA

This project is part of a comprehensive capital infrastructure review of the Community Shuttle Program ("CSP") in Broward County. There are currently 20 participating municipalities operating 59 community shuttle routes. These routes are designed to complement the County's fixed-route bus service and to provide increased mobility options at the local scale.

OWNER
Broward County

START / COMPLETION DATE
October 2022 / March 2023

CLIENT CONTACT
Mr. Robert Clifford
WSP USA
(813)520-4444
bob. clifford@wsp.com

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **142,589**

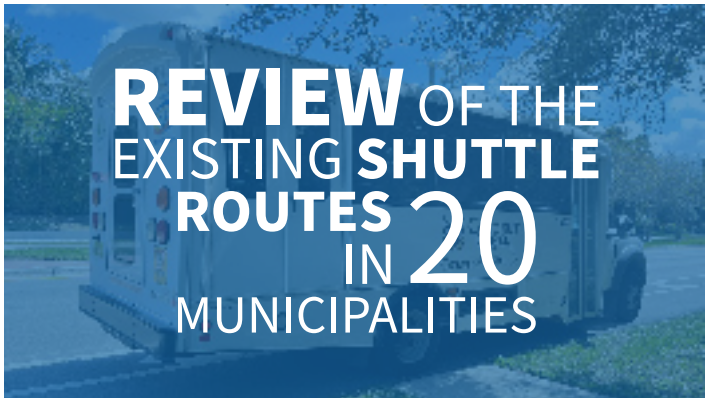
KEY PERSONNEL
Luis Jurado, P.E.
Ana Salazar
Gustavo Eckardt, P.E.
Alvaro Ballestas
Gustavo Jurado

SUB-CONSULTANT

SCOPE OF WORK

PDS is conducting a thorough review of existing bus stop lists for each shuttle route to verify the accuracy of boarding and alighting locations, order of bus stops on the route, and compliance with Americans with Disabilities Act ("ADA") standards.

ADA compliance check, includes the following specific items:



- The boarding and alighting area should be a stable surface with a slope no steeper than 1:48, connected to sidewalks/pedestrian paths.
- Size of boarding and alighting area must be 96 inches minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches minimum, measured parallel to the vehicle roadway.
- If there is a shelter, it must be connected to the sidewalk/pedestrian path, provide a minimum clear floor or ground space greater than 30" x 48", and connect to the boarding/alighting area.
- Bus route identification signs shall comply with ADA standards for text size and style. EXCEPTION: Bus schedules, timetables, and maps that are posted at the bus stop or bus bay shall not be required to comply.



WEST REGIONAL TERMINAL ADA IMPROVEMENTS

TRANSIT
TRANSPORTATION

CITY OF PLANTATION
BROWARD COUNTY, FLORIDA

The Broward County West Regional Terminal services the Broward County West Regional Complex that is composed by The West Regional Courthouse, The West Regional Library, and the Emergency Operations Center. The terminal is located on the northeast corner between Broward Blvd and Pine Island Road. This Terminal is a major bus terminal for Broward County, who is looking to improve it to be ADA compliant and upgrade landscape.

OWNER
Broward County Transit

START / COMPLETION DATE
2013 / 2014

CLIENT CONTACT
Mr. Leighton Elliott, P.E.
1801 South Perimeter Rd.
Suite 160
Fort Lauderdale, FL
(954) 771-8705

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **180,000**

KEY PERSONNEL-
Luis Jurado, P.E.
Henry Rivera, M.S.
Glen Harrelson, P.E.
Fernando Fernández, P.S.M.

PRIME CONSULTANT

SCOPE OF WORK

PDS performed, under the Transit Infrastructure & Shelter Improvements at Bus Stops Project, existing facility and site documentation, project budgeting, evaluated and assessed the necessary improvements.

Under the A/E services for the Transit Division Contract is responsible for engineering drawings including paving grading and drainage, ADA Improvements, pavement resurfacing and traffic signing and pavement markings.



PDS ROLE

- Lead design Engineer responsible for the design and management of the project to ensure design completion within the allowable time schedule.
- Pre-design site inspection and assessment to determine improvements and scope of work to be performed at the facility.
- The design of the paving, grading and drainage to ensure ADA compliance.
- The design of milling and resurfacing for adjacent roadways including pavement markings and striping.
- Processing, completion and submittal of all regulatory agency permits.
- Engineering construction inspections to oversee construction work as per design plans.



BENNETT LIFTER PARK IMPROVEMENTS

PARKS & RECREATION

CITY OF MIAMI GARDENS
MIAMI-DADE COUNTY, FLORIDA

The intent of the project was to provide professional engineering and architectural services for the proposed improvements intended for the Bennett Lifter Park in the City of Miami Gardens. The proposed project was the result of a wining Design-Build Bid proposal in response to the City of Miami Gardens, Design Build Request for Proposal #15-16-047 for the Bennett Lifter Park Improvements, located in 20701 NW 22 Avenue, Miami Gardens, FL 33056.

OWNER
City of Miami Gardens
Park & Recreation
Deepartment

START / COMPLETION DATE
January 2018

CLIENT CONTACT
Ms. Isabella Micolta, E.I.
Field Construction Engineer
ENCO, LLC.
3878 Sheridan Street
Hollywood, FL 33021
(954) 342-2466 / (954) 993-1357
imicolta@encollc.com

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **89,430**

KEY PERSONNEL
Luis Jurado, P.E.
Gustavo Eckardt, P.E.

SUB-CONSULTANT

SCOPE OF WORK

PDS was the prime designer, and responsible for the design and coordination among various disciplines, for the generation of permittable construction drawings and specifications. PDS provided professional services in the areas of work to include demolition, drainage, utilities, landscaping, irrigation, lighting, paving, and fencing along with all design services including architectural and engineering services, landscape architecture, electrical, mechanical, plumbing, civil, ADA, fire and life safety.



PDS ROLE

- ***Survey/Field Verification.*** Verification of the existing topographic survey provided by the Owner as part of the design criteria package.
- ***Architectural and Engineering Design Services.*** Preparation of architectural and engineering drawings in compliance with applicable codes, and per the design requirements of the Design Criteria package.
- ***Permitting Services.*** Preparation of applications and submit for approval to different governmental agencies.
- ***Engineering Services During Construction.*** Performance of engineering services during the construction of the project on an hourly basis as needed and as required by the Client and Owner.



100 BUS STOP LOCATIONS

TRANSIT
TRANSPORTATION

VARIOUS LOCATIONS
BROWARD COUNTY, FLORIDA

This project consists of providing professional engineering, surveying and construction administration services to the Broward County Transit Division (BCT) for One Hundred (100) Countywide Bus Shelters/Stops and Infrastructure Improvements in Broward County.

OWNER
Broward County Transit (BCT)

START / COMPLETION DATE
May 2023 / Ongoing

CLIENT CONTACT
Mr. Kevin Fulchan, E.I.
Services and Capital Planning
Broward County Transportation Department. 1 North University Drive, Suite 3100A. Plantation, FL.
(954) 357-8395
kfulchan@broward.org

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **397,000**

KEY PERSONNEL
Luis Jurado, P.E.
Ana Salazar
Gustavo Eckardt, P.E.
Laura Aguirre
Fernando Fernández, P.S.M.

PRIME CONSULTANT

SCOPE OF WORK

PDS's responsibilities for this project includes preparation of surveys, coordination of geotechnical investigations, civil engineering design, structural engineering design, permit preparation and processing, modification of permits acquired by the BCT, maintenance of traffic plans, utility relocations coordination, stormwater management and construction management.



PDS ROLE

- Lead design Engineer responsible for the design and management of the project.
- Topographic surveys in NAVD 88 and State Plane Coordinates.
- Design of the paving, grading and drainage to ensure ADA compliance.
- Design of milling and resurfacing for adjacent roadways including pavement markings.
- Processing, completion and submittal of all regulatory agency permits.



LA QUINTA EXISTING CONDITION ASSESSMENT

WATER SEWER STORM WATER

TOWN OF CUTLER BAY
MIAMI-DADECOUNTY, FLORIDA

The objective is to inspect and report on the 10821 Caribbean Blvd., Cutler Bay property's civil engineering components, identifying deficiencies and estimating repair costs, in compliance with Housing Quality Standards (HQS 982.401).

OWNER
Miami-Dade County

START / COMPLETION DATE
November 2023 / Ongoing

CLIENT CONTACT
Mr. Gustavo Santos
BEA Architects
11575 NW 7th Avenue, Miami, FL 33168
(305) 461-2053 ext. 181
gsantos@beai.com

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **7,928**

KEY PERSONNEL
Gustavo Eckardt, P.E. Ana Salazar Alvaro Ballestas

SUB-CONSULTANT

SCOPE OF WORK

The scope includes a field visit to perform a visual inspection of the property's water supply, sanitary sewer, and drainage components, as well as ADA compliance checks and parking area evaluations. PDS will compile an inspection report with photos and descriptions of findings. Following the inspection, PDS will prepare a detailed assessment report, listing deficiencies, recommended repairs, and estimated construction costs, culminating in draft and final reports for inclusion in a comprehensive report by the client.

PDS ROLE

PDS will conduct a visual inspection of the property's civil components, coordinate with the client to gather as-built drawings and county records, and prepare an assessment report. This report will outline findings, repair recommendations, and cost estimates, contributing to the comprehensive project report.





THE CURRENT EXISTING CONDITION ASSESSMENT

WATER SEWER STORM WATER

CITY OF MIAMI
MIAMI-DADE COUNTY, FLORIDA

The objective of this project is to conduct a thorough inspection and prepare a comprehensive report detailing any deficiencies found, along with a cost analysis for necessary repairs in the 20 Acre project area.

OWNER
Miami-Dade County

START / COMPLETION DATE
November 2023

CLIENT CONTACT
Mr. Gustavo Santos
BEA Architects
11575 NW 7th Avenue,
Miami, FL 33168
(305) 461-2053 ext. 181
gsantos@beai.com

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **576,672**

KEY PERSONNEL
Gustavo Eckardt, P.E. Gustavo Jurado Alvaro Ballestas

SUB-CONSULTANT

SCOPE OF WORK

The project scope involves conducting a thorough visual inspection of water supply, sanitary sewer connections, and drainage systems at a property designated for acquisition by Miami-Dade County. This assessment will focus on evaluating visible features and ADA accessibility, aiming to identify any deficiencies.



PDS ROLE

- Perform a comprehensive visual inspection of civil engineering components.
- Coordinate with the client to obtain necessary documents and records.
- Prepare a detailed assessment report with repair recommendations and cost estimates.
- Ensure compliance with ADA requirements for accessibility.



ASSURANT OFFICE BUILDINGS EXISTING CONDITION ASSESSMENT

WATER SEWER STORM WATER

CITY OF MIAMI
MIAMI-DADE COUNTY, FLORIDA

The project intent is to conduct an existing condition assessment inspection and prepare a report with the findings, and an accompanying cost analysis of repairs necessary to address any deficiencies found during the inspection.

OWNER
Miami-Dade County

START / COMPLETION DATE
October 2023 / November 2023

CLIENT CONTACT
Mr. Gustavo Santos
BEA Architects
11576 NW 7th Avenue,
Miami, FL 33168
(305) 461-2053 ext. 182
gsantos@beai.com

CONSTRUCTION COSTS **N/A**
CONSULTING COSTS **10,676**

KEY PERSONNEL
Luis J. Jurado, P.E.
Gustavo Eckardt, P.E.
Ana Salazar

SUB-CONSULTANT

SCOPE OF WORK

This project involves conducting a thorough visual inspection to assess the condition of water supply, sanitary sewer connections, and drainage systems at a property slated for Miami-Dade County's acquisition. The assessment includes inspecting water meters, backflow preventers, fire line backflow preventers, sanitary sewer cleanouts, and a substantial number of manholes and catch basins for visible conditions. It will also verify ADA accessible routes from the property's parking lot and assess parking adequacy.



PDS ROLE

- Conduct visual inspections of water supply, sanitary sewer, and drainage systems.
- Assess condition of key infrastructure components.
- Open and inspect a significant portion of manholes and catch basins.
- Verify ADA accessible routes and assess parking adequacy.
- Prepare detailed inspection and condition assessment reports



CIP CITY-WIDE TOPOGRAPHIC SURVEYS

WATER SEWER STORM WATER

CITY OF OPA-LOCKA
MIAMI-DADE COUNTY, FLORIDA

Premiere Design Solutions, Inc. (PDS) served as the Design Criteria Package Topographic Surveyor for the City of Opa-Locka and their Capital Improvement Plan, to bring water, wastewater and stormwater improvements throughout the City.

OWNER
City of Opa-Locka

START / COMPLETION DATE
August 2014 / 2016

CLIENT CONTACT
Mr. Mohammad Nasir, PE
City Engineer / CIP Director
City of Opa-Locka
3400 NW 135th Street, Building B
Opa-Locka, Fl 33054
(305) 953-2868 Ext. 1212
mnasir@opalockafl.gov

CONSTRUCTION COSTS **15.000,000**
CONSULTING COSTS **400,000**

KEY PERSONNEL
Luis Jurado, P.E.

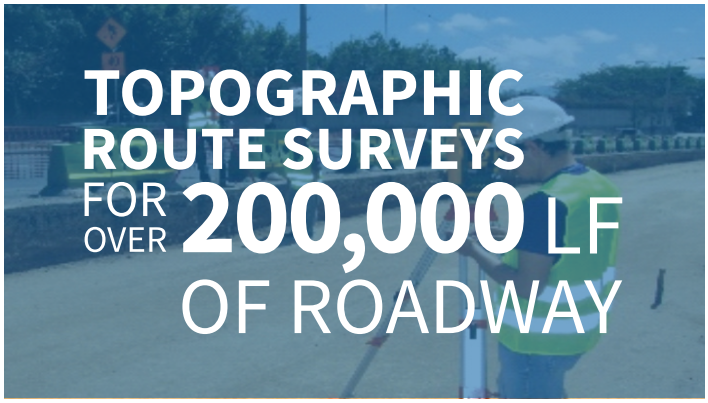
Gustavo Eckardt, P.E.

Fernando Fernández, P.S.M.

SUB- CONSULTANT

SCOPE OF WORK

Survey work included the collection of all above ground features, topographic elevation cross sections, research and placement of monument, Right of Way, Easement and Center Lines, draft plats, and generate layered assets in AutoCAD software to represent field data collected.

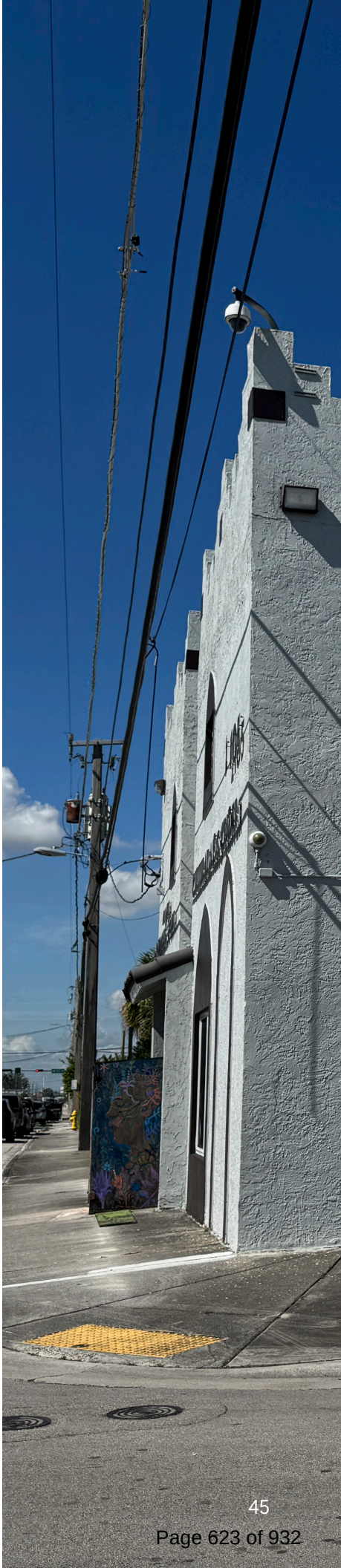


PDS ROLE

- Plat research and drafting for ROW verification.
- Field Data Collection with GPS units.
- Open all Manholes and Catch Basins to provide client with invert pipe information.
- Cross sectional elevations from ROW to ROW of roadway to generate topographic cross sections.
- Prepare key map and citywide survey drawings.
- Obtain topographic data of horizontal and vertical location of all above ground features.
- Identified easements available in county property records.

Justin Architects

Project Experience



POMPANO BEACH COMMUNITY PARK - CONTINUING SERVICES

Pompano Beach, Florida





Project Description

Under a Continuing Services Contract for projects valued at less than $2 Million, Justin Architects, previously known as Cartaya, delivered architectural services for multiple parks within the City of Pompano Beach.

One of our key projects involved Community Park, where we provided architectural services for various standalone amenities such as toilet facilities, drinking fountains, storage spaces, and custodial facilities. Additionally, we were entrusted with the design of a facility situated adjacent to the community pool. This facility was meticulously planned to encompass a Training and First Aid room complete with showers and locker facilities. It also features accessible parking right next to its entrance. Within the building, provisions for a pump room and chemical room were made to ensure seamless pool maintenance.

The facility was designed with the purpose of serving both the pool-going community and the general public, offering essential training and first aid services accessible from both the main entrance and a secondary entrance from the pool area. Furthermore, the facility incorporates retail space for added functionality.

Our contract also encompassed the installation of drinking fountains and solar-powered standalone toilet facilities at Pompano Beach Dog Park and Sandspur Park. These additions ensure ADA accessibility, provide necessary custodial space, and include a dedicated solar room for sustainability purposes.



POMPANO BEACH COMMUNITY PARK - AQUATIC FACILITY

Pompano Beach, Florida



Project Description

Justin Architects, also known as PKA Cartaya and Associates Architects, P.A., was selected to provide architectural services for the development of a community park facility adjacent to the community pool. Our design goals are centered around creating a functional and inviting space that caters to the needs of both pool users and the broader community.

The facility will include a Training and First Aid room complete with showers and locker facilities, designed to prioritize the safety and well-being of pool visitors. Additionally, we will ensure ample accessibility by providing conveniently located parking spaces near the entry points for individuals with disabilities.

In addition to these essential amenities, the building will incorporate a pump room and chemical room to facilitate the proper maintenance and operation of the pool. These dedicated spaces will ensure that the facility operates efficiently and maintains the highest standards of safety and cleanliness.

The layout of the facility has been planned to serve both the pool area and the general community. Visitors will enjoy easy access to the Training and First Aid room from both the main entry and a second entry connected to the pool. This design feature promotes convenience and encourages the use of the facility for training and first aid purposes. Our architectural approach emphasizes the seamless integration of the facility into the surrounding environment. We will utilize materials, colors, and design elements that are cohesive with the park's aesthetic. The exterior design will reflect the community's identity while maintaining a welcoming atmosphere.

Throughout the project, we are committed to integrating sustainable design principles. This will include the incorporation of energy-efficient systems and the use of environmentally friendly materials. Our dedication to sustainability aligns with our vision of creating a facility that not only meets the needs of the present but also serves future generations with minimal environmental impact.

NORTH BAY VILLAGE CIVIC PARK

North Bay Village, Florida









Project Description

The envisioned design for the North Bay Village Civic Park stands as a result of meticulous planning, tailored to the specific grant-mandated programming, encompassing six vital components. These include a boating dock, a welcoming picnic area complemented by a pavilion, an inviting nature trail equipped with intuitive wayfinding, strategically positioned lighting elements, thoughtfully curated landscaping, and a dedicated bike rack station.

Complementing these features, the park is set to introduce a vibrant children's splashpad, adding an element of playful engagement. Its elliptical walkway design ensures a seamless flow, fostering an environment conducive to continuous walking, exercise, and sustainable practices. The crowning jewel takes the form of a dynamic elevated circular platform, serving as both a focal point and a landmark within the park. This space is thoughtfully shaded, offering shaded picnic pavilion areas to encourage relaxation and social interaction.

The park experience extends to connectivity, as it seamlessly links to the East Drive Parking Spaces. An inviting scenic nature trail runs alongside this link, which further benefits from pedestrian and service entrances accessible from the 79th Street Causeway. The design doesn't merely prioritize function; it endeavors to craft an aesthetically pleasing atmosphere for both local residents and park visitors. Furthermore, the architectural sensibilities of the surrounding buildings have been meticulously taken into account to ensure harmonious integration with the park's visual landscape.

POMPEY PARK RECREATIONAL CENTER

Delray Beach, Florida



Project Description

The Pompey Park Recreational Center development consists of several key components, starting with a two story Recreation Center Building spanning 54,191 square feet. In addition to the main building, the project encompasses the construction of a Family Pool, a Competition Pool, and accompanying Bleachers. The Pool Cabanas are to be included, along with three Baseball Fields complete with their respective dugouts, batting cages, and warm-up areas.

To complement the recreational facilities, the project encompasses the creation of a Civic Lawn, designed for community gatherings and events, along with Shelters and Restrooms for visitor convenience. Furthermore, the recreation area will feature three Basketball Courts accompanied by Shade Structures.

To encourage fitness and play, designated Fitness and Playground Areas will be incorporated. The hardscape and landscape surrounding all facilities will be thoughtfully designed to enhance the overall aesthetics and functionality of the site. Adequate surface parking will also be constructed, catering to the needs of visitors and users of the recreational facilities.

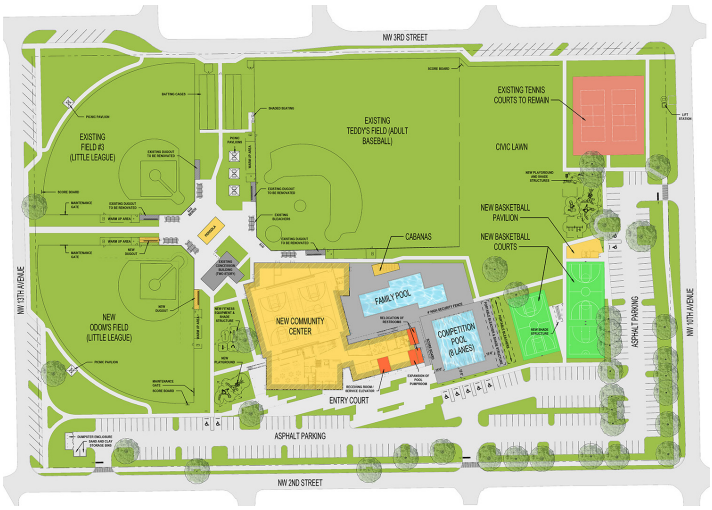
Additionally, there is an existing two-story Concession Building centrally located on the site, which will be retained and undergo improvements. The project includes giving the Concession Building a new exterior finish, which entails repairing and waterproofing the existing stucco and applying fresh paint.

The Pompey Park Recreation Center project is a multifaceted undertaking, set to deliver a comprehensive and state-of-the-art facility for the City of Delray Beach. From recreational amenities to landscaping, the project aims to create a welcoming and vibrant space that will be cherished by the community for years to come.

Key Components of the Project:

Recreation Center Building:
Central to the project is the construction of a two-story, 54,191-square-foot Recreation Center Building. This facility is designed to accommodate various recreational and community activities, reflecting a harmonious blend of form and function.

Pool Facilities:
The project encompasses the creation of both a Family Pool and a Competition Pool, complete with accompanying Bleachers and Pool Cabanas. These aquatic amenities contribute to a comprehensive recreational experience, catering to diverse age groups and preferences.



Sports Facilities:
The project involves the development of three Baseball Fields, equipped with dugouts, batting cages, and warm-up areas. The site also accommodates three Basketball Courts and Shade Structures, fostering an environment conducive to team sports and individual activities.

Civic Spaces:
The Civic Lawn, Shelters, Restrooms, and Fitness and Playground Areas provide communal spaces that foster community engagement and physical well-being.

Concession Building Enhancement:
An existing two-story Concession Building, centrally situated on the site, will be retained and undergo improvements, including exterior repairs and waterproofing, as well as a fresh coat of paint.

Green Building Certification:
A pivotal aspect of this project is the commitment to achieving Florida Green Building Certification. This highlights the project's dedication to sustainable design and construction practices that prioritize environmental responsibility and resource efficiency.

Throughout the construction process, the project team focused intently on realizing the vision of a recreation center that seamlessly integrates various facilities while adhering to high standards of sustainability. The application for Florida Green Building Certification underscores our aspiration to ensure that the project meets stringent green building criteria, contributing to a healthier and more environmentally conscious built environment.

ANNIE ADDERLY GILLIS PARK

Pompano Beach, Florida



Project Description

The City of Pompano Beach Annie Gillis Park is a well-established community park, sprawling across approximately 0.83 acres, situated at the northwest corner of Martin Luther King Boulevard and NW 6th Avenue. The primary objective of the park improvement project is to enhance the park's amenities and services for the benefit of the local community. Justin Architects worked closely with Pompano Beach CRA during all phases of the project maintaining open communication and keeping the project on time and within budget.

The city of Pompano Beach, Annie Adderly Gillis Park stands as a testament to the city's commitment to providing a dynamic and secure recreational space for its residents. Come and experience the park's transformation, a place where community bonds strengthen, and joyous memories are created.

Justin Architects was dedicated to enhancing the urban park experience with a range of thoughtful and exciting features:

Safety and Security: We prioritized your safety by providing adequate lighting throughout the park. With well-lit pathways and gathering areas, visitors can enjoy the park even during evening hours. Additionally, live surveillance monitoring ensures constant vigilance, giving the visitor a safe way to explore and partake in park activities.

Special Event Area: We understood the value of community gatherings and entertainment. To facilitate memorable experiences, we designated a special event area with a large, covered canopy. This versatile space will host performances, movie screenings, and various other events, fostering a vibrant and inclusive community spirit.

Landscaping Excellence: The park design incorporates landscaping that seamlessly blends with event setups and food truck access. The carefully curated green spaces create a charming ambiance for all park visitors, enhancing your overall enjoyment.

Interactive Exercise Equipment: Staying active and healthy is important, and the design of the park caters to every visitor's fitness needs, while engaging in our interactive exercise equipment, strategically placed throughout the park, providing opportunities for enjoyable workouts amidst the natural beauty.

Shade Structures and Solar Lighting: To ensure visitors comfort while enjoying the outdoors, we installed shade structures, providing breaks from the sun's rays. Additionally, we took pride in embracing sustainable practices by utilizing solar lighting, minimizing the park's environmental impact.





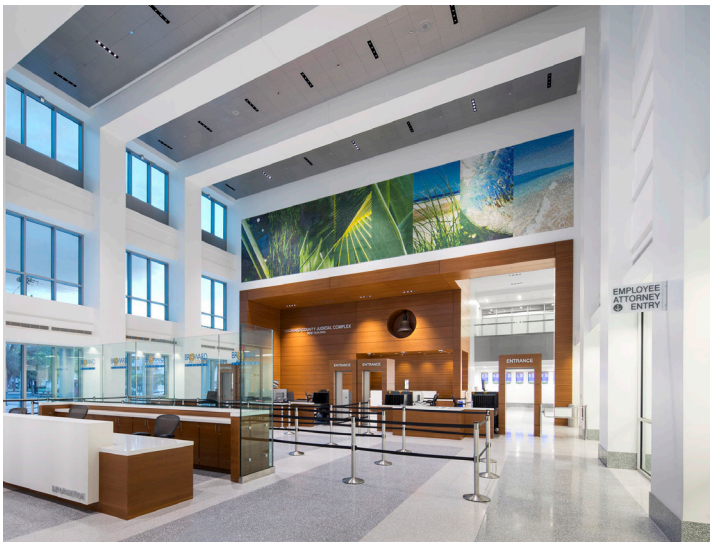
The park boasts a delightful and functional design, carefully planned to accommodate future changes as the community's needs and preferences evolve. Interconnected concrete walkways serve as both pathways and an active trail. The addition of thoughtful landscaping adds to the park's aesthetic charm, providing a serene escape from the urban setting.

In prioritizing park users' safety and peace of mind, the park's design emphasizes adequate lighting and follows Crime Prevention Through Environmental Design (CPTED) principles. Combined with the City's installed security cameras, this ensures a secure environment for everyone to enjoy.

BROWARD COUNTY CIVIL/FAMILY - JUDICIAL COURTHOUSE

Pompano Beach, Florida







Project Description

The Broward County Courthouse (BCC) project is an impressive undertaking encompassing the construction of a cutting-edge courthouse building spanning 730,000 square feet. It is meticulously designed to cater to the requirements of the Civil and Family Courts, accommodating various facilities, including Sheriff Department offices, adult and juvenile holding cells, evidence and firearms storage, as well as office and retail space. The project initiated with the demolition of an existing parking garage to pave the way for the new courthouse. Plans are also in place for the demolition of the existing west and central courthouses to make room for a new parking garage.

The BCC stands as a prominent civic landmark, employing several architectural strategies to establish a significant presence. The design situates the lobby adjacent to a newly developed civic plaza, creating a seamless connection between the new courthouse and the existing east wing. Future plans include the addition of a garage with retail spaces on the ground floor, further enhancing the appeal of the plaza. The L-shaped tower configuration not only offers the public an elevated perspective of the civic space but also provides breathtaking views of the South and East, overlooking the beautiful beaches of Fort Lauderdale. The façade features a striking glass curtain wall adorned with vertical fins, which not only give the structure a dignified civic expression but also serve as solar screening devices along the public corridors.

To define and enhance the public spaces associated with the new plaza, careful attention has been given to landscaping, paved surfaces, lighting, and furnishings. Thoughtfully selected plantings create intimate and human-scale spaces for circulation and shaded gathering areas, serving as a complementary feature to the courthouse's functionality.

The remarkable design and execution of the Broward County Civil/Family Courthouse have garnered recognition and accolades from the architectural community. Notably, the project received a "Certificate of Merit" from the American Institute of Architects - Academy of Architecture for Justice in 2011, acknowledging its excellence in design and its contribution to the field of justice architecture.

The BCC project exemplifies a commitment to creating a functional and visually stunning civic space that not only meets the needs of the courts but also enhances the surrounding community. With its innovative design, meticulous attention to detail, and recognition from esteemed architectural organizations, the Broward County Courthouse stands as a testament to the harmonious integration of architectural excellence and civic functionality.

BROWARD COUNTY JUDICIAL PARKING GARAGE & CIVIC PARK

Pompano Beach, Florida





Project Description

The Broward County Courthouse Parking Garage project serves as a vital addition to the courthouse complex, strategically situated between the New Broward County Courthouse and the existing East Wing Building on SE 6th Street. With a primary focus on convenience and functionality, this project entails the construction of a new parking structure capable of accommodating 497 parking spaces across six levels, spanning a total area of 237,110 square feet. The parking garage is intended to primarily serve judges, courthouse staff, and employees, and its implementation will follow the demolition of the existing West and Central Wing Buildings.

The ground level of the parking garage will incorporate supporting and maintenance areas, along with office and retail spaces facing the Courthouse Plaza and the breezeway that connects 6th Street to Riverwalk. Vehicular access to the parking garage will be exclusively through Courthouse Drive, ensuring an efficient traffic flow within the complex.

The primary exterior façade of the Parking Garage will face the Courthouse Plaza and feature an elegant design that harmonizes with the New Courthouse Building. This design will be realized using precast concrete panels, with an integrated color and light sandblasted finish, seamlessly blending with the architectural aesthetic of the surrounding structures. To enclose the parking area behind this surface, aluminum sight-proof louvers will be incorporated into the central area of the façade. Furthermore, a metal canopy, matching the Courthouse Building canopy, will be installed to protect retail entry doors and offer shade and shelter for pedestrians.

At the heart of the Parking Garage, a 72-foot-wide breezeway will penetrate the structure, establishing a pedestrian axis from 6th Street to the north Riverwalk. This thoughtfully designed breezeway will enhance accessibility and connectivity, facilitating movement and promoting pedestrian activity. The strategic positioning of the office/commercial areas and the elevator lobby facing the breezeway will create vitality and encourage its utilization, generating an engaging and vibrant environment.

The Broward County Courthouse Parking Garage project is a testament to a commitment to efficient and user-friendly design. By providing ample parking capacity and incorporating architectural elements that seamlessly integrate with the existing courthouse complex, the parking garage enhances accessibility, convenience, and overall functionality. Additionally, the project contributes to the aesthetic appeal of the Courthouse Plaza, creating a harmonious and visually pleasing environment for all visitors and occupants of the complex.

MIRAMAR POLICE HEADQUARTERS

Miramar, Florida



Project Description

The City of Miramar Police Headquarters and retail area seamlessly integrate into the Miramar Town Center Master Plan, a vision crafted by our firm. The structure, spanning three stories, elegantly envelops the Town Center Parking Garage. Its exterior reflects a Mediterranean style, harmonizing with the architectural aesthetics of Miramar City Hall and the Cultural Arts Center—both proud creations of our design expertise.

The ground level, spanning 80,000 square feet, unfolds as a pedestrian-friendly retail space. Its arched exterior sidewalk not only enhances the visual appeal but also faces the City Hall Promenade and the main entrance to the building, creating a welcoming atmosphere.

Ascending to the second and third floors reveals the nerve center of law enforcement—the City's Police Department. Here, a comprehensive layout includes a secure sally port entry, strategically positioned holding areas, well-appointed offices, state-of-the-art conference rooms, and cutting-edge investigative facilities. The design prioritizes functionality, ensuring seamless workflow and collaboration among the various departments.
Emphasizing safety, the entire structure is fortified to be bulletproof both inside and out, providing a secure environment for the City's police force. Moreover, the architectural ingenuity extends to resilience against the forces of nature, as the building is engineered to withstand the formidable impact of Category 5 hurricane events.

Our design not only contributes to the functionality and efficiency of the City of Miramar Police Headquarters but also stands as a testament to our commitment to aesthetic harmony, security, and resilience in the face of unforeseen challenges.

This Facility is LEED Gold Certified.



TOWN OF DAVIE - NEW TOWN HALL, DESIGN CRITERIA PACKAGE

Davie, Florida



Project Description

Justin Architects has been entrusted by the Town of Davie to undertake a comprehensive architectural and engineering role, encompassing both design and construction services for the Design Criteria Package (DCP) of the new town hall and its associated site enhancements.

Functioning as a hub for administrative and civic activities, the New Town Hall is poised to accommodate 16 Departments. Among these, the Building, Engineering, Planning and Zoning Departments will find their home here, alongside the Community Redevelopment Agency (CRA) Department. The design approach artfully blends rustic western vernacular architecture with modern elements, respecting the town's historical heritage while propelling it forward into a promising future.

Throughout the meticulous site design process, Justin Architects remained steadfast in their commitment to preserve and seamlessly integrate the existing mature trees. The team also carefully considered the relocation and preservation of 9 memorial plaques, in addition to the Town's Time Capsule. To enhance accessibility, the site design incorporates 100 parking spaces on the eastern side of the project's location.

Adherence to the Building Construction Type aligns with the current Florida Building codes as mandated by the DCP. While the Town of Davie didn't mandate third-party certification for sustainable design, Justin's dedicated team aimed to weave sustainable design principles equivalent to LEED Silver into the project. This comprehensive approach seeks to minimize non-renewable energy consumption, conserve water, elevate indoor environmental quality, maximize the utilization of natural daylight, and optimize operational and maintenance protocols. The result is a thoughtful integration of functionality, aesthetics, and sustainability that will serve the Town of Davie with distinction.



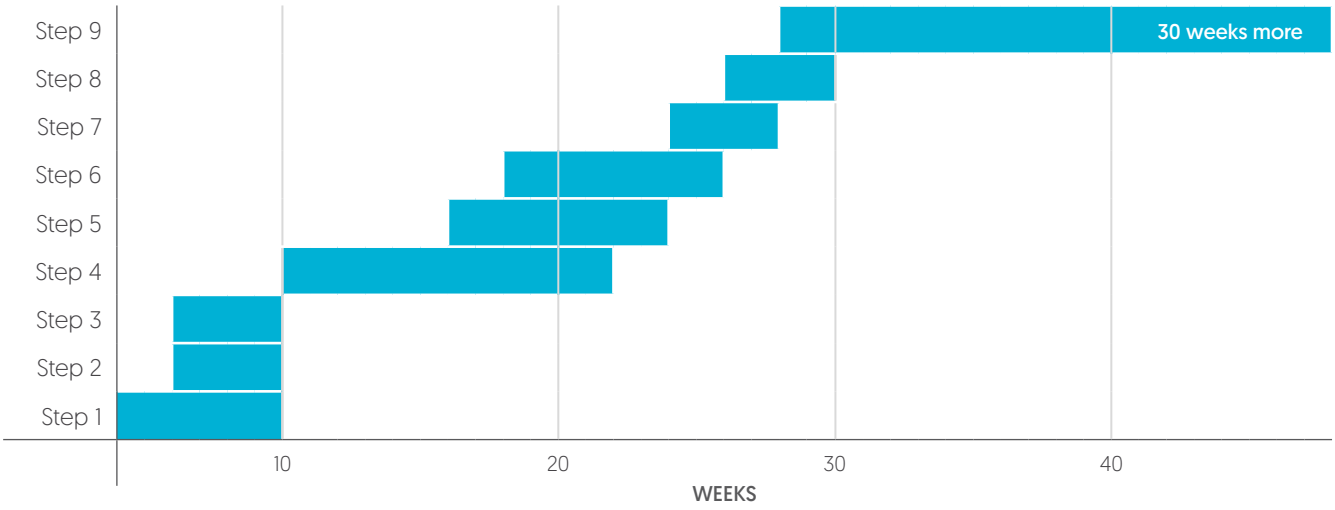




6 SCHEDULE

Schedule

The graphic below outlines our 9-step approach to completing the project, with a total duration of 9 months. This excludes the optional Step 9, which involves developing design guidelines and can take an additional 6–9 months. The city may choose to adopt the guidelines outlined in Step 3, making Step 9 optional. The schedule is designed to ensure thorough assessments and the timely implementation of the ADA Transition Plan.



Step 1. Designate an ADA Coordinator.
Step 2. Provide Public Notice About the ADA Requirements.
Step 3. Document Your Current State of Compliance.
Step 4. Develop Evaluation report and Transition Plan.
Step 5. Establish and Approve a Schedule and Budget to Implement the Transition Plan.
Step 6. Monitor Progress and Develop Project Database.
Step 7. Brief City Staff, Stakeholders and City Council Member on The Final Transition Plan and Findings.
Step 8. Establish a Non-Compliance Procedure.
Step 9. Develop Design Standards, Specifications, and Details.



REFERENCES

References

Organization/Firm Name	**Broward County Transportation Department**
Contact Name	Kurt Petgrave, R.A., NCARB
Contact Email	kpetgrave@broward.org
Contact Phone	(954) 357-6793
Name of Referenced Project	Multiple Transit Building Assessments
Organization/Firm Name	**City of Miramar**
Contact Name	Markwei, Marilyn M.S., P.E.
Contact Email	mmmarkwei@miramarfl.gov
Contact Phone	(954) 883-6806
Name of Referenced Project	Bus Shelter Improvements at 13 Locations in the City of Miramar
Organization/Firm Name	**City of Opa-Locka**
Contact Name	Carlos Gonzalez
Contact Email	cgonzalez@opalockafl.gov
Contact Phone	(305) 953-2868
Name of Referenced Project	Master Lift Station 11C - Building rehabilitation to the master lift station in the City of Opa Locka
Organization/Firm Name	**City of Miami Gardens**
Contact Name	Tuan Pham
Contact Email	tpham@miamigardens-fl.gov
Contact Phone	(773) 8180197
Name of Referenced Project	Broward County Electrification Program
Organization/Firm Name	**Broward County Aviation Department**
Contact Name	Alejandro Cuevas
Contact Email	acuevas@broward.org
Contact Phone	(954) 359-2395
Name of Referenced Project	On Call-Survey and Mapping Services
Organization/Firm Name	**Miami-Dade County Water & Sewer Department**
Contact Name	Amaury P. Betancourt, Ph.D., P.E.
Contact Email	amaury.betancourt@miamidade.gov
Contact Phone	(786) 552-8030
Name of Referenced Project	Small-Diameter Water Main Replacement Program



8 ADDITIONAL FORMS

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: Premiere Design Solutions, Inc. (PDS)

   Address: 11606 City Hall Promenade Ste 200

   City, State, Zip: Miramar, FL 33025 Phone/Fax: (954) 237-7850 Ext. 701

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

3. If Corporation, state:
   Date of Incorporation: 2007 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:

   Luis J. Jurado P.E./ President _____

   Natalina Rivera-Jurado _____

   _____ _____

   _____ _____

6. The length of time in business: 17 years

7. The length of time (continuous) in business as a service organization in Florida:
   17 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.*

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 Luis J. Jurado P.E./ President

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 Luis J. Jurado P.E. the
(Name)
President of Premiere Design Solutions, 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.

10-1-2024 _____
Date Signature

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 Premiere Design Solutions, 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:

Witness

Witness

By: _____
Signature

Luis J. Jurado P.E./ President
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 Premiere Design Solutions, Inc. 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: Luis J. Jurado P.E.

Title: President

Sworn and subscribed before me this

3rd day of October, 20___

Notary Public
State of Florida at Large

My commission expires: Jan 12, 2026

KISLET HERNANDEZ
Notary Public - State of Florida
Commission # HH 215710
My Comm. Expires Jan 12, 2026
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: Luis J. Jurado P.E.

Title: Premiere Design Solutions, Inc.

State of Florida County of Broward

The foregoing instrument was acknowledged before me via ☑ physical presence OR ☐ online notarizations this 3rd day of October, 2024.

By Luis Jurado

Personally known ✓ OR produced identification DL.

Kislet Hernandez

Notary Public

My Commission Expires Jan 12, 2026

KISLET HERNANDEZ
Notary Public - State of Florida
Commission # HH 215710
My Comm. Expires Jan 12, 2026
Bonded through National Notary Assn.

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: Premiere Design Solutions, Inc.

Authorized Signature: 

Print Name: Luis J. Jurado P.E.

Title: President

Date: 10-1-2024



ADA COMPLIANCE **ASSESSMENT** AND TRANSITION PLAN

PREMIERE DESIGN SOLUTIONS, INC.
11606 City Hall Promenade - Ste 200.
Miramar, FL 33025
Luis Jurado, President
ljurado@pds-eng.com

October 7th, 2024



Benesch
8200 NW 33rd Street, Suite 320
Doral, FL 33122
P: 786-688-3407

Point of Contact:
Bryan Weinstein, PE, AI/PE
E: bweinstein@benesch.com
P: 813-486-0061

RFQ NO: 24-1007200

ADA Compliance Assessment and Transition Plan

City of Opa-Locka

benesch

OCTOBER 7, 2024



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TAB 2: LETTER OF TRANSMITTAL

8200 NW 33rd Street, Suite 320
Doral, FL 33122
www.benesch.com
P 786-688-3407

October 7, 2024

Joanna Flores, CMC
City Clerk
City of Opa-Locka
780 Fisherman Street
4th Floor
Opa-Locka, Florida 33054

RE: **Proposal Submission for RFQ NO: 24-1007200 - ADA Compliance Assessment and Transition Plan**

Ms. Flores and the Selection Committee:

Benesch is pleased to submit our proposal for the ADA Compliance Assessment and Transition Plan as outlined in RFQ NO: 24-1007200. We understand that the City of Opa-Locka seeks to ensure ADA compliance across its parks and facilities, focusing on physical accessibility assessments and the development of a comprehensive Transition Plan that identifies all barriers to accessibility.

Utilizing our innovative tools, along with leaning on our national and local experience, Benesch plans to bring a fresh, forward-thinking, comprehensive and implementable plan on how to make your community more accessible to all. Opa-Locka is a vibrant community and we want to help make sure that people of all abilities can enjoy the City.

Our team is committed to delivering a thorough and effective ADA compliance assessment. We have a detailed understanding of applicable government codes, statutes, and regulations pertinent to this project. Our team in uniquely qualified and provides the following benefits to the City of Opa-Locka:

- ✓ ***Florida ADA Experience:*** Benesch has a robust background in ADA compliance and accessibility services throughout Florida, honed through years of experience and numerous successful projects. Our team has performed extensive ADA assessments and developed Transition Plans for various municipalities, ensuring that public infrastructure and facilities meet both federal and state accessibility standards. Notably, Benesch has worked with the Florida Department of Transportation for over a decade and has lead ADA compliance training across the State, teaching hundreds of FDOT staff, consultants, and local agencies on how to ensure their infrastructure is designed, build, and maintained accessibly. Our work in Florida also includes ADA assessments of thousands of buildings, parks, parking lots, and other facilities for local clients such as: the City of Doral, Ft Lauderdale, SFRTA, Brevard County, Palm Beach County, and the City of Punta Gorda making us a trusted partner for ensuring accessibility and compliance in public infrastructure projects.

- ✓ ***Depth of Resources:*** Bryan Weinstein and Ismir Ripley form a dynamic leadership duo at Benesch, bringing together extensive expertise and experience in the fields of ADA compliance and grant management, respectively. Mr. Weinstein specializes in ensuring accessibility in public infrastructure. Bryan's role involves assessing facilities for ADA compliance, developing Transition Plans, and providing ADA-related training and technical support, making him a pivotal figure in enhancing accessibility standards across various projects. Ismir's background includes working with various grant programs and providing financial support. Ms. Ripley's expertise in managing financial reviews, ensuring grant program compliance and overseeing safety inspections has been instrumental in maintaining the integrity and effectiveness of numerous ADA projects. Together, Bryan and Ismir's complementary skills and leadership ensure that Benesch's projects are not only compliant with regulatory standards but also financially sound and effectively managed.



MEET BRYAN - TRUSTED ADA PROJECT MANAGER

Bryan is a highly experienced ADA Compliance Engineer with 22 years of expertise in the field. He is well-versed in both State and Federal ADA codes and statutes; conducting ADA assessments for hundreds of facilities, including courthouses, jails, government centers, libraries, parks and trails; ensuring compliance and developing comprehensive ADA Transition Plans. His work ensures that infrastructure projects across Florida are more accessible, inclusive, and efficient.



MEET ISMIR - LOCAL PARTNER

Ismir has over 21 years of experience in grant management and compliance procedures. She has substantial expertise working with various grant programs, providing financial support and overseeing safety inspections. Ismir's proficiency in managing financial reviews and ensuring grant program compliance has been instrumental in the successful execution of numerous South Florida projects.

✓ ***National Company, Local Solutions:*** At Benesch, we have successfully partnered with numerous municipalities and agencies throughout the state. Our local teams are not just employees; they are residents who live, work and engage in the communities they serve, ensuring that we bring both national resources and local dedication to every project. Led by Ismir Ripley, our local team will be ready at a moment's notice for all your needs. This unique approach allows us to deliver the robust capabilities of a large firm while providing the personalized, responsive service that our Florida clients value.

The following individuals are authorized to make representations and/or negotiate on behalf of Benesch for this project:

Bill Ball, AICP
Florida Division Manager/Senior Vice President
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
E: bball@benesch.com
P: 813-825-1105

This letter is certified by the undersigned, who is an official corporate officer of Benesch. We affirm that the contents of our proposal and all accompanying materials are accurate and truthful to the best of our knowledge.

Please do not hesitate to contact us should you require further clarification or additional information. We look forward to the opportunity to work with the City of Opa-Locka on this exciting project.

Sincerely,

Bryan Weinstein, PE, AI/PE
Project Manager
ADA Compliance Group Manager

Bill Ball, AICP
Authorized Signator
Senior Vice President

benesch

MEET BENESCH

We're leaders in ADA Compliance who produce successful project outcomes. We're passionate about improving accessibility for all.

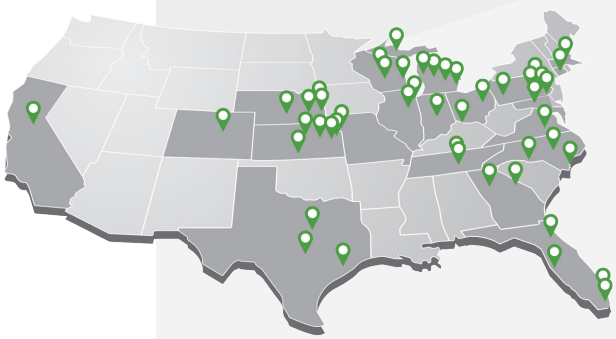
30+
ADA Transition Plans Developed

250+
Trainings to Muncipal Staff on ADA Compliance

750K+
Acres of Parks Accessed for ADA Compliance

4M+
Square Feet of Facilities Evaluated for ADA Compliance

1,000 Employees | 48 Locations | 20 States





TAB 3: GENERAL INFORMATION

NAME OF BUSINESS
Alfred Benesch & Company

MAILING ADDRESS
8200 NW 33rd Street, Suite 320
Doral, FL 33122
P: 786-688-3407

DESIGNATED CONTACT
Bryan Weinstein, PE, AI/PE
ADA Compliance Group Manager
P: 813-486-0061
E: bweinstein@benesch.com

NORMAL BUSINESS HOURS
8am - 5pm. Monday-Friday

BUSINESS TYPE
Corporation, National

YEAR BUSINESS WAS ORGANIZED
1946, Chicago, IL



LOCATION OF OFFICE PROVIDING WORK
8200 NW 33rd Street, Suite 320
Doral, FL 33122
P: 786-688-3407

100 W. Cypress Creek Rd, Suite 980
Fort Lauderdale, FL 33309
P: 954-641-5680

1000 North Ashley Drive, Suite 400
Tampa, FL 33602
P 813-224-8862

1010 Park Avenue, Suite 104
Baltimore, MD 21201
P: 443-438-5392

Our Miami office (above) will be providing a majority of the work. We will be supported by our Fort Lauderdale, Tampa and Baltimore offices. In total, there are 58 staff members throughout these four offices.

Benesch is the parent company.

The following pages contain proof of our Florida licensure.

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 18, 2024
Secretary of State
9228432542CC

DOCUMENT# F13000000785

Entity Name: ALFRED BENESCH & COMPANY

Current Principal Place of Business:

1000 N. ASHLEY DRIVE
SUITE 400
TAMPA , FL 33602

Current Mailing Address:

35 WEST WACKER DR., SUITE 3300
CHICAGO, IL 60601 US

FEI Number: 36-2407363

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301 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	TREASURER	Title	DIRECTOR
Name	HORN, KRISTINA S	Name	ELIZABETH , GALLAGHER
Address	35 W WACKER DR. SUITE 3300	Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601	City-State-Zip:	CHICAGO IL 60601
Title	SECRETARY	Title	CEO - PRESIDENT
Name	SCOTT, SMITH	Name	FITZPATRICK, KEVIN
Address	35 WEST WACKER DR. SUITE 3300	Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601	City-State-Zip:	CHICAGO IL 60601
Title	CHAIRMAN OF THE BOARD	Title	DIRECTOR
Name	KASTER, RANDALL	Name	HORAS, GEORGE
Address	16910 MARCY STREET SUITE 102	Address	250 CETRONIA ROAD SUITE 150
City-State-Zip:	OMAHA NE 68118	City-State-Zip:	ALLENTOWN PA 18104
Title	DIRECTOR	Title	EXTERNAL DIRECTOR
Name	SOCKEL, JEFF	Name	HARRIS, MICHAEL
Address	16910 MARCY STREET SUITE 102	Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	OMAHA NE 68118	City-State-Zip:	CHICAGO IL 60601

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KRISTINA HORN — CHIEF FINANCIAL OFFICER — 01/18/2024

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	EXTERNAL DIRECTOR
Name	PENCE, ROBERT
Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601

Title	FLORIDA DIVISION MANAGER
Name	BALL, WILLIAM
Address	1000 N. ASHLEY DRIVE SUITE 600
City-State-Zip:	TAMPA FL 33602

Title	DIRECTOR
Name	NANDAGIRI, SUNNY
Address	8000 REGENCY PARKWAY SUITE 175
City-State-Zip:	CARY NC 27518

Title	DIRECTOR
Name	LOREK , STEVEN
Address	4420 COOPER ROAD, SUITE 220
City-State-Zip:	CINCINNATI OH 45242

LICENSEE DETAILS

10:02:03 AM 10/4/2024

Licensee Information

Name:	**ALFRED BENESCH & COMPANY (Primary Name)**
Main Address:	**35 W WACKER DR.** **SUITE 3300** **CHICAGO Illinois 60601**
County:	**OUT OF STATE**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**30277**
Status:	**Current**
Licensure Date:	**04/11/2013**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

TAB 4: PROJECT APPROACH



THE ADA PROCESS

1 Oversee Development, Execution of the Evaluation Report and ADA Transition Plan

2 Conduct Comprehensive Facility Surveys and Barrier Assessments

3 Comprehensive ADA Evaluation and Transition Plan

Description of Services

Benesch is pleased to submit this scope for the City of Opa-Locka's ADA Assessment and Transition Plan. We have gathered a team of national and local experts specifically tailored to successfully deliver a City-wide ADA Transition Plan in a timely manner. The following pages detail our scope of service, budget, and schedule.

This project will be performed in three major tasks, and is expected to be completed within five months, from contract execution to completion of the ADA Transition Plan. The goals of this scope of services are generally to develop the following:

- **Public Outreach** – Hold various public outreach workshops and surveys to get the public's opinion on problematic barriers to accessibility within Opa-Locka and to ensure the public agrees with the overall process and recommendations.
- **Self-Assessment** – Assess city-owned and occupied facilities to determine the level of compliance with the ADA, identify physical barriers and develop recommendations for compliance. Compliance will be measured against the Federal ADA Accessibility Guidelines and the Florida Accessibility Code/Florida Building Code.
- **Transition Plan** – Develop and prioritize the recommendations for compliance to address barriers to accessibility.
- **Phasing Plan** – Develop a phasing plan to implement the improvements based on anticipated funding and/or resource availability over time.
- **Staff Training** – Train staff on how their job relates to the ADA and how to ensure that they can identify and/or mitigate barriers to accessibility in the future.

This overall accessibility analysis is proposed to provide a comprehensive and detailed assessment of the City's facilities, services, policies, and employment practices as they relate to compliance with the ADA and Florida requirements.

1 2 3

Task 1 – Oversee Development, Execution of the Evaluation Report and ADA Transition Plan

To begin with, the Benesch Team will meet with City staff to review project tasks, schedule, survey methodology, project expectations, and identify project communication and decision procedures. Progress meetings with Opa-Locka will be scheduled monthly or more frequently as needed. Together, we will establish a framework for the project that includes goals/objectives, policies/guiding principles, standards/requirements, and methodologies to achieve ADA compliance.

The first task we will perform is a review of the City's existing ADA Transition Plan (if one exists), data pertaining to assets, policies and procedures. Drawing on past experience, we will review this existing data to ensure it is useful and contextualized for your specific needs. We have developed mobile GIS tools to efficiently collect data that will make sense to the public, policymakers, and those responsible for administering the ADA Transition Plan

EXISTING DATA TO FRAMEWORK

We propose following the strategy we have employed for other agencies, involving taking existing data to form a framework:

- Information gathering from City departments.
- The City's CIP and work plans will be reviewed to determine what accessibility-related projects are currently scheduled for design and construction and construction plans, if available, will be reviewed for ADA compliance.
- Performing an accessibility Self-Evaluation of Opa-Locka's current practices, guidelines, standards, policies, and procedures identified during the departmental informational gathering.
- Performing online surveys and in-person townhall meetings to seek staff and citizen input on accessibility issues.
- Reviewing the City's formal ADA complaint procedure as well as any documented accessibility complaints.
- Reviewing formal and informal designations and assignments for a city-wide ADA Coordinator and Department ADA Contacts and their respective roles and responsibilities.

Since it is our understanding that the City of Opa-Locka does not yet have a designated ADA Coordinator, we will work with City staff to assist in identifying a current employee or future position who would be suited to the task. We will then continuously train the ADA Coordinator throughout the project on their new role to ensure they can meet the responsibilities to comply with Title II of the ADA. It should be noted that even after the project is completed, city staff, and in particular the new ADA Coordinator, are encouraged to contact our ADA PM with any accessibly-related questions they may have.

This process will provide a basis for a robust and holistic assessment of accessibility within Opa-Locka and allow for a better approach to planning and prioritizing the removal of barriers to accessibility.

Departmental Policy and Procedure Review

Benesch will develop a self-assessment survey form asking for information from all City departments. The self-assessment will request information regarding accessibility and accommodation practices in relation to all City policies, what types of reasonable accommodations are currently being made and how frequently they are requested. We will also request that information pertaining to any accessibility complaints be included.

We will provide a draft of the survey form to the City's Accessibility Team for review and approval before it's distributed to departments. All responses collected over a two-week period will be summarized in a report. This report will describe deficiencies in the City's policies in relation to compliance with City, State and Federal laws. It will also provide recommendations on how to make these policies accessible and equitable for all residents, staff and visitors. For each of the departments, an internal survey will be sent to gather information pertaining to their day to day functions; past and present accessibility accommodation requests; their methodology to ensure that accessibility approaches are followed; general ADA safety protocols and policies are listed and followed; alternative forms of communication are available and are ADA compliant; and that there are no gaps or missing pieces in their current policies or services that would be in violation of the ADA.

Based on the data gathered in the departmental surveys, each department's policies, procedures, and services will be reviewed. In particular, we will note any gaps in current ADA compliance for each of the departments and recommendations will be developed. All City departments will be assessed to ensure that they are fulfilling their duties in an accessible manner that does not unintentionally discriminate against people with disabilities. The Benesch team will create a report of accessibility issues related to City policies and procedures. We will document recommendations and meet with the ADA Coordinator to provide the suggested changes. These recommendations will assist Opa-Locka in achieving greater accessibility.

Grievance Procedure

Benesch will review Opa-Locka's current ADA grievance procedure and make recommendations on any identified deficiencies. We will assist the City in developing a fully compliant ADA grievance procedure and ensure that the grievance form meets or exceeds the minimum requirements as set forth by the Department of Justice and Florida Statutes.

Review of City Employment Practices

Title I of the ADA requires that no employer of 15 or more employees shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. Our team will request Opa-Locka's HR hiring, compensation, promotion, and firing policies for review.

Benesch's ADA experts will review current employee training procedures to ensure City employees are familiar with policies and practices that encourage full participation of individuals with disabilities in all City provided servicesand activities. We will ensure that training materials and handouts cover ADA state and federal standard requirements as they relate to the specific department's training being reviewed. We will develop a report summarizing our findings, and this report will be sent to City staff for their review and feedback. Our team will then meet with HR representatives, the ADA Coordinator and City Attorney to review the report and gather their feedback. Any feedback we receive will be applied in the final report.

This process will provide a basis for a robust and holistic assessment of accessibility in and along City facilities; allow for planning and prioritizing the removal of barriers; and further refine Opa-Locka's strategy for any remaining assessments needed.
Generally, Opa-Locka's overall goal of the Transition Plan is

to improve accessibility to the City's activities and services. Building on that, we will help Opa-Locka identify actionable strategies to achieve this broad goal.

For example, we will:

- Create and prioritize a list of identified barriers, generated strategies, and methods that can be used to remove or reduce barriers achievable within fiscal constraints
- Provide guidance to City staff and the public on the requirements of the ADA and the City's approach to improving accessibility
- Develop a realistic schedule based on the estimated available budget for the removal of barriers
- Recognize potential funding sources and opportunities to remove identified barriers

All goals, objectives, guiding principles and implementation methods will be developed within the context of relevant guidance documents, including ADA Accessibility Guidelines (ADAAG), the Florida Building Code/Florida Accessibility Code, Public Right-of-Way Accessibility Guidelines (PROWAG) and others.

The City's Transition Plan is a living document, intended to be periodically monitored and updated. We will create a framework that allows for future updates and for the City to document actions taken to remove barriers to accessibility and to modify procedures to increase accessibility.

Public Outreach Plan

Public outreach is an essential element in the decision-making process and, ultimately, the success of the project. As your partner, Benesch's public outreach professionals are a blend of engineers and non-engineers to allow our team to avoid projecting an overly technical message, potentially intimidating or discouraging comments from the affected public stakeholders. We have seen excellent success with a more personal approach offering explanations and seeking comments at a general level of detail whenever possible. As field data is being generated and analyzed, we will work with the City to continually update and include all stakeholders, including the public, City staff, and elected officials.

At a project level, on-going communication with the public can serve to ease the impact of any potential disruptions and keep them informed throughout the project. Our experience has shown some accessibility improvements are not necessarily intuitive; lack of communication about the "why we are doing this" creates more questions or doubt than simply reaching out early to explain the "hows and whys" of what is being done. People do not object to making access easier and there is no size threshold or dumb question. Proactively addressing even obvious items up front can keep small issues from turning into big problems and build support from all stakeholders. Our team has significant experience working with residents and businesses to satisfy their needs with the work that needs to be accomplished. Residents, visitors, and commuters provide valuable perspectives as users of the City's infrastructure. In order to gather their input on accessibility issues, we envision the Transition Project Team's public outreach protocol will likely include:

- Internal/External Web Surveys
- Coordination with City Staff
- Public Information Meetings and Workshops
- Presentations and Communications to Governing Bodies
- Social Media Outreach

Survey

PROJECT CASE STUDY:
Ability to Train Staff on ADA Compliance

ADA Town Staff Trainings

Town of Apex, NC

Benesch has the ability and experience to train City staff to assist in alleviating non-compliance issues going forward. The Town of Apex, similar in population size to Opa-Locka, utilized Benesch's skills by requesting an in-person training session for its staff. This training involved a formal discussion in addition to a tour of a town facility and town ROW to identify barriers to accessibility and potential solutions.



We will develop a public survey prior to the self-evaluation task to identify physical barriers at accessible public facilities, including government buildings, recreation fields, playgrounds, and other elements in the public realm. Survey outcomes will inform our team about accessibility issues that faces the disabled public on a regular basis. The same questions will be used to gather information at the public workshops. A summary of the survey results will be published by our team and shared with the City for consideration in the Transition Plan.

Public Workshops

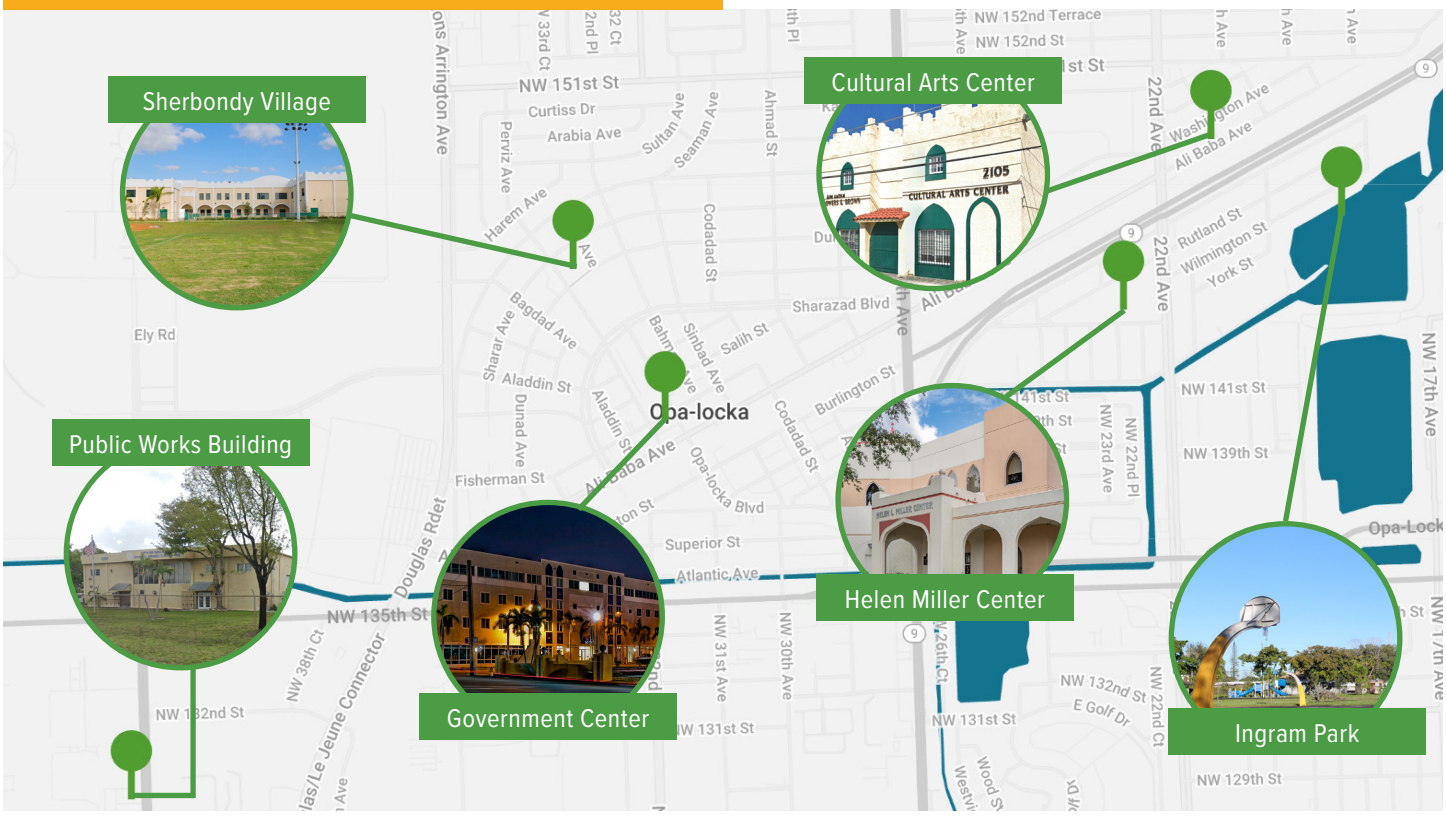
Similar to the information gathered from the survey, it is critical to meet face to face and engage with the various disability organizations to fully understand their input. The first workshop will be held to identify barriers to accessibility and gather information from those using public facilities. The information gathered will be useful when developing the Transition Plan. The second workshop ,towards the completion of the project, will ask participants to comment on the draft Transition Plan.

Our team will identify and secure the workshop venues, which may include a public library, community center or City facility. We will also assist with promoting the workshops by developing social media posts, website content, flyers, exhibit boards and print materials, as needed.

Opa-Locka may also want to consider using virtual meeting platforms such as ZOOM, Microsoft Teams or GoTo Meeting so that the public can interact with the Team for the duration of the project. This combination of in-person and online public outreach allows greater buy-in by the public on the ADA Transition Plan. If potential issues emerge with the approach, findings or solutions, the public can communicate issues, thereby allowing for discussion of the issue with City staff and making any necessary modifications as soon as possible.

Regardless of whether a hybrid approach is warranted, all public comments will be summarized in the Final Transition Plan. A sample of some of our marketing, outreach, and informational flyers can be found in Tab 5 on page 16.

FACILITIES OF INTEREST



1 2 3

Task 2 - Conduct Comprehensive Facility Surveys and Barrier Assessments

Data collection is a time-consuming process, and processing what is obtained is critical to ensure the City can develop strategies to monitor and update the Transition Plan. We have skilled and knowledgeable individuals experienced in collecting field data in an efficient manner and we will ensure any plan for new data collection is consistent with how the Transition Plan will be managed into the future. We will draw on past experience with other clients and utilize a field reconnaissance template to document physical issues or barriers that result in non-compliance. Along with the field form, photographs are taken and attached to the file to provide a snapshot for the City to monitor the issue in case it worsens from the original inspection. All identified barriers to accessibility will be tracked in an Excel and GIS database for future reference. We will ensure early on that this database is compatible with the City's Lucity asset management software so that the City of Opa-Locka can easily track barriers and manage their mitigation.

Buildings and Facilities Field Survey

All City buildings and facilities (as listed in the RFP, shown on page 9) will be evaluated for barriers to accessibility, as prescribed by applicable City, State and Federal regulations. If additional facilities are uncovered during the Task 1 Departmental meetings, they too will be assessed. In addition, while this RFP discussed assessing public facilities for ADA compliance, as an added benefit to the City of Opa-Locka, we will also assess the portion of employee-only areas that are also required to be accessible. These assessments will be performed by the Benesch ADA team, which includes multiple International Code Council (ICC) certified Accessibility Inspector/Plans Examiner (AI/PE), professional engineers, and certified planners.

Our ICC certified field inspectors will document each barrier to accessibility using electronic tablets running our custom designed ESRI Field Maps software. GPS locations of each violation will be recorded, and multiple photos will be taken of each barrier. This data will assist in the production of facility reports, informing the City of the nature of the architectural barriers in each public building and their exteriors as well as those located in parks, parking lots, and sidewalks connecting to and adjacent to the facilities. This barrier identification process will be performed throughout the project, identifying accessibility issues pertaining, but not limited to:

- Path of travel (both within and around each facility) – percent slope, width, and path connections
- Building hallway travel and means of egress
- Bathrooms and break rooms – water closet location, grab bars, clearance, doors and exposed pipes
- Room signage
- Parks – playground transfer platforms, slopes, clear widths, ground level and elevated play components, and children's reach ranges
- Accessible parking – slopes, size, signage, routes, and minimum numbers of spaces
- Curb ramps and detectable warnings – slopes, surface material, tripping hazards
- Seating, drinking fountains, elevators and other amenities
- Other accessibility issues including sidewalks, obstructions, protruding objects and reach ranges
- Accessible Doorways



Custom ESRI app for more efficient and accurate data collection

INNOVATIVE TOOLS

All physical elements regulated by accessibility requirements will be measured using a standard tape measure, smart levels and pull gauges. Non-compliant items will be included in a comprehensive ADA database to promote easy tracking of remediation efforts and allow the City to have accessibility information available in the event of future ADA complaints. The data will be collected using our facility assessment application and sent electronically to our secure servers for backup. All collected data will be rigorously quality-controlled and analyzed before being included in the final reports.

Our custom ESRI-based facility assessment application, which is pre-programmed with a data structure tailored to ADA assessments of these types of facilities, will be used to enter measurements and collect violation information in the field. Photos, measurements, and descriptions will be linked in a comprehensive Microsoft Access, online GIS database, and an Excel spreadsheet via unique item identifiers for easy tracking. This database can later be adopted by the City, and imported into Lucity to continue tracking implementation progress of items through program funding, design and construction.

Surrounding each City facility may be parking facilities and/or sidewalks leading to them that serve as extensions of the accessible routes to and from these facilities. Adherence will be measured against the 2010 ADA Standards for Accessible Design and other local, state, and federal standards, as well as recommendations provided for adherence to PROWAG (not yet enforceable).

This approach to collecting and managing field data serves three purposes. First, it speeds up the creation of the action items list. This is achieved by clearly listing and categorizing potential compliance issues and providing decision-makers with the necessary information to plan projects and strategies addressing these issues.

Secondly, it provides a living measurement and tracking mechanism for the City's ADA Transition Plan to monitor progress and track costs for different strategies and the overall executed plan.

Finally, it provides a mechanism for discovery and updating the system as changes occur independent of the Transition Plan or as potential issues or concerns are raised.

Our ADA team has extensive experience in assessing and improving sidewalk accessibility, ensuring compliance with ADA standards. Our work includes developing ADA Transition Plans and conducting ADA assessments for public rights-of-way to enhance accessibility and safety for all pedestrians.

DELIVERABLE

Benesch prides itself on delivering ADA inspection data in a format that is readable, usable and actionable. The City won't just receive a spreadsheet with a list of thousands of deficiencies. We will deliver a database that is sortable, prioritized, and grouped by facility and work activity. In addition, we also provide a one-page description of each barrier to accessibility, along with relevant photos, diagrams, recommendations for mitigation, estimated cost, severity, and priority. A sample of this can be seen on pages 14-15 of this document. Our goal is to deliver a tool that the City will reference often. In addition to these one-page barrier pages, we will make sure that each barrier to accessibility is appropriately marked on the facility's floor plans, thereby ensuring that the exact location of the issue can be easily found and rectified.

Our overall goal is to ensure that the City of Opa-Locka has clear direction on how to make sure its facilities are accessible to people of all abilities. To help facilitate this, we propose developing individual facility assessment reports for each park/building in addition to a master City-wide ADA Transition Plan, as described in Task 3. Our clients typically find that these individual facility reports can then be distributed, not only to the department in charge of mitigating the barriers city-wide, but also to the staff in charge of each facility. In addition to staff training, this methodology will help ensure all staff throughout Opa-Locka are aware of the identified accessibility issues and are able to help ensure that they do not reoccur at a later date.







Task 3 - Comprehensive ADA Evaluation and Transition Plan

After working through Tasks 1-2, we will compile all the findings into a Draft ADA Transition Plan. We recommend starting with a draft plan and collecting public input on the draft through in-person public workshops as well as online surveys.

We will compile strategies that will allow the City to address known deficiencies, strengthen compliance and progress toward overall compliance. A few examples are included below:

- **New Construction Projects** – Work involving constructing new facilities or pedestrian features in locations within City parks, facilities and transit areas shall provide accessible features in the project that meet current ADA design standards.
- **Improvement Projects** – Work involving improving existing publicly accessible facilities will provide new or necessary upgrades to existing features in the project area to meet current ADA design standards.
- **Major Maintenance and Rehabilitation Projects** – Work involving any alteration or major maintenance activity performed on transportation assets adjacent to City parks or City facilities shall provide or upgrade accessible features in, or immediately adjacent to, the project to meet current ADA design standards to the extent feasible without undue burden.
- **Routine Maintenance & Repair Projects** – Minor or routine maintenance activities limited to specifically repairing spot areas or locations directly affecting accessibility will include upgrades or improvements that meet current ADA design standards when required or when such improvements are consistent with the scope of the activity being performed.
- **Public Facilities** – The City will establish an assessment policy to document compliance issues within City-owned facilities. Routine maintenance activities will be reviewed for opportunities to implement ADA upgrades.

Additionally, we will prepare cost estimates and schedules for the non-compliant elements found during our field assessments. We will provide a common-sense roadmap for Opa-Locka to remove barriers that will leverage existing work activities, provide recommendations on how to implement repairs and replacements within the City's existing and anticipated future budgets, and consider how much of the proposed work would be considered "undue burden."

Once the draft Transition Plan is created, we will prepare materials to present the project and its findings to the public, City Staff and City Council as requested. We will collect feedback and integrate the comments back into the Transition Plan. We will create a Final Transition Plan document and deliver it to the City for their use.

Appendices will be added to summarize asset inventories, assessments and related criteria, standard forms, Transition Plan program budgets, goal summaries and more. Benesch will provide Opa-Locka with an annual schedule and budget for the ADA Transition Plan. We will develop alternative long-range schedules with associated budgets for the City to choose from in order to carry out the Transition Plan. We will provide guidance to assist the City in monitoring the progress and implementation of the ADA Transition Plan.

- **Cost Estimates** – The field survey reports will be supplemented with preliminary cost estimates developed for each barrier to accessibility using data obtained by the City and supplemented with Benesch's compilation of industry standards. After the individual cost estimates are developed, summary tables will be generated detailing estimated costs for each facility and aggregated for each general type of barrier to accessibility throughout all City facilities. Benesch can also provide Opa-Locka with information for potential funding sources and/or grants available to assist the City in the cost of ADA improvements.
- **Phase/Prioritization List** – A Remediation Plan for the first five years will be developed based on the severity of the barrier to accessibility, the City's priorities, anticipated budget and any already funded capital improvement projects. We will meet with the City to determine mitigation priorities and suggested improvements will be ranked. Items that can and should be addressed immediately at a low cost (quick fixes) will have a higher priority than expensive and less severe items. The remediation plan will include short- and long-term lists prioritizing improvements to be completed in the next 5-10 years, post Plan adoption.

- **Monitoring and Reporting Procedure** – Benesch will provide a procedure for monitoring the progress of the ADA Transition Plan document. It is imperative that the document is routinely updated to ensure that the City continues to move toward ADA compliance. An interactive database will be created to assist the City's ADA Coordinator with monitoring and reporting compliance efforts to the City Council, citizens and other stakeholders. In addition, our database and GIS files will be formatted to be seamlessly integrated into the City's existing asset management platform. It will contain entries for each park, facility and amenity that was assessed and the identified barriers to accessibility, smart practices, and Universal Design recommendations. If applicable, the relevant local, state or federal code pertaining to the barrier to accessibility will be included as well as the general recommendations and estimated cost. Lastly, there will be room in the database for the City to include a description of the modifications that were made along with the date that it occurred and the actual cost that was spent.



GRANTS/FUNDING SOURCES

We can explore additional funding sources to assist the City with the improvements. Having a documented Transition Plan is necessary to seek federal grants or to include the improvements on matching fund transportation projects. Some of these include the Safe Routes to School (SRTS) program, Community Block Development Grants (CBDG) or including ADA improvements with other Capital Improvement Projects that have federal funding. Another method that we have seen is "piggy-backing" the ADA program with a different established program. By doing so, it ensures that the improvements are done annually and, typically, the same few contractors bid and perform work on these types of programs which allows for familiarity with the City's ADA program and standards. By having a documented ADA Transition Plan, Benesch and the City can more easily look for these types of potential funding sources or piggy-backing opportunities to provide the best value and to monitor the progress.

ADA Training

Benesch's ADA experts will develop training sessions for City of Opa-Locka staff on the intricacies of the ADA to ensure that they understand its requirements and can maintain facilities and services according to ADA, PROWAG and other relevant State and Federal standards. We will conduct a one-day "ADA 101" training session (which can be modified based on the City's specific needs and availability) that would include an interactive, half-day PowerPoint presentation with a supplemental handout training guide for all attendees. In these training sessions, we will also review the most common violations found in the field and offer solutions on how to prevent these violations from occurring in the future. The training will also include a half-day field visit to allow City staff to see and evaluate first-hand a sampling of non-compliant ADA barriers to accessibility. Staff will be provided with contact information for Benesch ADA experts should there be ADA-related questions in the future.

We find that the biggest barrier to full and continued accessibility is a lack of knowledge of the ADA and its requirements as it pertains to each person's specific job. Many accessibility and Universal Design principles can be easily prevented/mitigated if only the person knew how their unintentional actions affect others. By completing our accessibility training class, these easily avoidable issues can be mitigated. In addition, while the Benesch Team will always be available to City staff for all your current and future accessibility needs, ensuring that your staff are aware of the basic principles of the ADA is important in ensuring that, as you spend time and money on becoming compliant, staff is able to confirm that the maintenance and repairs are done so in an ADA compliant manner.

THANK YOU!
We look forward to working with the City of Opa-Locka!

Sample Report

ID: 6096

Facility: Moccasin Park

Priority Score 4



Quick Fix: No

Built before ADA: Yes

Location: Playground

Schedule: 2021

Estimated Cost: $1,000.00

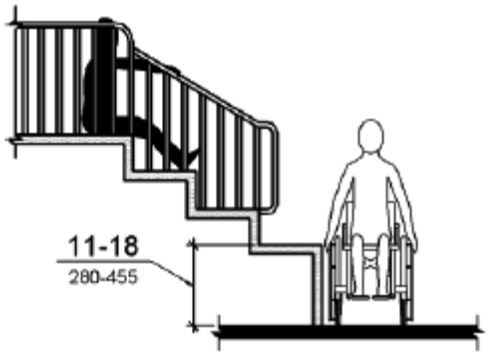
VIOLATIONS

2010 ADA Standards for Accessible Design Codes: §1008.3.1.2

The transfer platform is 19" above the ground.

RECOMMENDATIONS

Lower the transfer platform to be at a minimum height of 11" and maximum 18" from the top of the platform to the ground.







ID: 4137

Facility:

Priority Score 3



Quick Fix: Yes

Built before ADA: Yes

Location:

Schedule: 2021

Estimated Cost: $1,200.00

VIOLATIONS

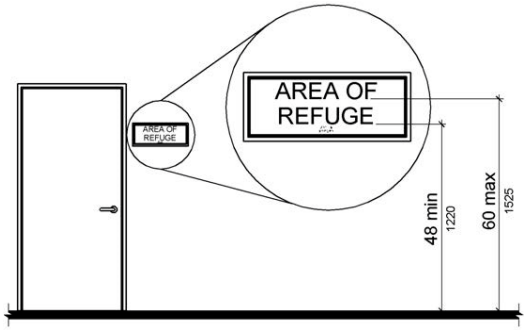
2010 ADA Standards for Accessible Design Codes: §216.2, §703

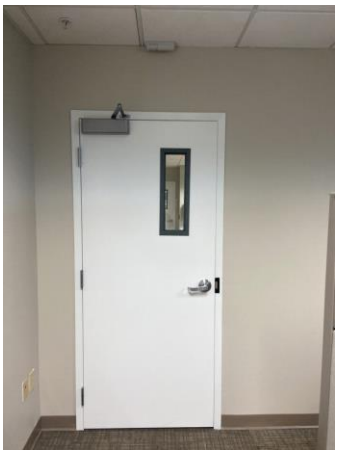
There are no tactile signs identifying all of the permanent rooms.

RECOMMENDATIONS

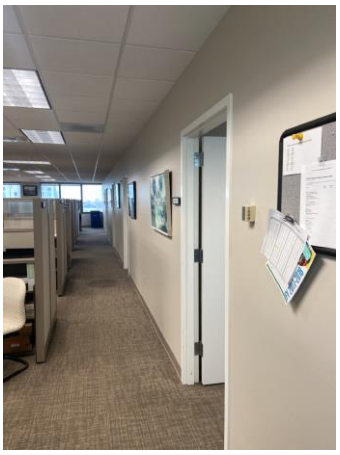
Install tactile signage on the latch side of the doorway at a height of 48” minimum to 60” maximum above the floor, identifying room by name or room number.

Signs shall be Braille with raised lettering and should be placed on the wall in the center of an 18"x18" clear floor space.











TAB 5: EXPERIENCE AND QUALIFICATIONS

Project Manager
Bryan Weinstein, PE, AI/PE

Assistant PM/Grant Specialist/Public Involvement
Ismir Ripley

ADA Assessment
Amanda Harig, AICP, AI/PE
Brianne Elisme

GIS
Juan Suarez, AICP

Public Involvement
Andrea Sauvageot



Bryan Weinstein, PE, AI/PE, will serve as Project Manager. He is well-versed in all federal and state accessibility requirements including ADAAG (ADA Accessibility Guidelines), PROWAG (Proposed Right-Of-Way Accessibility Guidelines), UFAS (Uniform Federal Accessibility Standards) and the Florida Building Code. He has led dozens of ADA Transition Plans throughout the country, providing him with valuable insight for this project. Bryan will be able to respond to phone calls and inquiries within 24 hours.



Ismir Ripley will serve as the primary point of contact for the City. With her office in Doral, less than 10 miles from Opa-Locka, Ismir is able to be on-site meeting with staff and stakeholders, as well as attending meetings within 24 hours of notice. Ismir will draft press releases.







MARKETING MATERIALS

Benesch has an extensive history in producing marketing materials for ADA projects. We can produce flyers, signs and anything else you may need to help with the distribution of information and informing the public.

Bryan Weinstein, PE, AI/PE

Project Manager

Mr. Weinstein is an ADA Compliance Engineer with 22 years of experience. He is knowledgeable in the application of State and Federal ADA codes and statutes, specifically those relating to parks, facilities, public rights-of-way and ADA Transition Plans. He is well-versed in mitigation and cost estimation of ADA-related deficiencies and is a certified Accessibility Inspector/Plans Examiner (AI/PE) through the International Code Council. He has assessed hundreds of facilities, written multiple ADA Transition Plans, supported the Maryland Transit Administration to bring it to ADA compliance and has provided support to the South Florida Regional Transportation Authority Facilities Engineering Division by completing civil engineering design reviews at various levels of completion. Some of the tasks he has performed for these and other agencies include assessing new construction and alterations to existing facilities for the application of appropriate ADA standards, regulations, and best practices. He assisted with the development of an updated version of Florida DOT's Accessing Transit Design Handbook, which provides guidelines and best practices for safer, more efficient, and ADA-compliant bus stops in the public rights-of-way. In addition, he has presented FDOT's Accessing Transit Design Handbook trainings, as well other ADA specific trainings to hundreds of City, County and State staff, and their consultants at multiple events across the country. Lastly, he developed a streamlined, tablet-based ADA assessment data collection software package that allows quick and accurate collection of pertinent ADA field data and saves it in a convenient map-based format.

City of Pinellas Park - ADA Transition Plan - Pinellas Park, FL

Project Manager: Pinellas Park contracted with Benesch to provide a comprehensive ADA self-evaluation and ADA Transition Plan for all their City's 57 buildings, 11 parks, 200 miles of sidewalk, as well as their website and policies & procedures. In addition, a city-wide online survey and multiple outreach efforts were held to get the feedback and buy-in from the public on the Transition Plan.

Town of Fort Myers - ADA Transition Plan - Fort Myers Beach, FL

Project Manager: Mr. Weinstein's responsibilities included conducting assessments of facilities, parks, and pedestrian infrastructure including crosswalks and curb ramps. He reviewed Town policies, programs, and procedures and Town website using WCAG 2.0 website standards. Bryan reported the findings to the Town Council to integrate public comments into final comprehensive ADA Transition Plan.

City of Doral - Doral Parks ADA Transition Plan - Doral, FL

Project Manager/ADA Compliance Engineer: In response to a judgment against the City of Doral, a self-evaluation was conducted of the City's nine parks and connecting pedestrian infrastructure. All barriers to accessibility were recorded and prioritized and recommendations were developed for barrier removal. A citywide parks ADA Transition Plan was created to bring the City into compliance.

City of Punta Gorda - Citywide ADA Transition Plan - Punta Gorda, FL

Project Manager/ADA Compliance Engineer: Benesch conducted self-assessment for all City parks, paved trails, buildings. Mr. Weinstein developed recommendations for mitigation and prioritization and cost estimates. Benesch developed a city-wide ADA Transition Plan later adopted by City Council.

Lake County Parks and Trails - Active Passive Parks ADA Transition Plan - Lake County, FL

Project Manager/ADA Compliance Engineer: Over 800 acres of parks, 15+ miles of paved trails, and dozens of sports fields, playgrounds, and other amenities were assessed as part of a County-wide parks ADA Transition Plan. An in-the-field ADA training was held for County staff to help increase their awareness of the ADA, and how they can make the parks and trails safer and more accessible for its users.

Education

MCE, Civil Engineering,
University of South Florida

BSCE, Civil Engineering,
University of South Florida

Years of Experience: 22

Registrations and Certifications

Professional Engineer:
FL: 70704
MD: 44502
NC: 042935

National Council of Examiners for Engineering and Surveying: 54618

ICC Accessibility Inspector/Plans Examiner: 8203944

Texas Registered Accessibility Specialist: 1674

Professional Affiliations

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

International Code Council (ICC)

National Association of Accessibility Consultants (NAAC)

Member of Howard County, MD Commission for Disabilities

Ismir Ripley

Head of Public Involvement

Ms. Ripley has extensive knowledge and experience in grant management, compliance procedures and financial analysis. She has worked with different Transit Grant Programs, including Section 5311, 5305, State Block Grant, Transit Corridor, Service Development. She has also provided financial support to the FDOT Modal Development Department, including Transportation, Aviation and Seaport.

Education
BS, Business Administration, Nova Southeastern University

Years of Experience: 20



Ismir is a local resident of Miami.

FDOT District 6 - Modal Inspections Consultant Services Contract - Miami-Dade County, FL

Project Manager: This project involves the conduct of site reviews for airport and seaport projects to ensure that all projects with grants provided by FDOT follow the JPA/ PTGA requirements. These reviews include site evaluations to validate compliance with the latest standards under the work scope and to gain a clear understanding of the current grant conditions. Under this contract, the consultant is also tasked with performing the Public Transit Agency Triennial Reviews to support District Transit Office in the administration, oversight, and monitoring of tasks to ensure compliance with the requirements of the FTA grants. Tasks include educating and monitoring grant recipients to ensure compliance with Federal and State and local grant requirements.

FDOT District 6 - Triennial Reviews - Miami-Dade County, FL

Project Manager: Under this contract, Benesch managed the Triennial Review process ensuring grant program compliance, coordinating all activities and schedules, acting as primary contact or Lead Reviewer for grant recipient and sub-recipient agencies and Review Team. Reviews include project and financial management, vehicle maintenance and vehicle inspections coordination, transit system safety. Outlined in FDOT State Management Plan (SMP), review elements required review of plans, policies, and documents, onsite inspections and review of files, records and practices, completion of reports, compliance action plans, corrective actions and tracking/follow-up program activities. Benesch also provided support to District 6 Modal Development Office Seaport and Aviation Departments to ensure compliance with Joint Participation Agreements and Public Transportation Grant Agreements; included scheduling/ conducting annual site visits and final inspections for seaport or aviation funding grant recipients to review and document compliance with all grant requirements and state and federal standards and regulations applicable to project scope and grant intent and documentation including photos, project status summary, assurance that allocated funding used for intended purposes.

FDOT District 6 - Airport Site Visits/Inspections - Miami-Dade County

Senior Planner: This project provided support to District 6 Modal Development Office Aviation Department to ensure compliance with Joint Participation Agreements and Public Transportation Grant Agreements. Included scheduling/conducting annual site visits and final inspections for aviation funding grant recipients to review and document compliance with all grant requirements and state and federal standards and regulations applicable to project scope and grant intent and documentation including photos, project status summary, assurance that allocated funding used for intended purposes.

FDOT Public Transit Office - Grant Subrecipient Financial Reviews - Tallahassee, FL

Senior Planner: Ms. Ripley assists with financial reviews of subrecipients receiving State and Federal assistance through FDOT. This includes reviewing agency financial records, including grant-related invoice submittals and supporting documentation, to determine compliance with all State and Federal laws, including all applicable provisions of 2 C.F.R. Part 200.

Amanda Harig, AICP, AI/PE

ADA Assessment/Policy Review

Ms. Harig is a senior planner in Benesch's Americans with Disabilities Act (ADA) Compliance Solutions area focusing on the development of ADA Transition Plans, ADA training modules, bus stop accessibility studies and connectivity studies, and data collection. Her roles in the ADA Transition Plan process include the development of the plan format, creation of applicable maps using ArcGIS Online, ADA compliance research and data evaluation. She has experience creating and presenting ADA trainings, discussing the ADA design standards, communication procedures, and historical context. She is certified with the ICC as an Accessibility Inspector/Plans Examiner (AI/PE).

City of Pinellas Park - ADA Transition Plan - Pinellas Park, FL

Project Manager: Pinellas Park contracted with Benesch to provide a comprehensive ADA self-evaluation and ADA Transition Plan for all of their City's 57 buildings, 11 parks, 200 miles of sidewalk, as well as their website and policies and procedures. In addition, a city-wide online survey and multiple outreach efforts were held to get feedback and buy-in from the public on the Transition Plan. Benesch completed this project on time and under budget. With the remaining funds, ADA staff trainings were scheduled to be held along with the development of general ADA checklists, for City staff to potentially use when completing assessments on their own.

City of La Crosse - ADA Self-Evaluation and Transition Plan - La Crosse, WI

Assistant Project Manager: The City of La Crosse contracted with Benesch to conduct a Self-Evaluation and develop an ADA Transition Plan utilizing applicable Wisconsin accessibility codes for its City-owned and leased facilities (buildings and parks), Public Rights-of-Way (ROW), programs, activities, and services. The ADA Transition Plan includes an ADA self-evaluation, recommendations, cost estimates, a prioritization list, potential funding resources to mitigate violations, and a monitoring and reporting database. As Assistant Project Manager, Ms. Harig is instrumental in working with La Crosse and the Committee for Citizens with Disabilities to create a comprehensive and well-informed Transition Plan that the community can champion through implementation.

City of Clearwater - Clearwater ADA Transition Plan - Clearwater, FL

Planner: Benesch conducted 89 facility assessments, 7,845 curb ramps assessments, a right-of-way assessment and four City staff trainings to update the City's current ADA Transition Plan and educate staff on the intricacies of the ADA. The transition plan incorporates sustainability principles and human-centered design elements to allow for heightened accessibility.

Town of Fort Myers Beach - ADA Transition Plan - Fort Myers Beach, FL

Planner: Benesch conducted the assessment of facilities, parks, pedestrian infrastructure including crosswalks and curb ramps. Amanda reviewed Town policies, programs, procedures and website using WCAG 2.0 website standards. Benesch presented its findings to the Town Council and integrated public comments into the final comprehensive ADA Transition Plan.

Manatee County - Countywide ADA Transition Plan - Manatee County, FL

Planner: Due to the number of facilities needed to be assessed and the County's limited budget, a multi-year assessment schedule was developed to assess portions of County's facilities each year. In addition to having completed the assessment of the majority of the County's high-use buildings and parks, ADA trainings and focus groups have been held.

Education

MS, Urban and Regional Planning, University of South Florida

BS, Environment and Society, Minor in Urban and Regional Planning, Florida State University

Years of Experience: 7

Registrations and Certifications

American Institute of Certified Planners: 34720

Accessibility Inspector/Plans Examiner (International Code Council): 9207205 (2019)

Brianne Elisme

ADA Assessment

Ms. Elisme is a Planner in Benesch's Americans with Disabilities Act (ADA) Compliance Solutions area focusing on the development of ADA Transition Plans, ADA training modules, bus stop accessibility studies and connectivity studies and data collection. She is also well versed in GIS geocoding research.

Education
MA, Urban and Regional Planning, University of Florida

BS, Sustainability and the Built Environment, University of Florida

Years of Experience: 1

City of La Crosse - ADA Self-Evaluation and Transition Plan - La Crosse, WI

Planner: The City of La Crosse contracted with Benesch to conduct a Self-Evaluation and develop an ADA Transition Plan utilizing applicable Wisconsin accessibility codes for its City-owned and leased facilities (buildings and parks), Public Rights-of-Way (ROW), programs, activities, and services. The ADA Transition Plan includes an ADA self-evaluation, recommendations, cost estimates, a prioritization list, potential funding resources to mitigate violations, and a monitoring and reporting database.

Pinellas Park - ADA Self-Evaluation and Transition Plan - Pinellas Park, FL

Planner: Pinellas Park contracted with Benesch to provide a comprehensive ADA self-evaluation and ADA Transition Plan for all their City's 57 buildings, 11 parks, 200 miles of sidewalk, as well as their website and policies and procedures. In addition, a city-wide online survey and multiple outreach efforts were held to get the feedback and buy-in from the public on the Transition Plan. Benesch completed this project on time and under budget. With the remaining funds, ADA staff training sessions were scheduled to be held along with the development of general ADA checklists, for City staff to potentially use when completing assessments on their own.

Manatee County - Countywide ADA Transition Plan - Manatee County, FL

Planner: Due to the number of facilities needed to be assessed and the County's limited budget, a multi-year assessment schedule was developed to assess portions of the County's facilities each year. In addition to having completed the assessment of the majority of the County's high-use buildings and parks, ADA training sessions and focus groups have been held.

Palm Tran - ADA Bus Stop Transition Plan - Palm Beach County, FL

Planner: This project involved the assessment of the County's 3,000+ bus stops and connecting sidewalks for ADA compliance as part of ADA Transition Plan. The ADA Bus Stop Accessibility Study identified all non-compliant infrastructure and produced an ADA Transition Plan to help identify a strategy to implement required improvements.

Juan Suarez, AICP

GIS

Mr. Suarez brings a valuable skill set to Benesch as a planner/GIS analyst. With expertise in data collection and analysis, GIS mapping, research and formulating recommendations for enhancing transit services, He is proficient in ArcGIS, SketchUp, AutoCAD, Microstation and OpenRoads, and his bilingual abilities in English and Spanish further enhance his capabilities in serving our clients effectively.

FDOT District 5 - Public Transportation Grant Management and Oversight Compliance - Orlando, FL

Planner: Under this contract, Mr. Suarez conducted park-and-ride luminosity inventories at 23 park-and-ride lots. The purpose of these inventories is to regularly assess the lighting at each lot to ensure the safety and security of its users. The park and rides were evaluated between the hours of 7:30 pm and 3:00 am on various dates in October 2022. The assessment team used an Extech Datalogging Light Meter (model HD450) in conjunction with a GPS device to collect light readings. The lumens data was collected and recorded in pre-determined grids. Using this method enabled the team to develop heatmaps that accurately reflect the lighting conditions in each lot. A qualitative survey was taken in conjunction with the lighting assessment.

Palm Tran - ADA Bus Stop Transition Plan - Palm Beach County, FL

Planner: This project involved the assessment of the County's 3,000+ bus stops and connecting sidewalks for ADA compliance as part of the ADA Transition Plan. The ADA Bus Stop Accessibility Study identified all non-compliant infrastructure and produced an ADA Transition Plan to help identify a strategy to implement required improvements.

NCDOT Statewide Locally Coordinated Plan

Planner: Benesch was contracted with the North Carolina Department of Transportation (NCDOT) Integrated Mobility Division (IMD) to prepare an update of the Statewide Locally Coordinated Plan. This plan supports the funding of programs and services in non-urbanized areas of the state through Federal Transit Administration's (FTA) 5310 program and NCDOT's Rural Operating Assistance Program (ROAP). This effort includes assessing transportation needs for 5310-eligible individuals, preparing an inventory of available services, identifying service and coordination gaps, prioritizing identified implementation strategies, and engaging private and nonprofit transportation and human services providers, along with members of the public including individuals with disabilities, older adults, and people with low incomes.

The ATL Group Transit Asset Management Plan - Atlanta, GA

Planner: Benesch supported The ATL with an update of its Group Transit Asset Management (TAM) Plan for seven transit operators in the Atlanta metro area. This included assessing the capital asset inventory, preparing a condition assessment of inventoried assets for which the operators have direct ownership or capital responsibility, documenting the analytical processes and decision-support tools to estimate capital investment needs over time, and preparing a prioritized list of investments and associated performance measures.

Education

Master in Urban and Regional Planning, University of Florida

Master of Science in Civil Engineering, University of Florida

Bachelor of Arts in Philosophy, St. John Vianney College Seminary

Years of Experience: 2

Registrations and Certifications

American Institute of Certified Planners: 35013



Juan is a local resident of Miami.

Andrea Sauvageot

Public Involvement

Andrea brings extensive expertise in marketing within the Architecture, Engineering and Construction (AEC) industry, particularly in construction management, design-build, geotechnical engineering, and transportation planning and engineering. Her public involvement experience includes community engagement, communication and public relations, digital outreach, research and evaluation, marketing and promotion and project support. Andrea's marketing and communications skills encompass marketing research and assessment, proposal and presentation coordination, marketing database creation and maintenance, and project lead generation. Andrea is currently a member of the International Association of Public Participation (iap2). Previously, she was on the Digital Committee for the Tampa Bay Chapter of the Public Relations Society of America (PRSA) and was the 2013 recipient of the PRSA Tampa Bay President's Award as well serving as co-director of the Society for Marketing Professional Services' Membership Committee.

Broward MPO - Broward County, FL

- Editing and proofing of BMPO Annual Report and other MPO communication pieces
- Editing and proofing of weekly Mobility Monday e-newsletter
- Commitment 2045 - Broward MPO's Metropolitan Transportation Plan (MTP). Assist with coordination of stakeholder meetings, coordination with Public Outreach subconsultant on projects, editing meeting materials and communications
- Attend PIO meetings weekly to coordinate with the team and subconsultant on projects

FDOT District 7 – West Central, FL

Marketing & Communications Coordinator: Provide marketing and communications support on multiple ongoing FDOT District 7 tasks including:

- ***Community Traffic Safety Teams (CTST) Communications:*** Managed meeting email blasts, special announcements, website maintenance and coordination, and assisted in the preparation of monthly agendas and meeting minutes. Created and maintained email lists.
- ***CTST Monthly Meetings:*** Led the creation, hosting, and facilitation of virtual monthly meetings and events.
- ***Special Projects:*** Developed and created content for Tips Tuesday Vision Zero, Recipes for the Road, and Buckle Up Tampa Bay websites. Designed a district-wide safety game and coordinated the annual Mega Meeting.
- ***Local Agency Traffic Safety Academy Series:*** Managed online event registration and executed email blast series.
- ***D7 Local Agency Safety Summits:*** Oversaw online event registration and conducted email blast series.
- ***Virtual Public Hearings:*** Placed legal advertisements, applied for CM credits, and coordinated the mailing of property owner letters.

City/County/Transit Agency Email Blast/Survey/Social Media Experience

Provided comprehensive marketing and communications coordination and support for agency contracts. Created over 2,000 email blasts using Mailchimp for multiple clients and managed over 75 events using Eventbrite. Utilized Hootsuite and Sprout Social for effective social media management and employed Bang the Table for interactive digital public engagement. Maintained and updated websites using WordPress and conducted polls using Poll Everywhere.

Virtual events with other marketing/communications: Successfully managed and coordinated virtual events in collaboration with marketing and communications tasks. Responsibilities included hosting and facilitating online events, managing social media interactions, conducting live polling and surveys, and ensuring seamless communication across all digital platforms.

Education

MA, Communication, Southern New Hampshire University

BS, Journalism, University of Florida

Social Marketing for Transportation, University of South Florida (CUTR)

Desktop Publishing Certificate, University of South Florida

Webmaster Certificate—Design, St. Petersburg College

Years of Experience: 29

Training

Fundamentals of P2/ Engagement

Designing P2/Engagement

City of Doral Parks ADA Transition Plan

City of Doral, FL



Key Issues

- Individual reports were developed for each park to provide staff with an easy-to-implement ADA Transition Plan
- Greater understanding of violations and barrier remediation that must take place to create fully ADA-accessible parks



City's newly-constructed pedestrian bridge not built to ADA specifications



Playground equipment was assessed for ADA Compliance at each park

Background: Due to a judgment against the City of Doral, Benesch performed an ADA Assessment of the City's nine parks with sizes of 0.65–82 acres. A detailed field survey at each park was performed and individual park assessment reports were created. Preliminary cost estimates to mitigate the barriers to accessibility and a prioritization scheme were created. Per a stipulation in the judgment, all work in Phase I was finalized within 90 days of the Notice to Proceed.

Scope: The facility assessment included the evaluation of park entrances and exits, accessible parking, accessible routes, curb ramps, handrails, means of egress, restrooms, pavilions, playgrounds, play components, educational and fishing boardwalks, boat launches, athletic fields, player and spectator seating, community centers and dog parks. Data was collected using a custom data collection app over the course of a week, exported to a secure database and evaluated to formulate ADA violations and remediations consistent with 2010 ADA Standards for Accessible Design. Based on industry standards, cost estimates were developed and used to determine the proper rank and prioritization of the violations. All information was used to create a simple yet effective report for each violation found at each park. For each, a rank, cost and barrier remediation were developed to assist the City in achieving full compliance. All information was compiled to create a comprehensive summary for all seven parks, individual assessment reports and images to increase understanding of 2010 ADA Standards for Accessible Design.

Phase I of the project began on January 25, 2019, and was completed on March 29, 2019.

ADA Self-Evaluation and Transition Plan

City of Pinellas Park, FL



Key Issues

- Individual reports were developed for each facility to provide staff with an easy-to-implement ADA Transition Plan
- Greater understanding of violations and barrier remediation that must take place to create fully ADA-accessible facilities





Background: The City of Pinellas Park contracted with Benesch to complete a comprehensive ADA Transition Plan to include 57 buildings, 11 parks, 200 miles of sidewalks, and a review of existing policies and procedures. The ADA Transition Plan replaced the City's previous ADA Transition Plan and will guide facility improvements moving forward with the goal of bringing all city-owned facilities into compliance with the ADA.

Scope: The facility assessments included evaluation of facility entrances and exits, accessible routes, pedestrian access routes, parking, curb ramps, handrails, doors, and restrooms for potential barriers to accessibility. Data was collected using a custom data collection app, exported to a secure database, and evaluated to formulate ADA violations and remediations consistent with 2010 ADA Standards for Accessible Design and the Florida Accessibility Code. Based on industry standards, cost estimates were developed and used to determine the proper ranking and prioritization of the violations.

All information was used to create a simple and effective report for each violation found at each facility. For each, a rank, cost and barrier remediation were developed to assist the City in achieving full compliance. A detailed field survey at each facility was performed and individual facility assessment reports were created. Preliminary cost estimates to mitigate the barriers to accessibility and a prioritization scheme were created.

A Public Survey was published to capture input on how to create a more accessible and inclusive City for residents, visitors, and stakeholders. In addition, a QR code poster board was placed at Barbara S. Ponce Library and used for city events to increase visibility and gather additional feedback. The survey gathered a total of 186 responses and a public outreach report was developed to summarize feedback received from the public.

ADA Transition Plan

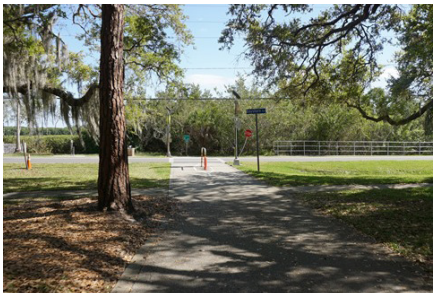
City of Clearwater, FL



Key Issues

- Individual reports developed for each facility to provide staff with an easy-to-implement ADA Transition Plan
- Greater understanding of violations and barrier remediation that must take place to create fully ADA-accessible facilities





Background: The City of Clearwater contracted with Benesch to complete a comprehensive ADA Transition Plan to include 55 buildings, 46 parks, 375 miles of sidewalk, a website review, a policy and procedures review. In addition, multiple staff training sessions took place for the various City departments to ensure that everyone in the City knew the basic requirements of the ADA and how it pertained to their specific job. In partnership with the Office of Diversity and Equity Services, the ADA Transition Plan will replace the City's outdated ADA Transition Plan and guide facility improvements moving forward with a sustainable and inclusive focus.

Scope: The facility assessments included evaluation of facility entrances and exits, accessible routes, pedestrian access routes, parking, curb ramps, handrails, doors and restrooms for potential barriers to accessibility. Data was collected using a custom data collection app, exported to a secure database and evaluated to formulate ADA violations and remediations consistent with 2010 ADA Standards for Accessible Design and the Florida Accessibility Code. Based on industry standards, cost estimates were developed and used to determine the proper ranking and prioritization of the violations. All information was used to create a simple yet effective report for each violation found at each facility. For each, a rank, cost and barrier remediation was developed to assist the City in achieving full compliance. A detailed field survey at each facility was performed and individual facility assessment reports were created. Preliminary cost estimates to mitigate the barriers to accessibility and a prioritization scheme were created. In addition to assessing the City's physical infrastructure, a review of their online documents and websites was conducted, as well as all City policies, procedures, and services to ensure that people of all abilities are able to equally access everything provided by the City.

All information was compiled to create a comprehensive summary of the assessed facilities, individual assessment reports and images to increase the understanding of 2010 ADA Standards for Accessible Design. Information obtained through the Self-Evaluation process was used to create an ADA Staff Training PowerPoint to inform them of the importance of the ADA and how it relates to their specific job. In addition, this information was presented at multiple City Council meetings and public stakeholder groups to get feedback from elected officials and the public.

ADA Transition Plan

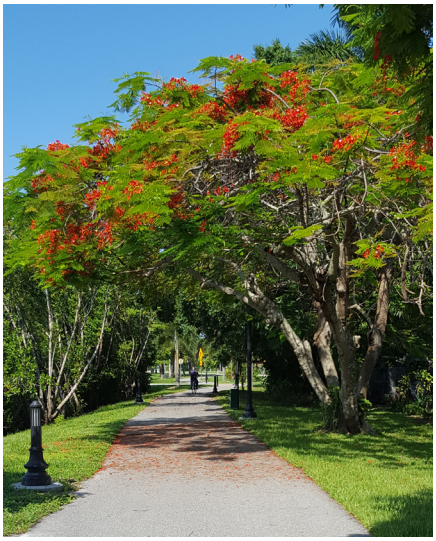
Punta Gorda, FL



Background/Scope: The City of Punta Gorda selected Benesch, to develop a city-wide ADA Transition Plan, including assessing all buildings, parks, sidewalks and services for barriers to accessibility and providing Expert Witness services and accessibility complaint resolution. Phase 2 entailed assessing all public rights-of-way for ADA compliance. After data collection consisting of inventorying 150,000 square feet of City-owned buildings, 40 acres of parks, and nearly 10 miles of paved trails and creation of an ADA Transition Plan, ADA training was provided to City staff to allow them to develop a better understanding of the ADA and how it pertains to their job and a public stakeholder engagement meeting was held to get feedback from the public on the Plan.

Key Issues

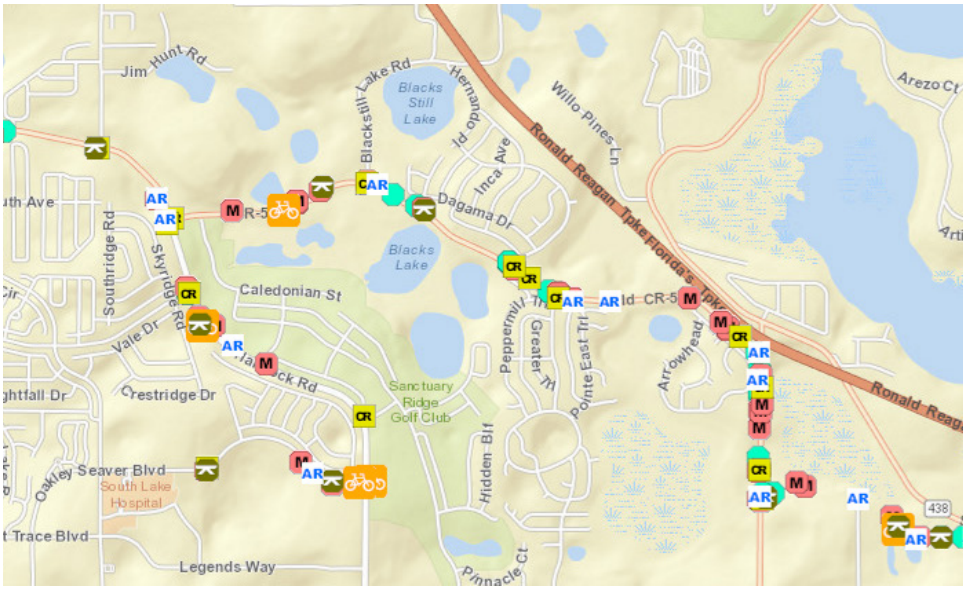
- Individual reports developed for each facility to provide staff with an easy-to-implement ADA Transition Plan
- Greater understanding of violations and barrier remediation required to create fully ADA-accessible facilities



City parks and trails were assessed for ADA compliance

Lake County Parks & Trails ADA Assessment & Transition Plan

Lake County, FL



Background: Benesch has assessed all Lake County parks and trails for compliance with the Americans with Disabilities Act (ADA) as part of a self-evaluation.

Scope: This effort included assessing the following elements for barriers to accessibility:

- 15+ miles of paved dedicated multipurpose trails
- Nearly 800 acres of active parks
- 27 passive parks, ranging in size from less than one acre to over 800 acres
- Dozens of baseball, soccer, football fields, tennis and basketball courts
- Playgrounds, boat ramps, picnic areas and bathrooms

Due to the size and location of the parks, data collection was done by car, foot, bicycle and ATV, all with assistance from our mobile ADA data collection app.

Key Issues

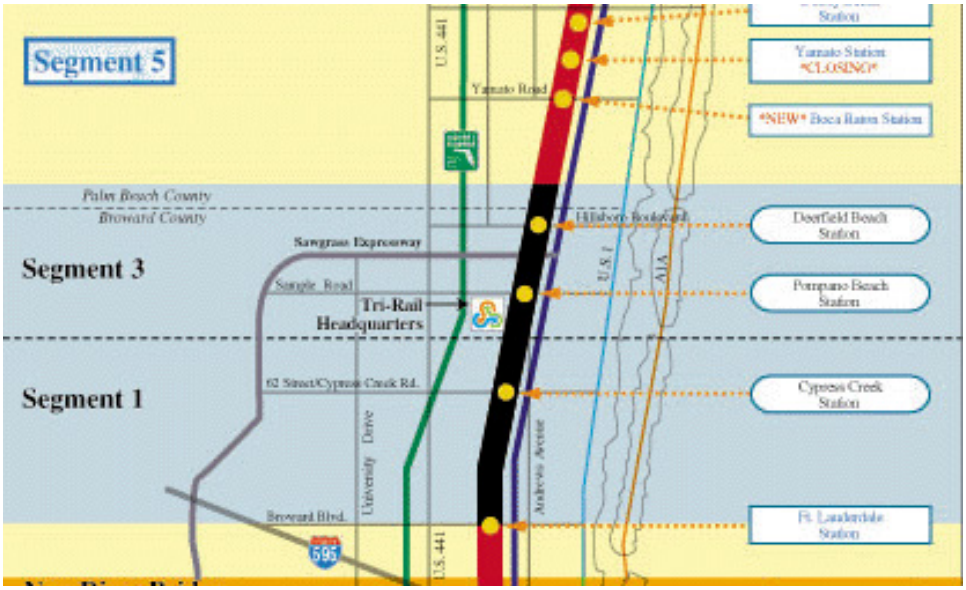
- Three reports were developed based on parks and trails classification
- Recommendations for barrier mitigation were developed and presented to County staff
- In-the-field ADA training was held for County staff to help increase awareness of ADA and how it can make parks and trails safer and more accessible for users.



ADA compliant playground

ADA Oversight for Design and Construction

South Florida Regional Transit Authority (SFRTA)



Key Issues

- Developed and delivered general and technical ADA training courses to SFRTA staff at various levels of the organization
- Developed agency procedures for ADA compliance

Background: Benesch, provided ADA technical oversight for the design and construction of the SFRTA Double Tracking Project and related ADA compliance.

Scope: The project included reconstruction of commuter rail stations and construction of two rail maintenance, service, and inspections of facilities, and oversight responsibilities included design and specification reviews at various stages to ensure that the design-build contractor provided ADA-compliant facilities. Construction reviews were performed throughout the project to establish that the built conditions met designed features. Benesch ensured that Tri-Rail stations and service elements were fully compliant with ADA Accessibility Guidelines requirements and helped facilitate communication with the disability community.

Benesch was again retained by SFRTA for ongoing technical ADA support to ensure the agency's continued compliance with the ADA. Activities have included teaching multiple ADA training classes, completing ADA facility assessments of existing SFRTA stations, reviewing plans for future SFRTA stations and consulting on myriad other ADA-related service and operational issues.

ADA Transition Plan

Town of Fort Myers Beach, FL



Key Issues

- Comprehensive inventory and assessment of all barriers to accessibility using Benesch's smartphone app
- Geocoded data stored in Access database and used to formulate recommendations consistent with all ADA applicable standards
- Use of applicable ADA standards

Background: The Town of Fort Myers Beach contracted with Castellanos and Tramonte Architects and Tindale Oliver, now Benesch, to complete a comprehensive ADA Transition Plan that included eight facilities/parks, seven parking lots, 25 public beach access points and three miles of sidewalk and their associated curb ramps.

Scope: A policy and procedure review and website review were also completed to assist the Town with becoming Local Agency Program (LAP) certified and to bring the facilities to full compliance with the ADA. Facility assessment included the evaluation of facility entrances and exits, accessible routes, curb ramps, handrails, doors and restrooms. Data was collected using a custom data collection app and exported to a secure database then evaluated to formulate ADA violations and remediations consistent with 2010 ADA standards. Based on industry standards, cost estimates were developed and used to prioritize the violations. All information was used to create a report for each violation found, and rank, cost and barrier remediation were developed to assist the Town in achieving full compliance.
A detailed field survey at each facility was performed and individual facility assessment reports were created. Preliminary cost estimates to mitigate the barriers to accessibility and a prioritization scheme were created. All information was compiled to create a comprehensive summary for the assessed facilities, individual assessment reports and images to increase understanding of 2010 ADA standards.

TAB 6: SCHEDULE

The proposed timeline, presented below, assumes that the start of the contract will be in November 2024, with a project kick-off meeting during the second week of November. Therefore, based on this schedule and barring any unforeseen issues, all field survey reports will be delivered to the City by April 2025. However, this proposed schedule is flexible and can be expedited or extended based on the desire of the City.

Benesch pledges to dedicate the required resources to keep the project on schedule and within budget. Our Management Team will anticipate and remediate, as necessary, to ensure that the critical path of the project is not disrupted. Regular internal project team meetings and monthly client briefings will allow for the appropriate adjustments to keep the project on track.

	Task/Subtask	Nov. '24	Dec. '24	Jan. '25	Feb. '25	Mar. '25
Task 1: Oversee and Develop Evaluation Report & ADA Transition Plan						
1.01	Kick-off meeting					
1.02	Review existing documents					
1.03	Initial Townhall meeting and online survey for citizen input					
1.04	Develop draft Policy and Practices report, recommendations for ADA grievance procedure, and Employment Practices Report					
1.05	Meet with City staff to review drafts					
1.06	Finalize draft Policy and Practices report and Employment Practices Report					
1.07	Prepare monthly progress reports and facilitate other project administration					
Task 2: Conduct Facility Surveys and Barrier Assessments						
2.01	Develop data collection checklists					
2.02	Identify which City buildings should be assessed					
2.03	Conduct ADA barrier assessment surveys					
2.04	Develop recommendations for barrier remediations and cost estimates					
2.05	Develop Access Compliance Assessment Reports for each facility					
2.06	Develop a finalized database					
Task 3: Comprehensive ADA Evaluation & Transition Plan						
3.01	Compile all findings into a Draft ADA Transition report					
3.02	Hold public workshop of findings					
3.03	Review findings with City staff					
3.04	Develop final ADA Transition Plan and Staff Training PowerPoint and handouts					
3.05	Hold staff ADA Training class					
3.06	Present overall findings to City Council					

Deliverable Meeting/Presentation



TAB 7: PRICING OF SERVICES

Task Descriptions		Project Manager $284.08	Asst. Project Manager $250.27	Public Outreach $156.19	Data Collection/ Policy Review $151.41	Data Collection $113.19	GIS $137.81	Hours	Fee
Task 1	Oversee Development, Execution of the Evaluation Report and ADA Transition Plan	124	90	32	158	92	12	508	$98,736
1.01	Kick-off meeting	4	4					8	$2,137
1.02	Review existing documents	4	2		4	6	2	18	$3,197
1.03	Develop framework for ADA Transition Plan	2	2					4	$1,069
1.04	Information gathering from City departments	24	24	8	16	16	2	90	$18,583
1.05	Review Department policies and practices	16	4		40	24		84	$14,319
1.06	Hold initial townhall meeting & online survey for citizen input	16	8	24	16	16	8	88	$15,632
1.07	Review ADA complaint procedure	2			2			4	$871
1.08	Work with staff to identify an ADA Coordinator	4	6		6			16	$3,546
1.09	Review City Employment policies and training materials	8	8		16	4		36	$7,150
1.1	Develop a draft Policy and Practices report	8	4		16	8		36	$6,602
1.11	Develop recommendations for ADA grievance procedure	2	2		4	2		10	$1,901
1.12	Develop Employment Practices report	8	4		24	16		52	$8,719
1.13	Meet with City staff to review draft reports	8	8		4			20	$4,880
1.14	Finalize the draft Policy and Practices report	4	2		4			10	$2,242

Task Descriptions		Project Manager $284.08	Asst. Project Manager $250.27	Public Outreach $156.19	Data Collection/ Policy Review $151.41	Data Collection $113.19	GIS $137.81	Hours	Fee
1.15	Finalize Employment Practices report	4	2		4			10	$2,242
1.16	Prepare monthly progress reports and facilitate other project administration	4	4					8	$2,137
1.17	Meet with City Project Manager to discuss project progress	6	6		2			14	$3,509
Task 2	Conduct Comprehensive Facility Surveys and Barrier Assessments	46	18	0	119	86	16	285	$47,530
2.01	Develop data collection checklists	2			2	1	2	7	$1,260
2.02	Ensure data collection database is compatable with Lucity				1		2	3	$427
2.03	Identify which City buildings should be assessed	4	2		2			8	$1,940
2.04	Conduct ADA barrier assessment surveys				40	40	8	88	$11,687
2.05	Q/C collected data	16			8	8		32	$6,662
2.06	Develop recommendations for barrier mitigation	24	8		24	16		72	$14,265
2.07	Develop cost estimates and priorities for fixes		8		2			10	$2,305
2.08	Develop Access Compliance Assessment Reports for each facility				38	19		57	$7,904
2.09	Develop a finalized database				2	2	4	8	$1,080

Task Descriptions		Project Manager $284.08	Asst. Project Manager $250.27	Public Outreach $156.19	Data Collection/ Policy Review $151.41	Data Collection $113.19	GIS $137.81	Hours	Fee
Task 3	Comprehensive ADA Evaluation and Transition Plan	46	39	32	48	14	14	193	$38,606
3.01	Compile all findings into a Draft ADA Transition Plan report	8	6		12	8	8	42	$7,599
3.02	Hold public workshop on findings	16	16	24	8			64	$13,509
3.03	Integrate findings from public workshop into ADA Transition Plan report	2			2	2		6	$1,097
3.04	Review findings with City staff	4	4		4			12	$2,743
3.05	Develop Final ADA Transition Plan report	4	2		8	4		18	$3,301
3.06	Develop staff training presentation and handouts	2	1	4	8			15	$2,654
3.07	Hold city-staff ADA training class	4	4					8	$2,137
3.08	Prepare and integrate master database into City assessment management software				2		6	8	$1,130
3.09	Develop City Council presentation	2	2	4	4			12	$2,299
3.1	Present overall findings to City Council	4	4					8	$2,137
	Total Direct Labor	216	147	64	325	192	42	986	$184,872
	Total Fee	$61,361	$36,789	$9,996	$49,208	$21,732	$5,788	$184,872	
	Average Monthly Fee @ 5 months							$36,974	



TAB 8: REFERENCES

CITY OF PINELLAS PARK | 2022-2024

The City of Pinellas Park contracted with Benesch to complete a comprehensive ADA Transition Plan to include 57 buildings, 11 parks, 200 miles of sidewalk, and a review of existing policies and procedures. The ADA Transition Plan replaced the City's previous ADA Transition Plan and will guide facility improvements moving forward with the goal of bringing all city-owned facilities into compliance with the ADA.

Contact
Matt Pruitt, ARM, CPPT
P: 727-369-0634
E: mpruitt@pinellas-park.com

TOWN OF APEX | 2020-2023

The Town of Apex selected Benesch to complete a comprehensive ADA Transition Plan to include 16 facilities, 10 parks, 183 miles of sidewalk, eight miles of greenways, curb ramps, crosswalks, intersections, a website review and a policy and procedures review as well as staff training, public surveys and significant citizen involvement efforts geared toward creating a holistic ADA Transition Plan.

Contact
Shawn Purvis, ICMA-CM
P: 919-249-3302
E: shawn.purvis@apexnc.org

CITY OF DORAL | 2019

Benesch performed an ADA assessment of all of the City's parks. Recommendations were developed, along with cost estimates and prioritizations. The information was compiled into a comprehensive ADA Transition Plan within 3 months of NTP.

Contact
Lazaro Quintero, MPA, CPRP
P: 305-593-6600
E: Lazaro.Quintero@cityofdoral.com

MANATEE COUNTY | 2016 - ONGOING

Since 2018, Benesch has assisted Manatee County by assessing their parks and buildings, leading citizen ADA focus groups, conducting public outreach, reviewing building plans for ADA compliance, and performing ADA training for County staff. This on-call contract has allowed the County to make the County's facilities more accessible to people of all abilities.

Contact
Carmine Demilio, MPA
P: 941-348-7565
E: carmine.demilio@mymanatee.org

SFRTA | 2016-ONGOING

Benesch is providing ADA technical oversight for the design and construction of the SFRTA Double Tracking Project and related ADA compliance. The project included reconstruction of commuter rail stations and construction of two rail maintenance, service and inspection of facilities, and oversight responsibilities included design and specification reviews at various stages to ensure that the design-build contractor provided ADA-compliant facilities.

Contact
Marie Jarman
P: 954-788-7944
E: jarmanm@sfrta.fl.gov

TOWN OF FORT MYERS BEACH | 2020

The Town of Fort Myers Beach contracted with Benesch to complete a comprehensive ADA Transition Plan that included eight facilities/ parks, seven parking lots, 25 public beach access points and three miles of sidewalk and their associated curb ramps.

Contact
Chelsea O'Riley, CFM, MPA
P: 239-561-1313 ext. 212
E: chelsea.oriley@gatewaydistrict.org



TAB 9: ADDITIONAL FORMS

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: Alfred Benesch & Company

   Address: 8200 NW 33rd Street, Suite 320

   City, State, Zip: Doral, FL, 33122 Phone/Fax: 786-688-3407

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

3. If Corporation, state:
   Date of Incorporation: 2/18/1959 State in which Incorporated: Illinois

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 4/11/2013

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

Bill Ball, AICP - Sr. Vice President	12/17/2021
Kevin Fitzpatrick - CEO	9/1/2020
Randy Kaster - COO	9/1/2020
Laura McGovern - Chief Process and Innovation Officer	1/1/2016

6. The length of time in business: 78 years

7. The length of time (continuous) in business as a service organization in Florida: 11 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.*

We have filed a request for a copy of our current local business license with Miami-Dade County and have included our Local Business Tax Receipt below for proof of good standing with the County. In addition, we have included our Florida state license for further evidence of current good standing.

LICENSEE DETAILS

10:02:03 AM 10/4/2024

Licensee Information

Name:	**ALFRED BENESCH & COMPANY** (Primary Name)
Main Address:	**35 W WACKER DR.** **SUITE 3300** **CHICAGO Illinois 60601**
County:	**OUT OF STATE**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**30277**
Status:	**Current**
Licensure Date:	**04/11/2013**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7287572

RECEIPT NO.
RENEWAL
7576193

EXPIRES
SEPTEMBER 30, 2025

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

BUSINESS NAME/LOCATION
ALFRED BENESCH & COMPANY
OPERATING IN DADE COUNTY

OWNER
ALFRED BENESCH & COMPANY
C/O JOHN CARRATO, ALFRED
BENESCH & COMPANY
Employee(s) 10

SEC. **TYPE OF BUSINESS**
212 P.A./CORP/PARTNERSHI
P/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/27/2024
PTBTC-24-014491

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

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 William J Ball

Printed Name William L. Ball, AICP

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 William L. Ball, AICP the
(Name)
Florida Division Manager / SVP of Alfred Benesch & Company
(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.

10/4/2024 William L Ball
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
_ Alfred Benesch & Company the PROPOSER that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: William L Ball
Signature

William L. Ball, AICP / Sr. Vice President
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: William J Ball

Title: Florida Division Manager / Sr.Vice President

Sworn and subscribed before me this

25th day of September, 2024

Christina M. Gomez
Notary Public
State of Florida at Large

My commission expires:

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

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: William J Ball

Title: Florida Division Manager / Sr. Vice President

State of Florida County of Hillsborough

The foregoing instrument was acknowledged before me via ☑ physical presence OR ☐ online notarizations this 25th day of September, 2024.

By William L. Ball

Personally known ✓ OR produced identification _____

Christina M. Gomez

Notary Public

My Commission Expires 3/31/2026

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

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.

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: Alfred Benesch & Company

Authorized Signature: William T Ball

Print Name: Bill Ball, AICP

Title: Florida Division Manager / Senior Vice President

Date: October 4, 2024

Sponsored by: City Manager and City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF TOWN CENTER O-L I, LLC V. CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Plaintiff, Town Center O-L I, LLC, initiated a lawsuit in the Circuit Court for Eleventh Judicial Circuit in and for Miami-Dade County, Florida, through which alleged that the ground lease and development agreement between the parties was in full force and effect and that a determination regarding the amount of past rental payments required to cure any default was necessary; and

WHEREAS, the parties have agreed to settle all issues involved with the Lawsuit; and

WHEREAS, neither party admits liability in this matter, however, in an effort to resolve the pending controversy, all parties desire to amicably and expeditiously resolve all claims and avoid continued litigation; and

WHEREAS, the City Commission hereby accepts the recommendation of the City Manager to settle this matter consistent with the Agreement, set forth as Exhibit "A"; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims as set forth in Exhibit "A" with City receiving funds from Plaintiff.

.

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby approves the settlement agreement between the Plaintiff, Town Center O-L I, LLC, and the City of Opa-Locka, consistent with the Agreement, attached hereto as Composite Exhibit "A" to include a substantial rendering of the proposed project; and further authorizes the Interim City Manager to take all necessary action consistent with

this Resolution.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall be effective immediately upon adoption hereof and approval by theGovernor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

_____
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 Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____

COMPOSITE EXHIBIT "A"

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Plaintiff, TOWN CENTER O-L I, LLC ("PLAINTIFF"), and Defendant, the CITY OF OPA-LOCKA ("CITY"). The Parties are collectively hereby referred to as the "Parties".

WHEREAS, on or about January 5, 2023, Plaintiff, initiated litigation against the City of Opa-Locka in the Seventeenth Judicial Circuit in and for Miami-Dade County, Florida, in a case styled *Town Center O-L I, LLC v. City of Opa-Locka,* Case No. 2023-027045-CA-01 (the "Lawsuit"); and

WHEREAS, on or about December 13, 2024, the Parties agreed to settle all issues involved with this Lawsuit whereby Plaintiff alleged that the ground lease and development agreement between the parties was in full force and effect and that a determination regarding the amount of past rental payments required to cure any default was necessary; and

WHEREAS, the City of Opa-Locka disputes the allegations and denies liability regarding the allegations raised by Plaintiff; and

WHEREAS, the Parties now desire to amicably resolve and settle all matters at issue in order to avoid the expense of future litigation; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, intending to be legally bound, hereby agree and covenant as follows:

1. **Incorporation of Recitals**: The above recitals are true and accurate and are incorporated herein by reference.

2. **Effective Date:** The Effective Date of this Agreement is the date the last party (here, the CITY) signs the Agreement.

3. **Settlement:** The Parties agree to settle this Lawsuit, under the conditions as provided in Exhibit "A" attached hereto, as full and final settlement for all present and future claims, whatsoever.

4. **Bear Own Costs and Attorney's Fees**: The Parties to this Settlement Agreement shall each bear their own costs and attorney's fees, except for the mediation cost, which shall be paid by the CITY.

5. **Release of All Claims:** As part and parcel of this Agreement, Plaintiff, his heirs, executors and administrators, assignors, successors and survivors, partners, family members, attorneys, hereby release, acquit, satisfy, and forever discharge the CITY, and its Commissioners, staff, affiliates, corporations, attorneys, principals, directors, board members, subsidiaries, officers, directors, family members, representatives, from any and all actions and causes of actions, damages, judgments, claims, counterclaims and demands whatsoever, liquidated or un-liquidated, contingent or fixed, known or unknown, determined or undetermined at law or in equity which they now have or may have from the beginning of time to the date of these presents and/or that otherwise could have been brought against the CITY in the Lawsuit.

6. **Enforcement of Agreement:** the Parties agree that any good faith dispute regarding the terms and conditions herein shall be resolved in the Seventeenth Judicial Circuit in and for Miami-Dade County following a mediation.

7. **Representation by Counsel:** the Parties acknowledge that they have had a full opportunity to read this Agreement and have had the benefit of counsel in reviewing the Agreement.

8. **Miscellaneous:**

- No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.
- This Agreement contains the entire agreement between the Parties hereto and all prior or contemporaneous agreements, understandings, representations and settlements, oral or written, are merged herein.
- This Agreement shall be strictly construed in accordance with the laws of the State of Florida.
- This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns.
- The representations, warranties, covenants, agreements and indemnities of the Parties hereto made in this Agreement, or any certificate or document delivered pursuant hereto, shall remain operative and survive execution and delivery.
- The Parties hereto, at any time and from time to time, following the execution hereof, shall execute and deliver all such further instruments or documents and take all such further action as may be reasonably required to carry out the terms, conditions and provisions of this Agreement.
- This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so

executed shall be deemed to be an original and shall be binding upon all Parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement.

- All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons or entity may require.
- All sections, titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.
- The Parties to this Agreement intend that time shall be of the essence and that the performance of all duties, obligations and activities contemplated hereunder be done in strict compliance with the terms, provisions and procedures contained in this Agreement. Whenever any date or time is specified in this Agreement, strict adherence shall be required. However, unforeseen events, such as force majeure, weather, acts of war, and strikes shall excuse a party who makes a good faith effort to comply with the time specified within this Agreement, but cannot timely comply due to one of the aforementioned events, or a similar event. Under such circumstances, the performing party will be required to perform within a reasonable period of time.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by the undersigned Parties.

Executed this___day of_____, 2025.

_____	_____
CITY MANAGER	CITY CLERK

_____
TOWN CENTER O-L I, LLC (“PLAINTIFF”)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me by_____, this_____day of
_____, 2025.

_____ he is personally known to me, **OR**
_____has produced as identification.

NOTARY PUBLIC

(NOTARY STAMP)

Print Name

Executed this___day of_____, 2025.

By

_____
Print

Name

Title:

EXHIBIT "A"

1. The parties agree that the 2005 Ground Lease contract is the operative agreement.

2. The principal's name, Miami Dade Land Holdings, LLC., will be changed to Town Center O-L I, LLC.

3. The expiration date will be fifty (50) years from March 1, 2025; to wit: February 28, 2075.

4. Plaintiff, Town Center O-LI, LLC., agrees to comply with, and abide by all land use and zoning laws.

5. Plaintiff, Town Center O-LI, LLC., intends to construct a mixed-use office/retail/affordable housing building on the property.

6. Defendant, The City of Opa-Locka, will retain its eighty-two (82) parking spaces during the life of the contract.

7. Plaintiff, Town Center O-LI, LLC., will pay Defendant, The City of Opa-Locka, the sum of Nine Thousand Nine Hundred Twenty-Nine Dollars and Sixty-Four Cents ($9,929.64) per year throughout the term of the contract.

8. Plaintiff, Town Center O-LI, LLC., will pay Defendant, The City of Opa-Locka, the sum of Ninety-Nine Thousand Two Hundred Ninety-Six Dollars and Forty Cents ($99,296.40) representing rent monies owed in arrears covering the time period: January 1, 2015, through December 31, 2024.

9. Plaintiff, Town Center O-LI, LLC will pay Defendant, The City of Opa-Locka, the sum of Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents ($827.47) on March 1, 2025, and a separate payment of Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents ($827.47) on March 1, 2025.[1]

10. Plaintiff, Town Center O-LI, LLC., will pay Defendant, The City of Opa-Locka, an additional the sum of Forty-Nine Thousand Six Hundred Forty-Eight Dollars and Twenty Cents ($49,648.20) on March 1, 2025, representing five (5) years of rent for the time period: March 1, 2025, through February 28, 2030.

[1] These payments were previously due on January 1, 2025 and on February 1, 2025, respectively. However, following agreement between the parties, these payments will now be due on March 1, 2025 following Commission approval.

11. Plaintiff, Town Center O-LI, LLC., will pay Defendant, The City of Opa-Locka, the sum of Forty-Nine Thousand Six Hundred Forty-Eight Dollars and Twenty Cents ($49,648.20) on March 1, 2026, representing five (5) years of rent for the time period: March 1, 2030, through February 28, 2035.
12. Plaintiff, Town Center O-LI,LLC., will pay Defendant, The City of Opa-Locka, the sum of Forty-Nine Thousand Six Hundred Forty-Eight Dollars and Twenty Cents ($49,648.20) on March 1, 2027, representing five (5) years of rent for the time period: March 1, 2035, through February 29, 2040.

13. Beginning on March 1, 2028, Plaintiff, Town Center O-LI, LLC., will pay Defendant, The City of Opa-Locka, the sum of Nine Thousand Nine Hundred Twenty-Nine Dollars and Sixty-Four Cents ($9,929.64) on March 1st of every consecutive year up to March 1, 2074.

14. Defendant, The City of Opa-Locka, will draft/prepare an amendment to the Ground Lease reflecting the terms of this Mediation Agreement.

15. All agreements are subject to the approval by the City of Opa-locka commissioners.

Project Concept 1



Location: Opa-Locka, Florida

Overall Structure:
Height: 95 feet (approximately 8 stories) - We believe this to be the appropriate zoning limitation. If the zoning allows for a higher structure, we intend to utilize it.
Total Area: Entire space encompassing the Land Lease /Development Lease

Floor-by-Floor Breakdown:
Ground Floor (First Floor): The ground floor features large glass storefronts similar to those in the image, providing a modern and open feel. This would be ideal for retail establishments like boutiques, cafes, and small shops, fostering a vibrant community atmosphere.

Second to Fourth Floor:

Parking Garage: As depicted in the image, these floors are dedicated to parking, with a sleek, modern design that integrates well with the residential and commercial spaces above and below. The parking structure would be enclosed with glass and metal to maintain aesthetic continuity.

Features: EV charging stations, bike storage, and possibly some green walls or art installations to enhance the visual appeal.

Fifth to Eighth Floor:

Residential Units:
The upper floors are residential, featuring hybrid income-restricted apartments with large windows for natural light, similar to the image's design. The modern facade with extensive use of glass provides an elegant look.

Unit Types: A mix of studio, one-bedroom, and two-bedroom apartments. The design could include balconies or terraces for some units, enhancing the living experience.

Amenities: Communal areas like a rooftop garden or lounge, laundry facilities, and possibly a small fitness center on one of the floors to cater to residents' needs.

Design and Aesthetic Considerations:

Exterior: The building's exterior should reflect modern design with clean lines, large glass panels, and minimalistic features, as shown in the image. This approach blends contemporary style with functionality.

Sustainability: Incorporate energy-efficient windows, solar panels on the roof (if not visible, could be integrated into the design), and perhaps a green roof to align with modern sustainable practices.

Community Integration: The retail space should be designed to encourage community interaction, with outdoor seating areas, public art, or small event spaces.

Accessibility and Connectivity:

Public Transport: Ensure proximity or direct links to bus stops or future transit options like light rail if planned.

Pedestrian Access: Design pathways that encourage walking, with safe, well-lit routes from public transit to the building.

Sponsored by: Mayor Taylor

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CONDUCT A FEASIBILITY STUDY FOR A COMMERCIAL VEHICLE ENFORCEMENT UNIT, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over a long period of time City of Opa-Locka officials, as well as residents of the City of Opa-Locka ("City") have observed commercial vehicles frequenting residential streets and other areas not designated for commercial vehicles; and

WHEREAS, a Commercial Vehicle Enforcement Unit (CVEU) could play a vital role in ensuring the safety, compliance, and efficiency of commercial transportation systems; and because commercial vehicles are often larger and heavier than standard vehicles, they pose a unique risk to residents and contribute significantly to road wear and tear; and

WHEREAS, monitoring of certain areas within the City is necessary and the City desires to take a more proactive approach to protecting its infrastructure; and

WHEREAS, the City Commission desires that the Interim City Manager conduct a feasibility study for a commercial vehicle enforcement unit to include training guidelines for the creation and implementation of a CVEU; 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 direct the Interim City Manager to conduct a feasibility study for a CVEU within the City.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to conduct a feasibility study for a Commercial Vehicle Enforcement Unit 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 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 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 _____, 2025.

_____
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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**	Sha'mecca L			
Commission Meeting Date:	*2.12.2025*		**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	Mayor Taylor		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE INTERIM CITY MANAGER TO CONDUCT A FEASIBILITY STUDY FOR A COMMERCIAL VEHICLE ENFORCEMENT UNIT AND FURTHER AUTHORIZING THE CREATION AND IMPLEMENTATION.

Staff Summary:

Over a significant period, there has been observation of commercial vehicles frequenting residential streets and other areas not designated for commercial use. The continuation of this negligence can affect the roadway infrastructure and cause damage. It has been determined that these areas require monitoring and enforcement. As a proactive effort, the City Commission directs the Interim City Manager to conduct a feasibility study for a commercial vehicle enforcement unit. If it is deemed to be vital by City Administration, the Interim City Manager is further authorized to establish training guidelines, creation and implementation of the unit.

Financial Impact – There is no identifiable financial impact associated with this resolution.

Proposed Action:

Staff will proceed at the direction of the City Commission.

Attachment:

Sponsored by: Commissioner Kelley

RESOLUTION NO. 25-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER, 2025, IN THE FISCAL YEAR 2024-2025 BUDGET, FOR THE CITY'S FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in collaboration with the Feeding South Florida program, the City of Opa-Locka ("City") has hosted a monthly food distribution program which allowed residents to receive access to nutritious food; and

WHEREAS, during Fiscal Year 2023-2024, the City assisted in the distribution of thousands of meals; and

WHEREAS, the mission of Feeding South Florida is to empower poverty advocacy and help reduce hunger; and

WHEREAS, the City desires to continue the feeding Program; and

WHEREAS, the anticipated cost for this Program is Three Thousand, Four Hundred Dollars ($3,400.00) per feeding with a total of four (4) distributions (February, April, June and August); and

WHEREAS, the cost for a four month period of this bi-monthly program is Thirteen Thousand Six Hundred Dollars ($13,600.00); 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 Interim City Manager to allocate funding, until September, 2025, from the 2024-2025 Fiscal Year budget in order to pay for food distribution services provided by Feeding South Florida.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to allocate funding until September, 2025, from the 2024-2025 Fiscal Year budget to pay for services in connection with the Feeding South Florida food distribution program.

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 _____, 2025.

_____
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 Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**	Sha'mecca Lawson			
Commission Meeting Date:	*2.12.2025*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	Commissioner Kelley		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER 2025 IN THE FISCAL YEAR 2024-2025 BUDGET, FOR THE CITY'S FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA.

Staff Summary:

In collaboration with Feeding South Florida, the City has hosted a monthly food distribution program which allowed residents to receive access to nutritious food. During FY23-24, the City assisted in the distribution of thousands of meals. The mission of Feeding South Florida is to empower poverty advocacy and help reduce hunger. The anticipated cost for this program is $3,400 per feeding with a total of 4 distributions (February.

April, June and August) . The City Commission finds it in the best interest of the City to continue this program until September 2025 and further authorizes the Interim City Manager to allocate the appropriate funding.

Financial Impact: The quote for four months of this bi-monthly program is $13,600 which will be charged to Non-Department General Expense, Account 19-519493, which currently has $36,709 available.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to allocate funding until September, 2025 in the FY 25 budget for the City's monthly food distribution program services provided by Feeding South Florida.

Attachment:

Feeding South Florida Invoice (1.2.2025)

INVOICE

Feeding South Florida
2501 SW 32 Terrace
Pembroke, Park, FL 33028

Bill To:

City of Opa-Locka
Attn: Vice Mayor Joseph L. Kelly
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
jkelley@opalockafl.gov
305-953-2868

DATE: January 2, 2025
INVOICE # DEV_1147
FOR: *100101 FY25_ProgramSponsor*
DUE DATE: February 2, 2025

DESCRIPTION	AMOUNT
4 Mobile Food Distributions - Drop & Go	$ 13,600.00
February, April, June, August	
	$13,600.00

Make all checks payable to Feeding South Florida. Thank you.

Sponsored by: Commissioner Santiago

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CONDUCT A FEASIBILITY STUDY FOR THE REHABILITATION OF THE TIMOTHY HOLMES PARK LOCATED AT GLORIETA GARDENS APARTMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the playground equipment at the Glorieta Gardens Apartments, within the City of Opa-locka ("City"), has been determined to be antiquated and requires replacement; and

WHEREAS, it is important to enhance the experience of the community utilizing this park; and

WHEREAS, the City Commission desires to conduct a feasibility study to analyze the potential rehabilitation of the Timothy Holmes Park, located within the property of the Glorieta Gardens Apartments; and

WHEREAS, if deemed feasible, the Interim City Manager shall be authorized to bring back the matter to the City Commission for further consideration; and

WHEREAS, the City Commission desires to direct the Interim City Manager to conduct a feasibility study to analyze the rehabilitation of the Timothy Holmes Park as in the best interest of the City.

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to conduct a feasibility study to analyze the potential rehabilitation of the Timothy Holmes Park within the Glorieta Gardens Apartments property and if feasible, report back the City Commission.

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

Section 4. EFFECTIVE DATE.
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

_____
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 Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**	Sha'mecca Lawson			
Commission Meeting Date:	*02.12.2025*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: 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	Commissioner Santiago		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE INTERIM CITY MANAGER TO CONDUCT A FEASIBILITY STUDY FOR THE REHABILITATION OF THE TIMOTHY HOLMES' PARK LOCATED AT GLORIETA GARDENS APARTMENTS.

Staff Summary:

The playground equipment at the Glorieta Gardens Apartments has been determined to be antiquated and requires replacement. It is important to protect the welfare of the community utilizing this park. The City Commission directs the Interim City Manager to conduct a feasibility study to analyze the rehabilitation of the Timothy Holmes' Park. If deemed feasible, the Interim City Manager shall be authorized to take all steps necessary to initiate this process.

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

Proposed Action:

Staff will proceed at the direction of the City Commission.

Attachment:

Sponsored by: City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS, CITY EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK AND HAVE CODE ENFORCEMENT FUNCTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many municipal staff who perform duties that include, or result in review of complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and these workers have been targeted for threats and violence due to the nature of materials they are responsible for maintaining; and

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens within cities; and

WHEREAS, the City of Opa-locka ("City") has complied with all requirements and procedures of Florida law in processing and adopting this Resolution; 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 urge and encourage the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

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 urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

SECTION 3. INSTRUCTIONS TO CITY CLERK. The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, the City's State Senator, State Representative, the Miami-Dade County League of Cities, and the Florida League of Cities (FLC).

SECTION 4. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 5. EFFECTIVE DATE
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

_____
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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:	Joanna Flores			**Department Director's Signature:**				
Interim City Manager:	Shamecca Lawson			**ICM Signature:**				
Commission Meeting Date:	02.12.2025		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X						
Sponsor Name	City Clerk		**Department:**		City Clerk			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXECPTION FOR MUNICIPAL CLERKS AND EMPLIYEES WHO PERFORM MUNICIPAL ELECTION WORK OR HAVE ANY PART IN CODE ENFORECEMENT FUNCTIONS OF A CITY.

Staff Summary:

Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings, or other activities that could lead to a

criminal prosecution or code enforcement action are exposed to threats and other acts of violence. Indeed, municipal clerks often administer elections, and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Similarly, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants.

Currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken, and municipal clerks and their staff fall within the need for a window for greater protection. The Florida Association of City Clerks is very concerned about the safety and well-being of the municipal clerks and their staff who serve the public daily and are, oftentimes, the first contact of citizens with cities.

Financial Impact- There is no fiscal impact for this resolution.

Proposed Action:

City Clerk recommends the approval of this legislation.

Attachment:

City of Sanford, FL approved resolution
Sample Resolution

Florida Association of City Clerks

RESOLUTION 2025-78

A RESOLUTION OF THE FLORIDA ASSOCIATION OF CITY CLERKS URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

Whereas, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

Whereas, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

Whereas, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staff fall within the need for a window for greater protection; and

Whereas, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staff who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA ASSOCIATION OF CITY CLERKS THAT:

SECTION 1: The Florida Association of City Clerks hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

SECTION 2: A certified copy of this Resolution be sent to Governor Ron DeSantis, members of the Florida Senate, the Florida House of Representatives and the Florida League of Cities.

Presented this 27th day of January 2025.

Patricia J. Burke, MPA, MMC, RLO
President, Florida Association of City Clerks
Town Clerk-Manager, Town of Palm Shores, Florida

Celebrating Over 50 Years of Professional Education

Resolution No. 2025-3331

A Resolution of the City Commission of the City of Sanford, Florida urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city and providing for an effective date.

Whereas, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

Whereas, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for

Whereas, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

Whereas, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

Whereas, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the

public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

Whereas, the City of Sanford has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

Now, Therefore, Be it Resolved By the City Commission of the City Of Sanford, Florida as follows:

(1). The City Commission of the City of Sanford hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the City Commission.

(2). The Mayor and City Commission of the City of Sanford, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

(3). The Mayor and City Commission of the City of Sanford, Florida express a profound appreciation for the actions in support of the City in past years and look forward to a continuing and productive relationship with regard to the needs of the citizens of the City of Sanford as well as those who conduct business or own property within the City.

(4). The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis and each State Representative and State Senator serving in the Seminole County Legislative Delegation.

(4). This Resolution shall take effect immediately upon its adoption.

Passed and Adopted this 13th day of January, 2025.

Attest:

City Of Sanford

Traci Houchin, MMC, FCRM
City Clerk

By: _____
Art Woodruff
Mayor

Approved as to form and legal sufficiency.

William L. Colbert City Attorney

CITY OF SANFORD FLORIDA

APPROVED

WS ___ RM X
Item No. 8.D

CITY COMMISSION MEMORANDUM 25-011
JANUARY 13, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Traci Houchin, City Clerk, MMC, FCRM
And Lonnie N. Groot, Assistant City Attorney
SUBMITTED BY: Norton N. Bonaparte Jr., ICMA-CM, City Manager
SUBJECT: Legislation Providing Public Records Protection For Municipal Clerks; City Commission Support; Resolution No. 2025-3331

STRATEGIC PRIORITIES:

- ☐ Unify Downtown & the Waterfront
- ☒ Promote the City's Distinct Culture
- ☐ Update Regulatory Framework
- ☒ Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Requesting to approve, Resolution No. 2025-3331, urging and encouraging the Florida Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

FISCAL/STAFFING STATEMENT:

No fiscal impact, however, the safety and security of City employees is a prime concern of the City and ensuring such safety and security is a positive action relative to the risk management programs of the City.

BACKGROUND:

Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings, or other activities that could lead to a criminal prosecution or code enforcement action are exposed to threats and other acts of violence. Indeed, municipal clerks often administer elections, and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Similarly, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants.

Currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken, and municipal clerks and their staff fall within the need for a window for greater protection.

The Florida Association of City Clerks is very concerned about the safety and well-being of the municipal clerks and their staff who serve the public daily and are, oftentimes, the first contact of citizens with cities.

LEGAL REVIEW:

The Assistant City Attorney has assisted in this matter and very much supports the proposed action, having dealt with several situations when City staff had every reasonable belief that they were being threatened, including a recent incident specifically relating to the City Clerk and her personnel.

RECOMMENDATION:

City staff recommends that the City Commission adopt Resolution No. 2025-3331.

SUGGESTED MOTION:

"I move to adopt Resolution No. 2025-3331 as proposed."

Attachment: Resolution No. 2025- 3331.

Sponsored by: Interim City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 2022-02, RELATING TO THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD, TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAINTENANCE PROJECTS ON HISTORIC DESIGNATED PROPERTIES LISTED IN THE COA MATRIX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 16-13, the City of Opa- Locka, Florida ("City") established the Historic Environmental Preservation Board ("Board") in order to preserve and protect the City's historic and cultural heritage and foster civic pride; and

WHEREAS the Historic Environmental Preservation Board was also established to protect the green environment within the City, especially, the preservation of its trees in order to support Arbor Day principles; and

WHEREAS, pursuant to Ordinance 2022-02, the City of Opa-locka established the minimum standards and the process governing the preservation, maintenance for historically designated properties as set forth in Miami Dade County's Historic Preservation Ordinance; and

WHEREAS, further, pursuant to Ordinance 2022-02, the City created, provided for composition; term of office; qualifications; organization; meetings, records standards and established duties and responsibilities of the Historic Environmental Preservation Board; and

WHEREAS, the City Commission desires to amend Ordinance 2022-02, relating to the Historic Environmental Preservation Board, to establish an administrative process for the approval of regular certificates of appropriateness for certain improvements, renovations and maintenance projects on historic designated properties listed in the COA Matrix.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Ordinance 2022-02, relating to the Historic Environmental Preservation Board, **Section 2-570.84., entitled "Definitions" and Section 2-570.86, entitled "Rules and Regulations",** which shall read:

Sec. 2-570.84. Definitions

(2) Certificates of Appropriateness - A certificate issued by the City Commission after recommendation by the Board permitting certain alterations or improvements to a designated property.

(A) Regular Certificate of Appropriateness - A Regular Certificate of Appropriateness shall be issued and approved by the ~~staff of the Preservation Board~~, City Manager through the administrative review process based on the guidelines ~~for preservation approved by the City Commission~~. of minor repair and renovation projects.

(B) Special Certificate of Appropriateness - For all applications for a Special Certificate of Appropriateness involving the demolition, removal, reconstruction or new construction at an individual site or in a district a Special Certificate of Appropriateness is required that is issued directly by the Board.

18) Historic Designated Property- Any property listed on the City of Opa-locka Historic Register or contributing property within the designated historic district.

(19) Minor Repair or Renovation Project -Any alteration to an exterior of historic designated property that is considered to be of minimal impact on the property's historic character, such as routine maintenance, replacement of like-for-like materials, minor paint color changes, or minor repairs to windows and doors, as further defined in the COA Matrix.

Sec. 2-570.86. Rules and Regulations

Section 4. Administrative Approval Process for Minor Repair and Renovation Projects:

(a) Application- An owner of a historic designated property seeking to undertake a minor repair or renovation project shall submit a completed application to the Zoning, Planning and Community Development, including detailed plans, photographs, and a description of the proposed work.

(b) Review by Zoning, Planning and Community Development- The Director and the designated staff shall review the application to determine if the project qualifies as a minor repair or renovation project. If approved, the Zoning, Planning and Community Development shall issue a Certificate of Appropriateness without further review by the HEPB.

(c) Notification-The applicant shall be required to notify any adjacent property owners of the administrative approval of a minor repair or renovation project.

(d) Conditions for Administrative Approval - All minor repair or renovation projects must comply with the established City of Opa-locka Historic Preservation Design Guidelines.

Section 45. Appeals

Upon written decision of the City Commission, an aggrieved party may appeal the decision by filing a written notice of appeal with the City Clerk. The notice of appeal shall state the decision which is being appealed, the grounds for the appeal, and a brief summary of the relief which is sought. Subsequently, the City Commission shall conduct a public hearing at which time they may affirm, modify or reverse the decision of the Board or of the City Commission. Nothing contained herein shall preclude the City Commission from seeking additional information prior to rendering a final decision. The decision of the City Commission shall be reflected in the minutes and a copy of the Minutes shall be forwarded to the board and the appealing party.

Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the City Commission may appeal an adverse decision to the Circuit Court in and for Dade County, Florida. The party taking the appeal shall be required to pay to the City of Opa-locka the sum of One Hundred Dollars ($100.00) to defray the costs of preparing the record on appeal.

Section ~~5~~6. Penalties

Failure by an owner of record to comply with any provision of this ordinance shall constitute a violation hereof and shall be punishable by the City Commission by civil or criminal penalties including a fine of not more than $500.00 per day for each day the violation continues. In addition, the Board may require that any work performed contrary to this ordinance must be removed and the property returned to its condition prior to commencement of said action.

Section ~~6~~7. Incentives

All properties designated as individual sites or as designated properties within a district shall be eligible, upon application by the owner(s), for any available financial assistance set aside for historic preservation by Metropolitan Dade County contingent on the availability of funds and the scope of the project as described in the application.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ___ day of _____ 2025.

PASSED SECOND READING this ___ day of _____ 2025.

_____

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory Gay			**Department Director Signature:**			
Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**			
Commission Meeting Date:	*2.12.2025*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance** X		**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** X	**No**	**Yes** X	**No**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes** X		**No**
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No** 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	Interim City Manager		**Department:**		City Manager		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING CHAPTER 2 ARTICLE XI DIVISION 13 TO ESTABLISH AN ADMINISTRATIVE PROCESS FOR THE APPROVAL OF REGULAR CERTIFICATES OF APPROPRIATENESS FOR CERTAIN IMPROVEMENTS, RENOVATIONS AND MAIN PROJECTS ON HISTORIC DESIGNATED PROPERTIES.

Staff Summary:

Pursuant to Chapter 2 Article XI Division 13 of the City's Code of Ordinances, historic designated property owners are required to present any requests for rehabilitation, improvements or repairs to the Historic Environmental Preservation Board (HEPB). The Board is tasked with evaluating the projected work and determines whether to approve or deny a Certificate Of Appropriateness (COA). The Planning and Community Development staff believes that properties seeking to undertake minor repairs or renovations should be reviewed administratively and presented to the City Manager or its

designee for final approval. Minor repair or renovation projects are considered to be of minimal impact on the property's historic character, such as routine maintenance, replacement of like-for-like materials, minor paint color changes, or minor repairs to windows and doors, as further defined in the accompanying COA Matrix. A proposed amendment to establish an administrative process for all qualified projects not requiring HEPB review is attached.

Financial Impact – There is no identifiable financial impact associated with this proposed ordinance amendment.

Proposed Action:

Staff recommends the City Commission amends Chapter 2, Article XI, Division 13 to establish an administrative process for the approval of regular certificates of appropriateness for certain improvements.

Attachment:

Memo-Minor Home or Renovation Project
Certificate of Appropriateness Matrix
Draft Ordinance

Memorandum

TO: The Mayor, and City Commission

FROM: Gregory D. Gay, Director
Gerald Lee, Zoning Official
Solomon Bankole, Economic Development Manager
Diana Cheng, Executive Secretary

DATE: January 15, 2025

RE: **Designated Historic Homes-**Approval of Regular Certificate of Appropriateness

---

Intent and Objectives:

Minor Repair or Renovation Project:

Any alteration to an exterior of historic designated property that is of minimal impact on the property's historic character, such as routine maintenance, replacement of like-for-like materials, minor paint color changes, or minor repairs to windows and doors, as further defined in the accompanying COA Matrix.

Historic Designated Property:

Any property listed on the City of Opa-locka Historic Register or contributing property within the designated historic district.

Certificate of Appropriateness (COA):

A permit required for any exterior alteration to a historic designated property, including minor repair or renovation projects, and determined by the HEPB

An owner of a historic designated property seeking to undertake a minor repair or renovation project shall submit a completed application to the Zoning, Planning and Community Development, including detailed plans, photographs, and a description of the proposed work.

Review by Zoning, Planning and Community Development:

The Director and the designated staff shall review the application to determine if the project qualifies as a minor repair or renovation project. If approved, the Zoning, Planning and Community Development shall issue a Certificate of Appropriateness without further review by the HEPB.

Notification:

The applicant shall be required to notify any adjacent property owners of the administrative approval of a minor repair or renovation project.

END OF MEMORANDUM

Matrix

Administrative Approval vs. Approval by Board Hearing

Admin Review HEPB Review

Action	Regular COA	Special COA
Accessory dwellings or structures	○	●
Additions not visible from street and 20% or less of the existing building's square footage	●	○
all other additions	○	●
Awnings (window or porch)	●	○
Carports	●	○
Changes to board-approved plans unless change can otherwise be approved administratively as a Regular COA	○	●
Deck, patio, pergola with structure or on façade of building	○	●
not visible from the right-of-way	●	○
Demolitions non-historic addition that totals 10% or less of building's total square footage of non-historic outbuilding	●	○
all other demolitions	○	●
Doors and garage doors same materials, style or size	●	○
change in materials or style	●	○
change in openings on façade	○	●
change in openings on secondary elevation	●	○
Driveways and sidewalks	●	○
Garages (attached or detached)	○	●
Extension of COA	●	○
Exterior mounted technology - solar, screens, satellite cellular on façade or visible from right-of-way	○	●
on other elevations	●	○
Exterior wall finish change in original materials	○	●
removal of non-historic material to restore original materials	●	○
Fences, walls and hedges feature that does not extend beyond the façade of the structure	●	○
encloses front yard that has previously been enclosed	●	○
encloses a front yard that has previously not been enclosed	○	●
Mechanical Systems with visual impact	●	○

Admin Review HEPB Review

Action	Regular COA	Special COA
Painting	●	○
Pools, pool enclosures at rear of structure or not visible from right-of-way	●	○
at front of structure or visible from right-of-way	○	●
Porches return porch opening to original design	●	○
open a historically enclosed porch	○	●
enclose a historically open porch on façade or visible from right-of-way	○	●
enclose a historically open porch on elevation not visible from right-of-way	●	○
Relocation of a structure (s)	○	●
Repairs and maintenance (match existing)	●	○
Roof same material and shape	●	○
change in material consistent with architectural style	●	○
change in material not consistent with architectural style	○	●
change in shape and/or height	○	●
Screen doors	●	○
Screening for HVAC, waste collection, etc.	●	○
Seawalls, boat lifts and docks	●	○
Signage	●	○
Sheds	●	○
Shutters (including storm shutters)	●	○
Skylights on façade of visible from right-of-way	○	●
not visible from right-of-way	●	○
Windows same materials, style, or size	●	○
change in style on façade	○	●
change in materials on façade or secondary elevation or style on secondary elevation	●	○
change in openings	○	●

Staff reserves the right to defer an item to the Board if it does not fit within one of the above categories. Staff and the Board reserve the right to apply additional flexibility in the application of review standards as it relates to the resiliency goals of the proposed scope of work, the resource's proximity to water or shoreline, and other vulnerability factors as considered in the Office of Historic Preservation's Historic Site Vulnerability Matrix.

Sponsored By: Mayor Taylor

ORDINANCE 2025-___

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 14 , OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT, FORECLOSURE PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa Locka desires to protect the public health, safety, and welfare of the citizens of the incorporated area of City of Opa Locka and maintain a high quality of life for the citizens of the City of Opa Locka through the maintenance of structures and properties in the City of Opa Locka; and

WHEREAS, the City Commission recognizes properties subject to foreclosure action or foreclosed on and vacant properties (hereinafter referred to as "Registrable Properties") located throughout the City of Opa-Locka lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the City Commission has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the City Commission recognize in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the City Commission has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City of Opa-Locka to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

WHEREAS, the City Commission finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws.

NOW THEREFORE, BE IT ORDAINED THE CITY NOW THEREFORE, BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 14 "Nuisances", Article I to create new Section 14-13, entitled "REGISTRATION OF ABANDONED, VACANT FORECLOSURE PROPERTIES", which shall read:

CHAPTER 14. NUISANCES

Sec. 14-13. - REGISTRATION OF ABANDONED, VACANT FORECLOSURE PROPERTIES

14-13 (1) PURPOSE AND INTENT.

It is the purpose and intent of the City Commission to establish a process to address the deterioration, crime, and decline in value of City of Opa Locka neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City of Opa-Locka, and to identify, regulate, limit and reduce the number of these properties located within the City of Opa-Locka. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the City Commission's further intent to establish a registration program as

a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. 14-13 (2) DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Abandoned personal property means wrecked or derelict property which has been left abandoned and unprotected from the elements and shall include wrecked, inoperative or partially machinery, dismantled motor vehicles, trailers, boats, refrigerators, washing machines, plumbing fixtures, furniture and any other similar article which has been left abandoned and unprotected from the elements.

Accessible property means a property that is accessible through a comprised/breached gate, fence, wall, etc.

Accessible structure means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage or deed of trust.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City of Opa Locka to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents;

and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults. A Foreclosure or Foreclosure Action is deemed commenced upon a Mortgagee's filing of a Notice of Lis Pendens or similar evidence of Default.

Law Enforcement shall mean City of Opa-Locka Police or other officially recognized county, state or federal law enforcement organization recognized by the City of Opa-Locka.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as the assignee or owner.

Nominal salvage value means the value of an article of abandoned or derelict proper ty which a reasonably prudent person would believe the fair market value of the property would be nominally greater than the costs of salvage including the removal, transportation, storage, and sale of same. This definition shall take into consideration its useful life, earning capacity or replacement cost, less depreciation and items of general or special depreciation.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City of Opa Locka limits.

Registrable Property shall mean:

(a) Any Real Property located in the City of Opa-Locka, whether Vacant or occupied, that is (i) subject of a Foreclosure Action; (ii) has been the subject of a Foreclosure

Action and a judgment has been entered but the property has not yet been sold; (iii) has been the subject of a Foreclosure sale and title was transferred to the Mortgagee or an affiliate entity of the Mortgagee; or (iv) transferred to the Mortgagee or an affiliated entity of the Mortgagee under a deed in lieu of Foreclosure or Foreclosure sale. The designation of a Real Property as a Registrable Property pursuant to this subsection shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed; or

(b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

Registry shall mean a web-based electronic database of searchable Real Property records, used by the City of Opa-Locka to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City of Opa-Locka, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City of Opa-Locka codes. This includes, but is not limited to, electrical, gas, water, sewer, trash service, lawn maintenance, and pool maintenance.

Vacant shall mean any parcel of land in the City of Opa Locka that contains any building or structure to be used as a residence or for commercial or industrial purposes that is not lawfully occupied or used for its accustomed and ordinary purpose, as evidenced by conditions set forth in the definition of *"Evidence of Vacancy"*. In the case of the use of residential property, "used for its accustomed and ordinary purpose" means as a place of abode.

Sec. 14-13 (3) APPLICABILITY AND JURISDICTION

This Chapter applies to all Real Property within the City of Opa-Locka.

(1) *Applicability.* This section shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the city above and beyond any other state, county and/or local provisions for same.

(2) *Penalties.* Any person who shall violate the provisions of this article shall, upon conviction, be punished as provided in this section.

(3) *Placement of abandoned personal property prohibited.*

(a) It shall be unlawful for any person to abandon personal property upon private property:

1. Without receiving the property owner's consent; or

2. In violation of this or any other applicable law, ordinance or regulation.

(b) Nothing in this section shall be deemed to apply to abandoned personal property authorized to be left on private business property properly operated, licensed and zoned in the city for the purpose of accepting abandoned property.

(4) *Public nuisance.* All abandoned personal property and foreclosure real property is hereby declared to be a public nuisance, the abatement of which is hereby declared to be necessary for the health, welfare and safety of the residents of the city.

(5) *Notification procedure.* When an enforcement officer ascertains that an article of personal property having nominal salvage value lies abandoned or derelict upon private property, that officer shall:

(a) Cause a notice to be placed upon such abandoned property in the substantially following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY THIS PROPERTY, TO WIT: (setting forth brief description)

LOCATED AT: (setting forth brief description of location) is:

IMPROPERLY STORED AND IS IN VIOLATION OF (setting forth ordinance or violation violated)

AND MUST BE REMOVED WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE; OTHERWISE IT SHALL BE PRESUMED TO BE ABANDONED PROPERTY AND WILL BE REMOVED AND SOLD OR DESTROYED BY ORDER OF THE GOVERNING BODY OF THE CITY OF OPA-LOCKA, FLORIDA

DATED THIS: (setting forth the date of posting of notice);

SIGNED (setting forth name, title, address and telephone number of enforcement officer.)

Such notice shall be not less than eight (8) inches by ten (10) inches and be sufficiently weatherproof to withstand normal exposure to the elements.

(b) The enforcement officer shall also make reasonable effort to ascertain the name and address of the owner of the abandoned property and, if such address is reasonably available, the officer shall mail by certified mail a copy of the notice

to the owner on or before the date of posting the above-described notice on the abandoned personal property.

(c) The enforcement officer shall mail, by certified mail, a copy of the above-described notice to the owner of the real property upon which the abandoned personal property is located, as shown by the real estate tax records used by the county, on or before the date of posting such notice.

(6) *Removal of abandoned personal property.*

(a) If at the end of ten (10) days after posting notice under this article, the owner or any person interested in such abandoned personal property described in the notice has not removed same, the enforcement officer may cause the article of abandoned personal property to be removed and destroyed or sold, and the salvage value, if any, of such article shall be retained by the local government to be applied against the cost of removal and destruction thereof.

(b) Before sale or destruction, as determined by the City of Opa-Locka, any owner or lienholder of the abandoned personal property shall be permitted to regain possession thereof upon proof of ownership or lien rights entitling the lienholder to possession, upon payment of storage charges and all expenses incurred by the enforcement officer and/or the city.

Sec. 14-13 (4) ESTABLISHMENT OF A REGISTRY

The City of Opa-Locka, or its designee, shall establish a registry cataloging each Registrable Property within the City of Opa Locka, containing the information required by this Chapter.

Sec. 14-13 (5) INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

(a) Any Mortgagee who holds a mortgage on Real Property located within the City of Opa-Locka shall perform an inspection of the property that upon Default by the mortgagor as evidenced by the filing of a Foreclosure Action, Lis Pendens, or Notice of Trustee's Sale. Inspection means a careful examination of the property to determine occupancy and if it is in compliance with all applicable building, maintenance, and housing codes.

(b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the

Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.

(c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the City of Opa-Locka Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under a Foreclosure Action. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.

(1) Mortgagees who have existing registrable property on the effective date of this ordinance have thirty (30) calendar days from the effective date to register the property as indicated in this section. A separate registration is required for each property, whether it is vacant or occupied.

(d) Registration pursuant to this section shall contain the name of the mortgagee and the mortgage servicer, the direct mailing address of both parties, a direct contact name and telephone number for both parties, a facsimile number and/or e-mail address for both parties, the folio or tax number, and the name and 24-hour contact telephone number of the property management company responsible for the security and maintenance of the property.

(e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of Three Hundred Dollars ($300.00) for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of Three Hundred Dollars ($300.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City of Opa-Locka's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.

(f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee / Servicer is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property, if not already registered, or update the existing registration. The previous Mortgagee(s) / Servicer(s) will not be released from the responsibility of paying all previous

unpaid fees, fines, and penalties accrued during their involvement with the Registrable Property.

(g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.

(h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

(i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

(j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.

(k) Any person or corporation that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change to the City of Opa Locka.

(l) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City of Opa Locka.

(m) If any property is in violation of this Chapter the City of Opa Locka may take the necessary action to ensure compliance with and/or place a lien on the property

for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

Sec. 14-13 (6) INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE

(a) Any Owner of Vacant property, as defined in this chapter, located within the City of Opa Locka shall within ten (10) days after the property becomes Vacant, register the Real Property with the City of Opa Locka Registry. Structures that are vacant property at the time of the adoption of this ordinance must register within fifteen (15) days of the date this ordinance takes effect.

(b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.

(c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of $300.00 for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of $300.00 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City of Opa Locka's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter.

(d) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property, if not already registered, or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.

(e) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be

charged for every thirty (30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

(f) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.

(g) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City of Opa Locka.

(h) If any property is in violation of this Chapter the City of Opa Locka may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

(i) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

Sec. 14-13 (7) MAINTENANCE REQUIREMENTS

(a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

(b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(c) Visible Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.

(d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or

artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.

(f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code provisions.

(g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the ~~City Code~~ applicable code(s) and issuance of a citation ~~by the City's code compliance unit~~ or notice of violation in accordance with the applicable code of the City of Opa Locka. Pursuant to a finding and determination by the City of Opa-Locka, the Special Magistrate or a court of competent jurisdiction, the City of Opa Locka may take the necessary action to ensure compliance with this section.

(h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the City of Opa Locka.

Sec. 14-13 (8) SECURITY REQUIREMENTS

(a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.

(c) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the City Code and citation by the City's code compliance unit pursuant to a finding and determination by the special magistrate, the City may take the necessary action to ensure compliance with this section.

(d) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s),

and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.

(c) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the City of Opa-Locka.

(d) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the City of Opa Locka Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS. _____.
THE PROPERTY MANAGER CAN BE CONTACTED _____.
BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

(e) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

(f) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City of Opa-Locka. The City of Opa-Locka may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

Sec. 14-13 (9) PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City of Opa-Locka from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any

other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Sec. 14-13 (10) PUBLIC NUISANCE

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City of Opa-Locka.

Sec. 14-13 (11) ADDITIONAL AUTHORITY

(a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement City Commission or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the City of Opa-Locka from abating any nuisance or unsafe condition by any other legal means available to it.

(b) Law enforcement, code enforcement City Commission or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

(c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the law enforcement, code enforcement, City Commission or special magistrate may direct the City of Opa-Locka to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.

(d) If the Mortgagee or Owner does not reimburse the City of Opa-Locka for the cost of temporarily securing the property, or of any abatement directed by law enforcement, code enforcement officer, code enforcement, City Commission or special magistrate, within thirty (30) days of the City of Opa-Locka sending the Mortgagee or Owner the invoice then the City of Opa-Locka may lien the property with such cost, along with an administrative fee as determined in the City of Opa -Locka's fee ordinance to recover the administrative personnel services. In

addition to filing a lien the City of Opa-Locka may pursue financial penalties against the Mortgagee or Owner.

(e) The City of Opa-Locka may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the City of Opa Locka contract with for that purpose.

Sec. 14-13 (11) OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

Sec. 14-13 (11) IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the City of Opa-Locka to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

Sec. 14-13 (12) PENALTIES

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

Sec. 14-13 (13) AMENDMENTS

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the City Commission.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ___ day of _____ 2025.

PASSED SECOND READING this ___ day of _____ 2025.

_____
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 Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____

City of Opa-Locka
Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**	Sha'mecca Lawson		
Commission Meeting Date:	2.12.2025		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
					X	X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**	
					X	X	
Funding Source: *Account#* **:**	*(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#: Piggyback**				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☑ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X					
Sponsor Name	Mayor Taylor		**Department:**		City Commission		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING CHAPTER 14, ARTICLE 4, OF THE OPA LOCKA CITY CODE TO BE ENTITLED, "REGISTRATION OF ABANDONED, VACANT FORECLOSURE PROPERTIES", PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN ABANDONED REAL PROPERTIES, AND VACANT AND DILAPITED PROPERTIES BY OWNERS; AUTHORIZING THE CITY ATTORNEY TO INITIATE FORCLOSURE PROCEEDINGS ON ANY AND ALL PROPERTIES AS RECOMMENDED BY THE CITY MANAGER, PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY OF OPA LOCKA; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

Staff Summary:

The purpose and intent of the City Commission is to establish a process to address the deterioration and decline of land value in City of Opa-locka neighborhoods caused by vacant and abandoned properties that

become havens for criminal activity. The City Commission desires to identify, register, regulate, limit and reduce the number of these properties located within the City of Opa-locka. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures are often not properly or diligently maintained, which contribute to forming of slum and blight, declined property values, and have a negative perception of the residential areas where they are located. It is the City Commission's further intent to establish a registration program as a mechanism to help regulate and protect neighborhoods from becoming blighted through the lack of adequate property maintenance by enforcement actions with the property owner. This will be an extra tool to regulate, manage, and maintain private properties in the City of Opa-locka.

Financial Impact – There is no fiscal impact directly associated with the adoption of this proposed ordinance amendment. The impact of future programs which might result from this amendment, which would first be brought back for Commission approval, could range from revenue from sharing property registration fees to expenditures involved in possible foreclosure actions.

Proposed Action:

Staff recommends the City Commission approves the legislation.

Attachment:

DRAFT Ordinance
Memo-Purpose & Intent
HERAREGISTRY – Executive Summary

Sponsored by: Commissioner Ervin

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 15, ARTICLE V, SECTION 15-75 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LOUD OR UNUSUAL NOISES ON STREETS", AND SECTION 15-80, ENTITLED "DISCHARGING FIREWORKS, COMBUSTIBLES", TO DEFINE TIME RESTRAINTS, EXEMPTIONS AND VIOLATION ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 15, Article V, Section 15 of the City of Opa-Locka's Code of Ordinances defines the offenses and prohibitions of noise usage within City limits of the City of Opa-Locka; and

WHEREAS, there has been an influx in the amount of complaints regarding the noise disturbances in various areas within the City of Opa-Locka ("City"); and

WHEREAS, after extensive review of the relevant Noice ordinance, the City Commission desires to amend the noise ordinance to identify time restrictions for enforcement and exemptions; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to amend Chapter 15, Article V, Section 15 of the City of Opa-Locka's Code of Ordinances to identify time restrictions for enforcement and exemptions.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Amendment to Noise Ordinance. The City Commission of the City of Opa-Locka hereby approves an amendment Chapter 15, Article V, Section 15 of the City of Opa-Locka's Code of Ordinances to identify time restrictions for enforcement and exemptions, as set forth herein:

Section 15-75 - Loud or unusual noises on streets.

(c) The use of any amplifier or loudspeaker to play, broadcast or transmit music shall constitute prima facie evidence that the music is being played, broadcasted or transmitted in such a manner as would reasonably be calculated to attract a crowd or cause numbers of persons to congregate. **The use of any amplifier or loudspeaker to play, broadcast or transmit music shall be prohibited between the hours of 1:00 am and 9:00 am daily.**

Sec. 15-80. - Discharging fireworks, combustibles.

It shall be unlawful to fire or discharge squibs, firecrackers, gunpowder or other combustible substances in the streets or elsewhere for the purpose of making noise or disturbance, except **on City observed holidays. In those cases, these activities shall be prohibited daily between the hours of 1:00 am and 9:00 am**. ~~upon proclamation or by written permission of the mayor~~.

Violators shall be issued a warning for a first offense and an fine of $500.00 for every subsequent offense.

SECTION 3. Severability. The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5. Conflict & Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Inclusion In Code. It is the intention of the City Commission of the City of Opa-locka that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General Code of Ordinances of the City of Opa-locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

S**ECTION 4. 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 Interim City Manager without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5. Effective Date. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this __ day of _____ 2025.

PASSED SECOND READING this __ day of _____ 2025.

_____
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 Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**	Sha'mecca			
Commission Meeting Date:	*2.12.2025*		**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	Commissioner Ervin		**Department:**		City Commission			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING CHAPTER 15 ARTICLE V SECTION 15-75 ENTITLED "NOISE" TO DEFINE TIME RESTRAINTS AND EXEMPTIONS AND VIOLATION ENFORCEMENT.

Staff Summary:

Chapter 2 Article V Section 15 of the City's Code of Ordinances defines the offenses and prohibitions of noise usage within City limits. There have been an influx in the amount of complaints regarding the noise disturbances in various areas. After extensive review of the corresponding ordinance, the City Commission desires to amend the ordinance to identify time restrictions for enforcement and exemptions.

Section 15-75 (c) shall read *The use of any amplifier or loudspeaker to play, broadcast or transmit music shall constitute prima facie evidence that the music is being played, broadcasted or transmitted in such a manner as would reasonably be calculated to attract a crowd or cause numbers of persons to congregate shall be prohibited between the hours of 1:00 am and 9:00 am daily.*

Section 15-80 shall read: It shall be unlawful to fire or discharge squibs, firecrackers, gunpowder or other combustible substances in the streets or elsewhere for the purpose of making noise or disturbance, except on *City Observed holidays and shall be prohibited daily between the hours of 1:00 am and 9:00 am*. ~~upon proclamation or by written permission of the mayor.~~ *Violators shall be issued a warning upon first offense and thereafter a fine of $500 for additional offenses.*

Financial Impact – There is no identifiable financial impact associated with this proposed ordinance amendment.

Proposed Action:

Staff will proceed at the direction of the City Commission.

Attachment:

ARTICLE V. - NOISE

Footnotes:
*--- (**2**) ---*
***Cross reference—** Regulation of entertainment at establishments selling alcoholic beverages, § 4-10 et seq.; keeping howling or barking dogs, § 5-18; noise by peddlers, § 13-160; sound amplifiers, musical instruments in parks and recreational areas, § 16-58.*
County Code reference—Noise generally, § 21-28.

Sec. 15-73. - Prohibited generally.

It shall be unlawful to make any loud, unnecessary, excessive or unusual noise within the city.

(Code 1955, § 16-43)

Sec. 15-74. - Near hospital or school.

It shall be unlawful for any person by himself or by the operation of any instrument, agency or vehicle, to make any unnecessary or unseemly noises within one hundred and fifty (150) feet of any portion of the grounds and premises on which is located a hospital or other institution reserved for the sick, or any school during school hours. The chief of police shall place, or cause to be placed as many signs as he may deem proper within or near zones hereby created, calling attention to the prohibition against unnecessary noises within such zones.

(Code 1955, § 16-44)

County Code reference—Noise near school, court, church or hospital, § 21-28(g).

Sec. 15-75. - Loud or unusual noises on streets.

(a) It shall be unlawful for any person to ring any hand bell, beat or strike any pan, pail or other like article, or sound any gong or blow any whistle or horn, or other than musical instrument when used as part of a band of music or orchestra, except to give necessary signals upon a motor vehicle, motorcycle, bicycle or similar vehicle or to cry out the sale of goods, wares or merchandise, or to make, aid, continue or encourage or assist in making any other loud or unusual noises on the streets of the city.

(b) It shall be unlawful and a violation of this section for any person, firm, partnership or corporation to play, broadcast or transmit music in such manner as would reasonably be calculated to attract a crowd or cause numbers of persons to congregate in or on any space, lot, yard, sidewalk or

street, or to permit the same to occur on or from any property owned, leased or occupied by said person, firm, partnership, or corporation in the city without first having obtained a temporary special permit to do so from the city manager and the police chief.

(c) The use of any amplifier or loudspeaker to play, broadcast or transmit music shall constitute prima facie evidence that the music is being played, broadcasted or transmitted in such a manner as would reasonably be calculated to attract a crowd or cause numbers of persons to congregate.

(d) Any person, firm, partnership or corporation who violates any provision of this section commits a misdemeanor of the second degree and shall upon conviction in a court of competent jurisdiction be punished by imprisonment in the county jail for not more than sixty (60) days, or a fine not more than five hundred ($500.00) dollars.

(Code 1955, § 16-9; Ord. No. 96-04, § 1, 2-28-96)

Sec. 15-76. - At soft drink stands, restaurants.

It shall be unlawful to blow, ring or sound any automobile horn, chime or bell on or about premises used in conjunction with the operation of any barbecue or soft drink stand or restaurant where such barbecue or soft drink stand or restaurant premises shall be located within a distance of three hundred (300) feet from improved residential property, unless such blowing, ringing or sounding shall be necessary for the protection of life or property.

(Code 1955, § 16-10)

Sec. 15-77. - Music prohibited if audible three hundred feet from source.

It shall be unlawful for any person owning, occupying or having charge of any building or premises or any part thereof, in the city, at any time to cause or suffer or allow any loud, unnecessary, excessive or unusual noises in the operation of any radio, phonograph or other mechanical sound-making device, or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician or group of musicians, or in the use of any device to amplify the music of any band, orchestra, musician or group of musicians, where the noise or music is plainly audible at a distance of three hundred (300) feet from the building, structure, vehicle or premises in which or from which it is produced. The fact that the noise or music is plainly audible at a distance of three hundred (300) feet from the vehicle or premises from which it originates constitutes prima facie evidence of a violation of this section.

(Code 1955, § 16-55)

County Code reference—Noise from sound amplifying devices, § 21-28(b).

Sec. 15-78. - Hours for jukeboxes.

It shall be unlawful to play or operate any juke organ or jukebox located in, on or about the premises of any barbecue or soft drink stand or restaurant between the hours of 11:00 p.m. and 7:00 a.m. of the following day, unless such barbecue or soft drink stand or restaurant premises shall be located more than three hundred (300) feet distant from improved residential property.

(Code 1955, § 16-40)

Cross reference— Regulation of coin-operated devices generally, § 13-92 et seq.

Note— See note preceding § 15-78.

Sec. 15-79. - Hours for use of noisy construction equipment.

It shall be unlawful for any person in conducting any building operations between the hours of 10:00 p.m. and 7:00 a.m., to the following day to operate or use any pile-driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other apparatus, the use of which is attended by loud or unusual noise, except by written permission of the city manager, and then only in case of emergency.

(Code 1955, § 16-13)

Sec. 15-80. - Discharging fireworks, combustibles.

It shall be unlawful to fire or discharge squibs, firecrackers, gunpowder or other combustible substances in the streets or elsewhere for the purpose of making noise or disturbance, except upon proclamation or by written permission of the mayor.

(Code 1955, § 16-45)

Cross reference— Discharging fireworks in parks, § 16-55.

State Law reference— Exploding fireworks, F.S. § 791.02.

County Code reference—Fireworks in or near county parks, § 26-1, Rule 17.

Sec. 15-81. - Noisy emission of steam, other gases.

It shall be unlawful to permit or cause the emission of steam or other gases if such emission cannot be done without the production of disturbing noises.

(Code 1955, § 16-46)

Sec. 15-82. - Noisy blower, power fan, internal combustion engine.

It shall be unlawful to operate or cause to be operated any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noises due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noises, so that the same shall not cause annoyance to the public or disturb the rest and quiet of persons residing or occupying property near enough thereto to be annoyed by the unmuffled blower, fan or exhaust of any such engine.

(Code 1955, § 16-47)

State Law reference— Exhaust systems for motor vehicles, F.S. § 316.272.

County Code references—Noisy exhausts, § 21-28(e); mufflers and prevention of vehicle noise, § 30-258.

Sec. 15-83. - Steam whistles.

It shall be unlawful to blow any steam whistles except as follows: For an alarm of fire; upon locomotive engines for the purpose only of giving necessary safety signals; upon stationary engines in factories or other industrial establishments at the time of beginning and quitting work in such establishments; upon vessels, crafts and floats for the purpose of giving only necessary marine signals. Air raid warning signals are hereby excepted.

(Code 1955, § 16-64)

County Code reference—Blowing of steam whistles, § 21-28(d).

Secs. 15-84—15-93. - Reserved.

Sponsored by: Interim City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka recognizes the importance of certain industrial uses located in the city; and

WHEREAS, the I-4 zoning district is currently the most intense zoning district in the City of Opa-Locka; and

WHEREAS, the I-4 zoning district, permits various automotive junkyards, used vehicle parts storage and sales and scrap metal facility operation type uses, but does not include various related uses which are less intense uses needed to support the permitted uses; and

WHEREAS, the City of Opa-Locka recognizes that certain less intense industrial uses should be permitted in the I-4 zoning district in order to support existing and future uses in the City; and.

WHEREAS, the City is expanding the permitted uses of the I-4 zoning district with the approval of a site plan, said additional uses shall include non-salvage, non-junkyard and non-scrap metal facility uses as follows:

1. Construction Trades & Equipment/Vehicle Storage;
2. Vehicle Recovery (Repossession) and Storage;
3. Tow Truck and Tow Vehicle Storage;
4. Shipping Container Storage Yard (For Lease/Sale)
5. Utility Vehicles, Equipment Parking & Storage

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 to permit additional uses with site plan review, said additional uses shall include non-salvage, non-junkyard and non-scrap metal facility uses as follows:

1. Construction Trades & Equipment/Vehicle Storage;
2. Vehicle Recovery (Repossession) and Storage;
3. Tow Truck and Tow Vehicle Storage;
4. Shipping Container Storage Yard (For Lease/Sale)
5. Utility Vehicles, Equipment Parking & Storage

as a permitted use in the I-4 zoning district in accordance with the attached Exhibit A.

SECTION 3. CONFLICT & REPEALER.
All ordinances, parts of ordinances or code provisions in conflict herewith ordinances are hereby repealed.

SECTION 4. SEVERABILITY.
If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. INCLUSION IN CODE.
It is the intention of the City Commission of the City of Opa- Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa- Locka and that the sections of this Ordinance may be renumbered or re -lettered and the word " Ordinance" may be changed to Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 6. 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 Interim 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 7. EFFECTIVE DATE.
This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa- Locka on second reading.

PASSED FIRST READING this _____ day of _____, 2025.

PASSED SECOND READING this _____ day of _____, 2025.

_____
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 Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____

EXHIBIT A

Sec, 22-81. Permitted Uses Table – Industrial Districts

Use	I-1	I-2	I-3	I-4
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	

Cement and clay products		SE		P
Commercialrecyclable material storage area	A	A	A	
Construction trades	P	P	P	P-Site Plan Review
Construction trailer - temporary	A	A	A	
Crematory/Embalmin	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE (sales only)		SE	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		
Industrial and office flex space	P		P	
Live/work spaces	SE			

Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P
Saw mills		P		P
Scrap metal yards				P
Shipping Container Storage Yard (Lease/Sale)				P-SP Rev.
Shipping Container	SE	SE	SE	SE

Architecture Retail and/or Office (stacking no more				
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	P
Tow Truck & Tow Vehicle Storage				P- Site Plan Review
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility Vehicles, & Equipment Parking & Storage				P- Site Plan Review
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**		
Interim City Manager:	Shamecca Lawson			**CM Signature**		
Commission Meeting Date:	01.08.2025		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance** X	**Other**
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading** X	**2nd Reading**
		X	**Public Hearing:** *(Enter X in box)*		**Yes** X / **No**	**Yes** X / **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** X	**No**	**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	Interim City Manager		**Department:** Planning & Community Development		City Manager	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) & STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING & STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-Locka recognizes the importance of certain industrial uses located in the city. The I-4 zoning district is currently the most intense zoning district in the City of Opa-Locka. The I-4 zoning district, permits various automotive junkyards, used vehicle parts storage and sales and scrap metal facility operation type uses, but does not include various related, less intense uses needed to support the permitted uses. The City of Opa-Locka recognizes that certain less intense

industrial uses should be permitted in the I-4 zoning district in order to support existing and future uses in the City.

The City is expanding the permitted uses of the I-4 zoning district to include additional non-salvage, non-junkyard and non-scrap metal facility uses as follows after site plan review:

1. Construction Trades & Equipment/Vehicle Storage;
2. Vehicle Recovery (Repossession) and Storage;
3. Tow Truck and Tow Vehicle Storage.
4. Shipping Container Storage Yard (For Lease/Sale)
5. Utility Vehicles, Equipment Parking & Storage

This amendment was presented to the Planning & Zoning Appeals Board who after review, recommended approval by a 4-0 Vote.

Financial Impact: Approval of this legislation poses no negative financial impact. Additionally, the City may generate increased revenue through business-related fees and permitting licenses.

Proposed Action:

PCD Staff recommends approval of this legislation.

Attachment:

Draft Ordinance
Zoning Matrix Industrial District
PZAB Meeting Minutes 11-19-24

CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on Wednesday, February 12, 2025 at 7:00 p.m., in the City Commission Chambers at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132)(A), ENTITLED "CALLING AND NOTICE"; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED "ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER"; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED "CONE OF SILENCE"; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED "RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION"; ARTICLE V, SECTION 13-102(A), ENTITLED "SALE OF SEIZED MACHINE; DISPOSITION OF MONIES"; ARTICLE III, SECTION 19-29(B), ENTITLED "PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM"; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED "EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES", TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART 77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on the scheduled meeting date.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

Joanna Flores, CMC
City Clerk
City of Opa-locka

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on Wednesday, FEBRUARY 12TH, 2025 at 6:00 P.M., the City of Hialeah planning and zoning board will hold A Public Hearing in the Council Chambers of City Hall, 3rd Floor, 501 Palm Avenue.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Petition to close, vacate, and abandon for public use the western portion of the 10-feet utility easement running east and west through portions of lots 5, 6, 7, 8, 9, 10, 11, 20, 21, 22, 23, 24, 25, and 26 of Block 100B of Hialeah 13th Addition as Amended in Plat Book 51 Page 68 of the Public Record of Miami-Dade County, Florida, encompassing approximately 2,804 square feet, more or less, contingent to relocation agreements with the City of Hialeah Public Works, FPL, AT&T, Florida City Gas, and Comcast.

Closing, vacating, and abandoning for public use a portion of the right-of-way located on East 27th Street, east of East 11th Avenue and west of the railroad tracks.

Rezoning properties from R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District) to TOD (Transit-Oriented Development District). Properties are located at 2590 East 9th Avenue, 851 East 25th Street, 865 East 25th Street, 879 East 25th Street, 899 East 25th Street, 820 East 26th Street, 824 East 26th Street, 830 East 26th Street, 838 East 26th Street, 846 East 26th Street, 854 East 26th Street, 860 East 26th Street, 866 East 26th Street, 874 East 26th Street, 880 East 26th Street, and 890 East 26th Street, Hialeah, zoned R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District).

Rezoning properties from R-1 (One-Family District) and R-2 (One-and Two-Family Residential District) to R-3-3 (Multiple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 40 residential units. Variance permit to allow residential use only, where mixed use is required; allow 28 units (70%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow front setback of 5 feet, where 10 feet built-to-line are required; allow rear setback of 5 feet, where 15 feet are required; allow 42 parking spaces, where 50 parking spaces are required, and allow 14.7% pervious area, where 30% pervious area is the minimum required. Properties are located at 4935 East 8th Avenue and 4955 East 8th Avenue, Hialeah, zoned R-1 (One-Family District) and R-2 (One- and Two-Family Residential District).

Rezoning properties from R-3 (Multiple-Family District) to R-3-3 (Multitple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 176 residential units; allow 80 units (45%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow rear setback of 12.2 feet, where 15 feet are required, and allow 12.2% pervious area, where 30% pervious area is the minimum required. Properties are located at 1155 West 24th Street, 1165 West 24th Street, 1175 West 24th Street, 1150 West 25th Street, 1160 West 25th Street, 1170 West 25th Street, 2415 West 12th Avenue, 2435 West 12th Avenue, 2465 West 12th Avenue, and 2495 West 12th Avenue, Hialeah, zoned R-3 (Multiple-Family District).

Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 18 residential units; allow 12 units (67%) with a total area of less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance permit to allow front setback of 7.1 feet, where 10 feet are required; allow interior west side setback of 10 feet, where 15 feet required, and to allow ?% of pervious area, where 30% is the minimum required. Properties are located at 167 East 6th Street, and 175 East 6th Street, Hialeah, zoned CBD (Central Business District).

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF TUESDAY, FEBRUARY 25TH, 2025.

Written objections must be filed prior to hearing date with the Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.
HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

DEVELOPMENT CITY OF OPA-LOCKA'S

ZONING MATRIX & DEVELOPMENT STANDARDS

I-1 LIGHT INDUSTRIAL

I-2 INDUSTRIAL PLANNED

I-3 LIBERAL 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	
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- After SP Review
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

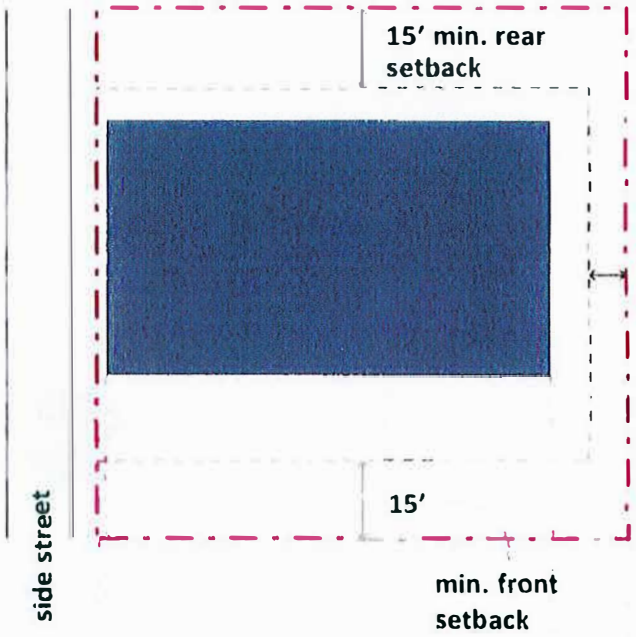
The Light Industrial District provides for intensive commercial developments, light industrial, and industrial and office flex space at appropriate locations.

Table of Standards

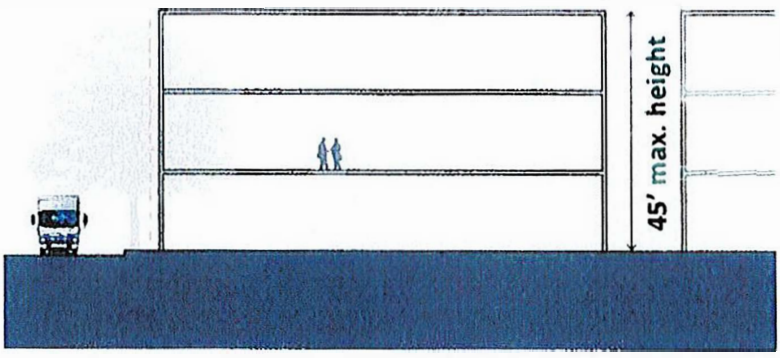
Standard	I-1
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f. For new industrial office flex space, a minimum project size of two acres.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped 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 per 400 sq ft
of Office



I-1 Light Industrial District



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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

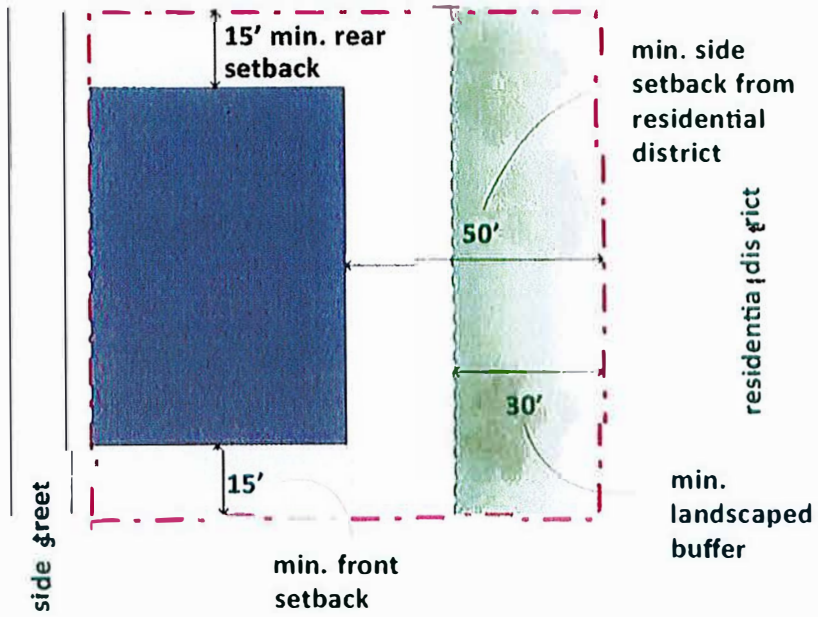
Standard	I-2
Intensity	1.0 Floor Area Ratio
Minimum Site Area	A minimum project size of two acres, which can be subdivided and sold/leased in lot sizes not less than 20,000 s.f.
Setbacks	Front and rear - 25 feet Side, street – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped 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

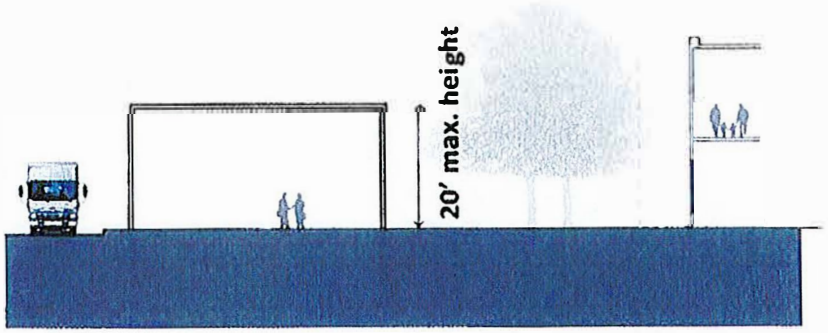
	vegetation, berms, graphic identification features, grounds, artwork, site illumination and sidewalks.

1.0
Per 2,500 sq ft
Parking Spaces
Required +

1 per 400 sq ft
of Office

I-2 INDUSTRIAL PLANNED 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

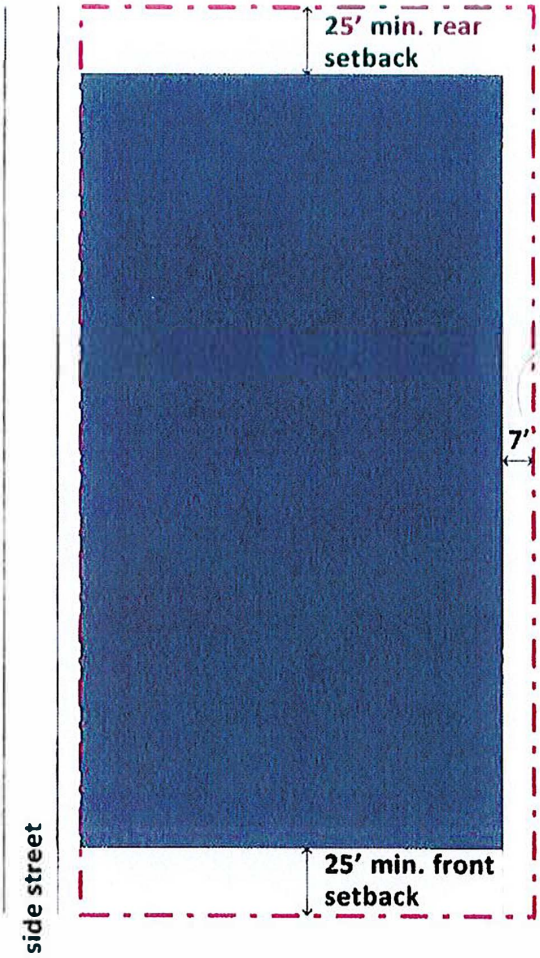
Standard	I-3
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Bonus 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

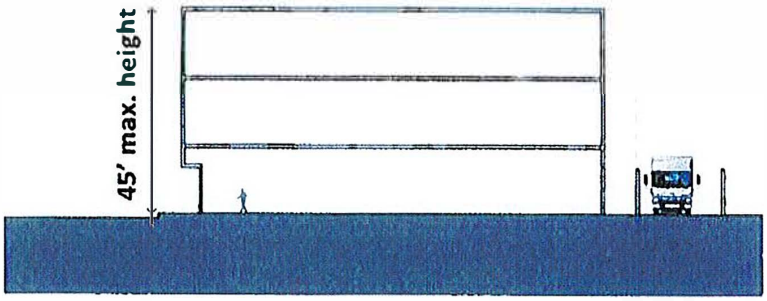
	15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

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
NOVEMBER 19, 2024, 5:30 P.M.

CALL TO ORDER

Chair Elio Guerrera called the Planning and Zoning Board meeting to order at 5:44 p.m. on November 19, 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: Chair Elio Guerrera, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes, Board Member Dawn Mangham, and Board Member Nikisha Williams.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, City Attorney Pam Booker, Economic Development Manager Solomon Bankole, and Planning and Zoning Board Clerk Diana Cheng.

2. **INVOCATION:**

Chair Guerrera gave the Invocation.

3. **PLEDGE OF ALLEGIANCE:**

All present stood for the Pledge of Allegiance.

4. **APPROVAL OF MINUTES:**

- **Approval of Minutes PZAB – 09/03/2024**

Motion made by Board Member Dominguez, and seconded by Board Member Mata, to approve the minutes for the Planning meeting on September third. In a roll call vote, the **motion** passed unanimously (4-0).

5. **PUBLIC HEARING:**

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Planning and Community Development Director Gregory Gay explained that this Application requests establishment of a place of religious worship, which requires special exception approval. The special exception process determines what conditions may apply to a particular location, whether or not there is adequate parking, and other requirements. The location in this case is a commercially zoned area.

Zoning Official Gerald Lee showed a PowerPoint presentation on the Application. The subject property is approximately 71,874 sq. ft. in size. The Applicant plans to use only Building B of the subject parcel. The zoning district is B-O, which includes office use. Zoning Code permits places of worship within the B-O district.

The City's land development regulations require special exception review to approve places of worship within the B-O zoning district. Special exception review requires that the following criteria be examined:

- The use must be in compliance with the City's Comprehensive Plan
- The use must be consistent with the character and purpose of the zoning district
- The size, shape, and character of the property are suited for the proposed use
- There must be compatibility with the existing uses near the property
- The use should not adversely affect the development of the general neighborhood or the district
- The use will not generate vehicular traffic or create vehicular circulation, ingress or egress problems, or parking demand that have an unfavorable impact on surrounding properties when compared to the uses permitted by right in the same district
- The use must not present the potential for fire and/or other hazards of equal or greater danger in the district
- The proposed development will not create unfavorable environmental impacts or surrounding uses, such as noise, smoke, glare, water pollution, or other impacts
- The use must be consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property
- The site must be adequately served by essential public services, such as water, sewer, drainage, and other requirements, and may not place an undue burden on infrastructure

- The use may not adversely affect any site or feature of historic, cultural, natural, or scenic importance
- The use may not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicit findings regarding the way in which granting the special exception would be contrary to the public health, safety, and welfare

Zoning Official Lee continued that the subject property includes buildings designated Building A and Building B. Building A is a school, while church operations would be located in Building B. The north end of the building would include the sanctuary, with office and administrative operations housed in the south part of that building.

With regard to compatibility, the subject B-O zoning district is surrounded by adjacent properties also zoned B-O on the same side of the street. There are also commercial properties zoned B-1 across the street to the north. Industrial uses are located to the west of the site; however, the site is insulated from these by commercial and residential uses. The surrounding land uses include Civic, Residential, and Commercial.

All the criteria listed above are met by the proposed use. It is Staff's conclusion that the Application does not contradict, create difficulty, or bring incompatible use to the area. Staff recommends approval of the Application.

Chair Guerrera asked if parking on the site is shared with the school building. Zoning Official Lee confirmed that while parking is shared, most of the church's operations will take place after the school's hours of operation, on Sundays, afternoons, and evenings rather than during school hours. The administrative facilities in Building B, which constitute a very small use, may operate Monday through Friday; however, the subject site has 50 parking spaces available exclusively for church use during the day, and on weekends the church may use the entire property.

A question was asked regarding the number of members who attend the church. Zoning Official Lee replied that he did not know the exact number of church members, but reiterated that there are more than 100 parking spaces available when the school is not open.

At this time Chair Guerrera opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE REGULATION OF EXISTING OUTDOOR OFF-PREMISE ADVERTISING DISPLAYS/BILLBOARDS**

("BILLBOARDS") LOCATED WITHIN THE CITY OF OPA-LOCKA; PROVIDING REQUIREMENTS FOR CONVERTING EXISTING, LEGALLY NONCONFORMING BILLBOARDS LOCATED WITHIN THE HIGH TRAFFIC AREAS INTO DIGITAL BILLBOARDS; PROVIDING CRITERIA FOR DISTANCE SEPARATION; PROVIDING VOLUNTARY FUNDING REQUIREMENTS AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Director Gay advised that this Item was deferred to a later date.

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE 1, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Application would allow businesses to use shipping containers for storage or office activities. Some businesses need to expand their operations beyond their existing footprints, and the use of shipping and/or metal containers allows them to do so in a timely and creative manner on a temporary basis.

Director Gay continued that while this particular use has been undertaken mostly on construction sites to provide on-site office operations, other businesses that need additional storage, possibly on a temporary basis, have the option of using these structures.

Zoning Official Lee stated that the proposed Ordinance would allow shipping containers to be repurposed in order to manage operations on an already-established site based on Florida Building Code. It will still be necessary to pull permits for the inclusion of these containers.

Zoning Official Lee continued this amendment would allow City residents and businesses may take advantage of a use that is already in Florida Building Code. Shipping containers are already repurposed and converted to uses allowed under Florida Building Code for residential and commercial use. Opa-locka already allows the use of these containers in industrial districts.

Zoning Official Lee stated that the primary advantages of using shipping containers include their ready availability as well as their multiple sizes. The containers are typically used in industrial districts for safety and security. They are easily moved from one part of a property to another and can also allow for greater speed when connected to an existing foundation, and the interior can be retrofitted more quickly than would be possible in building from the ground up. Manufactured containers are also stackable and can be used to create multiple levels.

Florida Building Code already allows for the use of metal containers in construction. The proposed Ordinance would support this permission and allow for the use of containers in additional districts.

Containers are also used for temporary purposes, such as construction or trade shows. The City hopes to go a step further by allowing these structures to be used on a permanent basis as a part of new development, where they will provide for a sturdier, more mobile, more easily configured, and faster-built space when adhering to the requirements of Florida Building Code.

Zoning Official Lee showed an example of the proposed use, pointing out that while a structure using containers may look rough from the outside, they provide safety, viability, and speed that can provide a significant return on investment. Other cities have allowed this type of use for some time. Staff recommends adding this Ordinance to the City's available options for building homes and/or commercial properties.

Chair Guerrera asked if the use of containers would also be accepted in residential areas as new development. Zoning Official Lee explained that the Ordinance would allow developers to incorporate containers into their properties as permitted by Florida Building Code. He emphasized that a developer may need to retrofit the inside of the container(s) in order to follow this Code.

Chair Guerrera asked if containers would be suitable additions to existing developments. Zoning Official Lee emphasized that this would be permitted as long as the use of the container follows Florida Building Code.

Director Gay noted that the photographic examples in the presentation show that containers are used in development. Some developments in South Florida include container construction that is modified by stucco and finishing, which make it more difficult to identify that containers are being used. Other applications at which containers are used may include "pop-up" events, stages, stores, parks, and others.

At this time Chair Guerrera opened the public hearing.

Arianna Jorge, business owner, provided photos of the prefabricated container used by her business. The structure is fully compliant with Miami-Dade County Code and is used for office purposes only. There is no plumbing, although the container has electricity and air-conditioning. She explained that this was a convenient solution for her business, as it grew very quickly and required expansion into office space.

Ms. Jorge continued that the container is pre-built and resembles an ordinary building on both the inside and outside. She is in the process of seeking a permit for the building, which would be the first office use of a shipping container in Opa-locka.

Motion made, and duly seconded, to approve the new coding in the City. In a roll call vote, the **motion** passed unanimously (4-0).

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101, FOR THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT TO INCREASE BUILDING HEIGHTS TO TEN STORIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay stated that this Ordinance would address the recently approved Historic Downtown Opa-locka District, which is a “stand-alone” zoning district focusing specifically on the Downtown area. When this district was created, the City took a conservative stance with regard to building heights, which are currently limited to seven stories. Over time, however, developers have approached the City to express interest in constructing taller buildings in the Downtown area. The City would like to consider this as a potential opportunity for development.

Staff has reached out to Miami-Dade Aviation, which provided a graphic of the takeoff and landing configurations in relation to the City. No runways extend directly toward Downtown, but instead move north or south of Downtown at angles. At the edges of the Airport property, the heights allowed are greater than the seven stories permitted within the Historic Downtown Opa-locka District.

Zoning Official Lee advised that Staff has entertained input from several different developers who wanted to build within Opa-locka. While the City offers density at up to 150 units per acre, it would be difficult to build this many units with a height limit of seven stories. He noted that zoning Code for the City’s mixed-use corridor allows up to eight stories, although this corridor does not cover the entire Downtown area.

The Historic Downtown Opa-locka District (HDOD) is a separate zoning district that is not considered commercial or industrial. Increasing the heights permitted within this

district would allow more mixed-use development which would make the area a destination and attract more people and services.

The intent behind creating the HDOD was to provide consistent zoning regulations while redefining the Downtown area as the City's center. This would allow for revitalization of underused areas and improvement of that segment of the City.

Zoning Official Lee continued that most developers indicated they wanted more height in order to attract good retail as well as a strong return on their investment in residential units. The requested increase in height would make the density more attainable and allow the developers to accommodate the cost of bringing in bottom-floor retail.

With respect to the Airport, Zoning Official Lee noted that for many years, proximity to that facility limited the heights to which a developer could build. When Staff reached out to Airport officials to discuss these heights, they determined that greater heights could be accommodated. Staff recommends approval of the Application.

Chair Guerrera requested clarification that the density parameters of the HDOD will not change: the only change would be to the height requirements, which would allow developers to more easily build to that density. Zoning Official Lee reiterated that the current limit of seven stories would not allow developers to build up to 110 or 120 units per acre rather than the permitted density. He estimated that most of the requested heights would be approximately 10 stories or 120 ft.

Director Gay advised that the height limitation provided to Staff through Federal Aviation Administration (FAA) was up to 125 ft. The permitted height may vary depending upon the type of building a developer is seeking to build. Strictly residential development may include a nine- to ten-foot floor plate; however, mixed-use development is proposed for the area, which may require a larger floor plate for the first two floors. If a parking garage is included, the floor heights may be lower for that area. He concluded that the number of stories would depend upon each project's design.

Director Gay further clarified that permission to build to a height of up to 120 ft. was provided on maps that show distance, direction, and angles from the Airport. Zoning Official Lee added that while height opportunities are being increased, the FAA will review all development plans to ensure that they meet the appropriate criteria based on that agency's regulations.

City Attorney Pam Booker noted that the Ordinance includes a typographical error in the eighth "Whereas" clause: the language in that clause should refer to 10 stories rather than 12.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve with the change in the "Whereas" clause to make it consistent with the title that it is 10 stories, not 12. In a roll call vote, the **motion** passed unanimously (4-0).

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) & STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING & STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Ordinance also provides an opportunity for the City to expand on uses in its industrial areas. The I-4 zoning district is typically associated with junkyards, scrap metal operations, and other challenging uses.

Because many other municipalities have eliminated these uses from their zoning Codes over time, Opa-locka is often seen as providing an opportunity for those uses. The Ordinance is an attempt to make I-4 zoning more flexible. Director Gay pointed out that most junkyard or scrap metal operations do not expand; however, there are other heavy industrial uses that could be developed in the City, including logistics and vehicle storage. These uses would be added to the I-4 zoning district.

Director Gay pointed out that uses such as logistics and vehicle storage are cleaner than junkyard or scrap metal operations, with a lesser overall impact on the City's infrastructure. The intent is to make the I-4 zoning district more integrative by adding these uses.

Zoning Official Lee recalled that for many years, certain areas of the City were home to only junkyards, salvage operations, scrap metal facilities, compacting/shredding of vehicles, and similar uses. The Miami-Dade Department of Environmental Resources Management (DERM) is currently attempting to ensure that uses comply with local, state, and federal Codes, some of which cannot be easily met by the businesses that have traditionally operated in those areas over the last 20 years.

Zoning Official Lee continued that it is in the City's best interest to expand the uses allowed within those areas, encouraging uses that are cleaner, that can comply with DERM requirements, and do not contaminate soil, water, or air. With this in mind, Staff examined additional uses that need a significant amount of property on which to operate. The proposed Ordinance would amend the Zoning Code to allow these uses, which include construction trades as well as equipment and vehicle storage.

Zoning Official Lee further clarified that vehicle recovery or repossession would allow vehicles to be kept on a site until the vehicle is paid for by some entity. Shipping container storage would mean containers are stacked to a certain level on the property before they are sold or leased to others. Utility vehicles and equipment include Florida Power and Light (FPL) and other utility providers' equipment. These uses would all offer low contamination to the air, water, or soil.

Staff recommends approval of the amendments to provide better use of the I-4 zoning district and attract more businesses to Opa-locka.

Chair Guerrera asked if current uses involving storage of vehicles and equipment would become nonconforming uses under the amendments. Zoning Official Lee explained that there would be no changes to the zoning districts in which these uses are already permitted: the City would instead expand where those uses may be located.

Chair Guerrera asked if an owner seeking to change the use of an area that currently includes uses that may result in contamination would need to mitigate the effects of that contamination. Zoning Official Lee confirmed this, pointing out that these facilities are already required to do so. DERM inspects these facilities annually in order to renew those uses' licenses; if they do not meet DERM's requirements, they would not receive approval to continue their operation, and the City is prohibited from issuing a business license for those uses until requirements have been met.

Board Member Hibbert Smith asked how many businesses such as those described by the Ordinance are already located in the Cairo Lane or Alexandra Drive areas. Zoning Official Lee clarified that while no such uses are currently licensed to be in those areas, the City has received inquiries from users such as equipment storage, vehicle recovery, and construction trades.

Director Gay also pointed out that sufficient acreage is a necessity for these types of uses. Many other municipalities do not have large areas with contiguous acreage, although Opa-locka does.

Chair Guerrera requested clarification of the current zoning category for these uses. It was clarified that this may be I-2 or I-3. Director Gay added that some businesses may be operating in locations where zoning has changed over time, which means they may have become legal nonconforming uses.

Zoning Official Lee called the Board members' attention to a slide showing the entire I-4 zoning district, stating that the intent is to allow new uses on a market-driven basis.

At this time Chair Guerrera opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Hibbert Smith, seconded by Board Member Mata, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT:

Director Gay advised that no Planning and Zoning Board meeting is anticipated for the month of December 2024 at this time. Staff will prepare a year-in-review document in 2025 to show the Board's impact on development in Opa-locka in 2024.

The meeting was adjourned at 6:50 p.m.

Sponsored by: Commissioner Santiago

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 19-26 of the City of Opa-Locka's Code of Ordinances, no public facility or street located in or owned by the City of Opa-Locka shall be named or renamed except in accordance with the applicable renaming procedures; and

WHEREAS, Section 19-28 of the City of Opa-Locka's Code of Ordinances requires that City Commission, sitting as the renaming committee, to consider the following:

i) the cost that changing the name of any street will have on existing property owners that may be impacted;

ii) whether any outstanding liens are owned by the person under consideration for the name change;

iii) have a discussion that one or more of the following minimum criteria can be established prior to passage a) Whether the name presented for renaming or the event represents a person or event of national recognition, significant and importance; or whether the name presented for renaming has contributed in a significant way to development and progress of the city and its residents; and

WHEREAS, the City Commission of the City of Opa-Locka desires to redesignate the Opa-Locka Police Station in recognition of Timothy Holmes' continued support for the City of Opa-Locka ("City") and as a long-time resident and Elected Official of Opa-Locka; and

WHEREAS, Former Commissioner Timothy Holmes has played a significant role in the progression of the City and has fought for change in the community. He has served as a mentor and has volunteered countless hours to the City. Having been referred to as the "Police Commissioner", it is deemed appropriate to redesignate this as the Opa-Locka Police Department Timothy Holmes Headquarters; and

WHEREAS, the allocation of Three Thousand, Five Hundred Dollars ($3,500.00) will be established to provide the appropriate recognition of Commissioner Timothy Holmes' service to the City. This expenditure will be funded through in-kind donations; and

WHEREAS, Section 19-29 of the City of Opa-Locka's Code of Ordinances requires, among other things, a public hearing before passage of this Ordinance with notice published at least ten (10) days prior to the hearing in a newspaper of general circulation within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to re-designate the City of Opa-Locka Police Department, to the "Opa-Locka Police Department Timothy Holmes Headquarters."

NOW THEREFORE, BE IT ORDAINED BY THE 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 approves the renaming of City of Opa-Locka Police Department, within the City of Opa-Locka to the "Opa-Locka Police Department Timothy Holmes Headquarters."

Section 3. 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 Interim 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. This Ordinance shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this _____ day of _____, 2025.

PASSED SECOND READING this _____ day of _____, 2025.

_____
John H. Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: _____

Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson			**ICM Signature:**				
Commission Meeting Date:	*01.08.2025*		**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	Commissioner Santiago		**Department:**		City Commission			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA RE-DESIGNATING THE OPA-LOCKA POLICE STATION AS THE OPA-LOCKA POLICE DEPARTMEMT TIMOTHY HOLMES HEADQUARTERS .

Staff Summary:

History: The City Commission desires to redesignate the Opa-locka Police Station in recognition of Timothy Holmes' continued support for the City and as a long-time resident and Elected Official of Opa-locka. Former Commissioner Timothy Holmes has played a significant role in the progression of the City and has fought for change in the community. He has served as a mentor and has volunteered countless hours to the City. Having served as the Police Commissioner, it is deemed appropriate to redesignate this as the Opa-locka Police Department Timothy Holmes Headquarters.

Financial Impact – The allocation of $3,500 will be established to provide the appropriate recognition of Commissioner Timothy Holmes' service to the City. This expenditure will be funded through in-kind donations.

Proposed Action:

Staff recommends the City Commission approve the legislation designating the Opa-locka Police Station as Opa-locka Police Department Timothy Holmes Headquarters.

Attachment:

CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on Wednesday, February 12, 2025 at 7:00 p.m., in the City Commission Chambers at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132)(A), ENTITLED "CALLING AND NOTICE"; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED "ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER"; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED "CONE OF SILENCE"; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED "RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION"; ARTICLE V, SECTION 13-102(A), ENTITLED "SALE OF SEIZED MACHINE; DISPOSITION OF MONIES"; ARTICLE III, SECTION 19-29(B), ENTITLED "PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM"; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED "EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES", TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART 77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on the scheduled meeting date.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

Joanna Flores, CMC
City Clerk
City of Opa-locka

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on Wednesday, FEBRUARY 12TH, 2025 at 6:00 P.M., the City of Hialeah planning and zoning board will hold A Public Hearing in the Council Chambers of City Hall, 3rd Floor, 501 Palm Avenue.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Petition to close, vacate, and abandon for public use the western portion of the 10-feet utility easement running east and west through portions of lots 5, 6, 7, 8, 9, 10, 11, 20, 21, 22, 23, 24, 25, and 26 of Block 100B of Hialeah 13th Addition as Amended in Plat Book 51 Page 68 of the Public Record of Miami-Dade County, Florida, encompassing approximately 2,804 square feet, more or less, contingent to relocation agreements with the City of Hialeah Public Works, FPL, AT&T, Florida City Gas, and Comcast.

Closing, vacating, and abandoning for public use a portion of the right-of-way located on East 27th Street, east of East 11th Avenue and west of the railroad tracks.

Rezoning properties from R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District) to TOD (Transit-Oriented Development District). Properties are located at 2590 East 9th Avenue, 851 East 25th Street, 865 East 25th Street, 879 East 25th Street, 899 East 25th Street, 820 East 26th Street, 824 East 26th Street, 830 East 26th Street, 838 East 26th Street, 846 East 26th Street, 854 East 26th Street, 860 East 26th Street, 866 East 26th Street, 874 East 26th Street, 880 East 26th Street, and 890 East 26th Street, Hialeah, zoned R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District).

Rezoning properties from R-1 (One-Family District) and R-2 (One-and Two-Family Residential District) to R-3-3 (Multiple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 40 residential units. Variance permit to allow residential use only, where mixed use is required; allow 28 units (70%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow front setback of 5 feet, where 10 feet built-to-line are required; allow rear setback of 5 feet, where 15 feet are required; allow 42 parking spaces, where 50 parking spaces are required, and allow 14.7% pervious area, where 30% pervious area is the minimum required. Properties are located at 4935 East 8th Avenue and 4955 East 8th Avenue, Hialeah, zoned R-1 (One-Family District) and R-2 (One- and Two-Family Residential District).

Rezoning properties from R-3 (Multiple-Family District) to R-3-3 (Multitple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 176 residential units; allow 80 units (45%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow rear setback of 12.2 feet, where 15 feet are required, and allow 12.2% pervious area, where 30% pervious area is the minimum required. Properties are located at 1155 West 24th Street, 1165 West 24th Street, 1175 West 24th Street, 1150 West 25th Street, 1160 West 25th Street, 1170 West 25th Street, 2415 West 12th Avenue, 2435 West 12th Avenue, 2465 West 12th Avenue, and 2495 West 12th Avenue, Hialeah, zoned R-3 (Multiple-Family District).

Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 18 residential units; allow 12 units (67%) with a total area of less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance permit to allow front setback of 7.1 feet, where 10 feet are required; allow interior west side setback of 10 feet, where 15 feet required, and to allow ?% of pervious area, where 30% is the minimum required. Properties are located at 167 East 6th Street, and 175 East 6th Street, Hialeah, zoned CBD (Central Business District).

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF TUESDAY, FEBRUARY 25TH, 2025.

Written objections must be filed prior to hearing date with the Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.
HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

Sponsored By: City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132)(A), ENTITLED "CALLING AND NOTICE"; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED "ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER"; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED "CONE OF SILENCE"; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED "RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION"; ARTICLE V, SECTION 13-102(A), ENTITLED "SALE OF SEIZED MACHINE; DISPOSITION OF MONIES"; ARTICLE III, SECTION 19-29(B), ENTITLED "PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM"; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED "EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES", TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain Florida statutory provisions require that public notices and advertisements of a municipality be given in the manner prescribed by state statute ("Legal Notices"); and

WHEREAS, specifically, Chapter 50, Florida Statutes, previously provided that legal notices were required to be published in a newspaper, and meet certain minimum requirements; and

WHEREAS, the City of Opa-Locka ("City"), consistent with the aforementioned statutory provisions, advertised and published its Legal Notices in newspapers of general circulation, which publication requirements are also incorporated into the City's Code of Ordinances ("Code"); and

WHEREAS, effective January 1, 2023, pursuant to House Bill 7049, Chapter 50, Florida Statutes, was amended to permit municipalities to publish all required Legal Notices on a "publicly accessible website", in lieu of utilizing a newspaper, as specified in Section 50.0311, Florida Statutes; and

WHEREAS, for purposes of Legal Notice under the newly amended Section 50.0311, Florida Statutes, "publicly accessible website" means a county's official website or other private website designated by a county for the posting of Legal Notices and advertisements that is accessible via the Internet; and

WHEREAS, Miami-Dade County (the "County") is in the process of designating a County-wide website for Legal Notices, as required in Florida Statutes, which the City is able to utilize for Legal Notices; and

WHEREAS, the newspaper historically utilized by the City for purposes of publishing its Legal Notices will no longer be providing said service, and with limited options available, and the significant costs associated with publishing on the one (1) remaining newspaper option in the City, the City Council finds that it is in the best interest in the City to avail itself of the ability to publish its Legal Notices on a publicly accessible website provided by the County for said purposes, as specified in Section 50.0311, Florida Statutes; and

WHEREAS, the City will proceed to publish annual notices in a newspaper of general circulation directing residents to the City's online notices as required in Florida Statutes, and also providing notice that property owners and residents may receive legal notices from the City by first-class mail or e-mail upon registering with the City; and

WHEREAS, in furtherance of publishing Legal Notice utilizing a publicly accessible website in lieu of a newspaper, as permitted by the recent amendments to Florida Statute, the City's Code needs to be amended accordingly; and

WHEREAS, the City Commission desires to amend the City of Opa-Locka's Code of Ordinances as provided herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article III, Division 3, Section 2-132(a), entitled "Calling and notice" to eliminate the requirement for newspaper publication and shall read:

(a)No action on any application shall be taken by any board or agency until a public hearing has been held upon at least seven (7) days' notice of the time and place of such hearing, published in ~~a daily newspaper of general circulation~~

accordance with applicable Florida Law, in Dade County, which publication shall include the time and place of the hearing before the proper board or agency.

Section 3. Amending Article VI, Division 1, Section 2-316(3)(b), entitled "Administrative policies; powers, duties and functions of city manager", to eliminate the requirement for newspaper publication and shall read:

(b) Development of procedures for the releasing of invitation for bids and request for proposals which shall include, but not be limited to, notice ~~a local newspaper of general circulation~~ *in accordance with applicable Florida Law*, twenty-eight (28) days prior to the date set for submittal of bids or proposals.

Section 4. Amending Article VI, Division 1, Section 2-320.2(d)(1), entitled "Cone of silence", to eliminate the requirement for newspaper publication and shall read:

(1)Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised in ~~a newspaper of general circulation~~ *accordance with applicable Florida Law*. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, the city attorney, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.

Section 5. Amending Chapter 8.5, Section 8.5-3(b), entitled "- Resolution calling election required; contents; publication", to eliminate the requirement for newspaper publication and shall read:

(b) Publication. The commission shall further authorize and direct the city clerk to give notice of the adoption of such resolution and of the provisions thereof hereinbefore prescribed, by and through the publication of an appropriate advertisements in ~~a daily newspaper of general circulation in the city~~ *accordance with applicable Florida Law*, at least fifteen (15) days before the day upon which such municipal election is to be held.

Section 6. Amending Article V, Section 13-102(a), entitled "Sale of seized machine; disposition of monies", to eliminate the requirement for newspaper publication and shall read:

(a)After the expiration of the ninety (90) day period, the chief of police shall sell any unredeemed machine seized by him pursuant to section 13-100 at public sale

after ten (10) days' notice in writing to the owner if he can be found, and by advertisement in ~~a newspaper of general circulation in the city~~ *accordance with applicable Florida Law*.

Section 7. Amending Article III, Section 19-29(b), entitled "Public hearing and naming by city commission; referendum", to eliminate the requirement for newspaper publication and shall read:

(b) Notice of a public hearing regarding the naming of a public facility or street shall be published at least ten (10) days prior to the hearing in ~~a newspaper of general circulation within the city~~ *accordance with applicable Florida Law*.

Section 8. Amending Article III, Division 1, Section 21-110(F), entitled "Exception for interim package treatment facilities", to eliminate the requirement for newspaper publication and shall read:

(F)SERVICE OF NOTICES, PROCESS. That any person who has apparent authority or control, actual or constructive, of the premises, shall be constituted and construed to be the agent of the applicant or its successors and assigns for the purposes of any notices served by the city or for service or process of the enforcement of conditions, representations and agreements contained herein, and such notices shall be deemed also to have been properly served if delivered to the premises of the said applicant or his assigns, or if mailed to the owner of the property or directed to, left or delivered to his address as shown on the records of the city. All notices relating to the operation and maintenance of such facilities affecting or likely to affect more than one owner, user or tenant shall be deemed to have been properly given or served on all such parties if advertised at least once in ~~a newspaper of general circulation within the city~~ *accordance with applicable Florida Law*.

Section 9. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 10. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 11. **Inclusion In Code.**

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 12. **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 Interim 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 13. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ___ day of _____ 2025.

PASSED SECOND READING this ___ day of _____ 2025.

_____
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 Santiago	_____
Commissioner Ervin	_____
Vice-Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Joanna Flores			**Department Director Signature:**		
Interim City Manager:	Sha'mecca Lawson			**CM Signature:**		
Commission Meeting Date:	*01/08/2025*	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
			X			
Fiscal Impact: *(Enter X in box)*	**Yes** / **No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
		Public Hearing: *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**	
	X			X	X	
Funding Source: *Account#:*	*(Enter Fund & Dept.)* Ex: 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		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING THE CODE WHERE NECESSARY TO DELETE ALL REFERENCES TO PUBLIC LEGAL NOTICES IN A NEWSPAPER OF GENERAL CIRCULATION AND TO EXPAND ITS OPTIONS FOR PUBLICATION TO INCLUDE PERMITTED SOURCES UNDER CHAPTER 50, FLORIDA STATUTES.

Staff Summary:

In accordance with Miami-Dade County's adoption of Resolution R-693-24, the City is no longer required to solely advertise in the local general circulation newspaper. Chapter 50 of the Florida Statutes allows for the City to expand its options for publication through permitted sources. Therefore, the City Commission desires to amend the City's Code, where necessary, to delete all references to public legal notices within newspaper advertisements.

Financial Impact: There is no financial impact for this item.

Proposed Action:

Staff recommends the approval to amend the City's Code referencing public legal notices in a newspaper of general circulation.

Attachment:

Sponsored by: Interim City Manager

ORDINANCE NO. 2025-XX-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLECT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is incumbent upon the City to ensure that properties are constructed and maintained in accordance with the City's Code of Ordinance, the City's Zoning Regulations and other City Codes, including but not limited to Building Code and life safety requirements; and

WHEREAS, pursuant to the 7th Edition (2020) of the Florida Building Code, Building Volume permits the use of intermodal shipping containers as commercial and residential buildings; and

WHEREAS, the Florida Building Code permits the use of Intermodal Shipping Containers (ISO) Repurposed as Buildings and Building Components; and

WHEREAS, the City desires to amend the Permitted Use Tables found in Sections 22-79, Permitted Use-Residential; 22-80, Permitted Use - Commercial; 22-81, Permitted Use-Industrial and 22-82, Permitted Use-Mixed Use & Civic District to allow the use of intermodal shipping containers as commercial and residential buildings as a permitted use in the City; and

WHEREAS, City Staff has been informed that new and used containers are being repurposed at an increasing rate and that they are being repurposed and converted into Florida Building Code, Residential and Florida Building Code, Building occupancy uses, such as office uses and as a building material, the applications are diverse as is the extent to which the container is used as a structural building element; and

WHEREAS, the primary benefits of using containers are availability, safety and security, strength and durability, mobility, speed of construction and containers were manufactured to be stackable; and

WHEREAS, Miami-Dade County and other local municipalities have adopted regulations to be able to utilize containers as prescribed by the Florida Building Code and the purpose of this Ordinance to permit use of containers in residential, commercial, industrial and civic zoning districts in accordance with the requirements of Miami-Dade County Code and Florida Building Code.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. ADOPTION OF REPRESENTATIONS.
The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby amends Article I, Chapter 7 Section 7-1 of the Code of Ordinances to allow the use of intermodal shipping containers as permitted uses in Section 22-79, entitled Permitted Use Table -Residential; Section 22-80, entitled Permitted Use Table – Commercial; Section 22-81, entitled Permitted Use Table - Industrial and SECTION 22-82, entitled Permitted Use Table – Mixed Use & Civic District, of the Land Development Regulations.

The City Commission of the City of Opa-locka hereby amends the City's Code of Ordinances, ARTICLE I, CHAPTER 7, SECTION 7-1, entitled **"LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS"** to state:

Sec. 7-1. - Florida Building Code applicable.

Pursuant to F.S. § 553.73, and the provisions of the Miami-Dade County Municipal Code, Chapter 8, the Florida Building Code, as amended from time to time, is hereby adopted as the building code of the city. The Florida Building Code includes the following four (4) volumes: Building, plumbing, mechanical, and fuel gas, and all appendices thereto, with the National Electrical Code adopted by reference. The Florida Building Code addresses container use as building structures for Residential, Commercial, Industrial and Mixed-Uses which was adopted by Miami-Dade County in Code of Ordinance Section 33-32. In the City of Opa-locka, this is applicable in Residential, Commercial, Industrial, Civic and Mixed-Use Zoning Districts.

SECTION 3. CONFLICT & REPEALER.
All ordinances, parts of ordinances or code provisions in conflict herewith ordinances are hereby repealed.

SECTION 4. SEVERABILITY.
If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. INCLUSION IN CODE.
It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa- Locka and that the sections of this Ordinance may be renumbered or re -lettered and the word " Ordinance" may be changed to Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 6. SCRIVENER' 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 Interim 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 8. EFFECTIVE DATE.
This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa- Locka on second reading.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

_____
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 Santiago	_____
Commissioner Ervin	_____
Vice-Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
Interim City Manager:	Shamecca Lawson			**ICM Signature**			
Commission Meeting Date:	January 22, 2025		**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	Interim City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLECT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

It is incumbent upon the city to ensure that properties are constructed and maintained in accordance with the City's Code of Ordinance, the City's Zoning regulations and other City Codes, including but not limited to the Florida Building Code and life safety requirements. It has been brought to the City's

attention that, under the 7th Edition (2020) Florida Building Code, Building Volume permits the use of intermodal shipping containers as commercial and residential buildings. It has also been brought to the City's attention that, the Florida Building Code permits the use of ISO Intermodal Shipping Containers Repurposed as Buildings and Building Components. City Staff has been informed that new and used containers are being repurposed at an increasing rate and that they are being repurposed and converted into Florida Building Code, Residential and Florida Building Code, Building occupancy uses, such as office uses and as a building material, the applications are diverse as is the extent to which the container is used as a structural building element.

The primary benefits of using containers are availability, safety, security, strength and durability, mobility, speed of construction and containers were manufactured to be stackable. Miami-Dade County and other local municipalities have adopted regulations to be able to utilize containers as prescribed by the Florida Building Code and the purpose of this Ordinance to permit use of containers in residential, commercial, industrial and civic zoning districts in accordance with the requirements of Miami-Dade County Code and the Florida Building Code.

This amendment was presented to the Planning & Zoning Appeals Board on November 19, 2024 to consider this request and after presentation, discussion and review they recommended approval by a 4-0 vote.

Financial Impact: Approval of this legislation poses no negative financial impact. Additionally, the City may generate increased revenue through business-related fees and permitting licenses.

Proposed Action:

PCD Staff recommends approval of this legislation.

Attachment:

Draft Ordinance
Section 7-1 Florida Building Code
Sec 33-32 Use of Metal Containers for Buildings & Additions
PZAB Meeting Minutes 11-19-24
Two Story Duplex Example Pics
PowerPoint Presentation – Container Use in Commercial-Residential Districts

CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on Wednesday, February 12, 2025 at 7:00 p.m., in the City Commission Chambers at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132)(A), ENTITLED "CALLING AND NOTICE"; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED "ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER"; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED "CONE OF SILENCE"; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED "RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION"; ARTICLE V, SECTION 13-102(A), ENTITLED "SALE OF SEIZED MACHINE; DISPOSITION OF MONIES"; ARTICLE III, SECTION 19-29(B), ENTITLED "PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM"; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED "EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES", TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART 77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on the scheduled meeting date.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

Joanna Flores, CMC
City Clerk
City of Opa-locka

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on Wednesday, FEBRUARY 12TH, 2025 at 6:00 P.M., the City of Hialeah planning and zoning board will hold A Public Hearing in the Council Chambers of City Hall, 3rd Floor, 501 Palm Avenue.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Petition to close, vacate, and abandon for public use the western portion of the 10-feet utility easement running east and west through portions of lots 5, 6, 7, 8, 9, 10, 11, 20, 21, 22, 23, 24, 25, and 26 of Block 100B of Hialeah 13th Addition as Amended in Plat Book 51 Page 68 of the Public Record of Miami-Dade County, Florida, encompassing approximately 2,804 square feet, more or less, contingent to relocation agreements with the City of Hialeah Public Works, FPL, AT&T, Florida City Gas, and Comcast.

Closing, vacating, and abandoning for public use a portion of the right-of-way located on East 27th Street, east of East 11th Avenue and west of the railroad tracks.

Rezoning properties from R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District) to TOD (Transit-Oriented Development District). Properties are located at 2590 East 9th Avenue, 851 East 25th Street, 865 East 25th Street, 879 East 25th Street, 899 East 25th Street, 820 East 26th Street, 824 East 26th Street, 830 East 26th Street, 838 East 26th Street, 846 East 26th Street, 854 East 26th Street, 860 East 26th Street, 866 East 26th Street, 874 East 26th Street, 880 East 26th Street, and 890 East 26th Street, Hialeah, zoned R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District).

Rezoning properties from R-1 (One-Family District) and R-2 (One-and Two-Family Residential District) to R-3-3 (Multiple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 40 residential units. Variance permit to allow residential use only, where mixed use is required; allow 28 units (70%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow front setback of 5 feet, where 10 feet built-to-line are required; allow rear setback of 5 feet, where 15 feet are required; allow 42 parking spaces, where 50 parking spaces are required, and allow 14.7% pervious area, where 30% pervious area is the minimum required. Properties are located at 4935 East 8th Avenue and 4955 East 8th Avenue, Hialeah, zoned R-1 (One-Family District) and R-2 (One- and Two-Family Residential District).

Rezoning properties from R-3 (Multiple-Family District) to R-3-3 (Multitple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 176 residential units; allow 80 units (45%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow rear setback of 12.2 feet, where 15 feet are required, and allow 12.2% pervious area, where 30% pervious area is the minimum required. Properties are located at 1155 West 24th Street, 1165 West 24th Street, 1175 West 24th Street, 1150 West 25th Street, 1160 West 25th Street, 1170 West 25th Street, 2415 West 12th Avenue, 2435 West 12th Avenue, 2465 West 12th Avenue, and 2495 West 12th Avenue, Hialeah, zoned R-3 (Multiple-Family District).

Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 18 residential units; allow 12 units (67%) with a total area of less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance permit to allow front setback of 7.1 feet, where 10 feet are required; allow interior west side setback of 10 feet, where 15 feet required, and to allow ?% of pervious area, where 30% is the minimum required. Properties are located at 167 East 6th Street, and 175 East 6th Street, Hialeah, zoned CBD (Central Business District).

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF TUESDAY, FEBRUARY 25TH, 2025.

Written objections must be filed prior to hearing date with the Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.
HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

DRAFT

MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
NOVEMBER 19, 2024, 5:30 P.M.

CALL TO ORDER

Chair Elio Guerrera called the Planning and Zoning Board meeting to order at 5:44 p.m. on November 19, 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: Chair Elio Guerrera, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes, Board Member Dawn Mangham, and Board Member Nikisha Williams.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, City Attorney Pam Booker, Economic Development Manager Solomon Bankole, and Planning and Zoning Board Clerk Diana Cheng.

2. **INVOCATION:**

Chair Guerrera gave the Invocation.

3. **PLEDGE OF ALLEGIANCE:**

All present stood for the Pledge of Allegiance.

4. **APPROVAL OF MINUTES:**

- **Approval of Minutes PZAB – 09/03/2024**

Motion made by Board Member Dominguez, and seconded by Board Member Mata, to approve the minutes for the Planning meeting on September third. In a roll call vote, the **motion** passed unanimously (4-0).

5. **PUBLIC HEARING:**

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Planning and Community Development Director Gregory Gay explained that this Application requests establishment of a place of religious worship, which requires special exception approval. The special exception process determines what conditions may apply to a particular location, whether or not there is adequate parking, and other requirements. The location in this case is a commercially zoned area.

Zoning Official Gerald Lee showed a PowerPoint presentation on the Application. The subject property is approximately 71,874 sq. ft. in size. The Applicant plans to use only Building B of the subject parcel. The zoning district is B-O, which includes office use. Zoning Code permits places of worship within the B-O district.

The City's land development regulations require special exception review to approve places of worship within the B-O zoning district. Special exception review requires that the following criteria be examined:

- The use must be in compliance with the City's Comprehensive Plan
- The use must be consistent with the character and purpose of the zoning district
- The size, shape, and character of the property are suited for the proposed use
- There must be compatibility with the existing uses near the property
- The use should not adversely affect the development of the general neighborhood or the district
- The use will not generate vehicular traffic or create vehicular circulation, ingress or egress problems, or parking demand that have an unfavorable impact on surrounding properties when compared to the uses permitted by right in the same district
- The use must not present the potential for fire and/or other hazards of equal or greater danger in the district
- The proposed development will not create unfavorable environmental impacts or surrounding uses, such as noise, smoke, glare, water pollution, or other impacts
- The use must be consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property
- The site must be adequately served by essential public services, such as water, sewer, drainage, and other requirements, and may not place an undue burden on infrastructure

- The use may not adversely affect any site or feature of historic, cultural, natural, or scenic importance
- The use may not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicit findings regarding the way in which granting the special exception would be contrary to the public health, safety, and welfare

Zoning Official Lee continued that the subject property includes buildings designated Building A and Building B. Building A is a school, while church operations would be located in Building B. The north end of the building would include the sanctuary, with office and administrative operations housed in the south part of that building.

With regard to compatibility, the subject B-O zoning district is surrounded by adjacent properties also zoned B-O on the same side of the street. There are also commercial properties zoned B-1 across the street to the north. Industrial uses are located to the west of the site; however, the site is insulated from these by commercial and residential uses. The surrounding land uses include Civic, Residential, and Commercial.

All the criteria listed above are met by the proposed use. It is Staff's conclusion that the Application does not contradict, create difficulty, or bring incompatible use to the area. Staff recommends approval of the Application.

Chair Guerrera asked if parking on the site is shared with the school building. Zoning Official Lee confirmed that while parking is shared, most of the church's operations will take place after the school's hours of operation, on Sundays, afternoons, and evenings rather than during school hours. The administrative facilities in Building B, which constitute a very small use, may operate Monday through Friday; however, the subject site has 50 parking spaces available exclusively for church use during the day, and on weekends the church may use the entire property.

A question was asked regarding the number of members who attend the church. Zoning Official Lee replied that he did not know the exact number of church members, but reiterated that there are more than 100 parking spaces available when the school is not open.

At this time Chair Guerrera opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE REGULATION OF EXISTING OUTDOOR OFF-PREMISE ADVERTISING DISPLAYS/BILLBOARDS**

("BILLBOARDS") LOCATED WITHIN THE CITY OF OPA-LOCKA; PROVIDING REQUIREMENTS FOR CONVERTING EXISTING, LEGALLY NONCONFORMING BILLBOARDS LOCATED WITHIN THE HIGH TRAFFIC AREAS INTO DIGITAL BILLBOARDS; PROVIDING CRITERIA FOR DISTANCE SEPARATION; PROVIDING VOLUNTARY FUNDING REQUIREMENTS AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Director Gay advised that this Item was deferred to a later date.

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE 1, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Application would allow businesses to use shipping containers for storage or office activities. Some businesses need to expand their operations beyond their existing footprints, and the use of shipping and/or metal containers allows them to do so in a timely and creative manner on a temporary basis.

Director Gay continued that while this particular use has been undertaken mostly on construction sites to provide on-site office operations, other businesses that need additional storage, possibly on a temporary basis, have the option of using these structures.

Zoning Official Lee stated that the proposed Ordinance would allow shipping containers to be repurposed in order to manage operations on an already-established site based on Florida Building Code. It will still be necessary to pull permits for the inclusion of these containers.

Zoning Official Lee continued this amendment would allow City residents and businesses may take advantage of a use that is already in Florida Building Code. Shipping containers are already repurposed and converted to uses allowed under Florida Building Code for residential and commercial use. Opa-locka already allows the use of these containers in industrial districts.

Zoning Official Lee stated that the primary advantages of using shipping containers include their ready availability as well as their multiple sizes. The containers are typically used in industrial districts for safety and security. They are easily moved from one part of a property to another and can also allow for greater speed when connected to an existing foundation, and the interior can be retrofitted more quickly than would be possible in building from the ground up. Manufactured containers are also stackable and can be used to create multiple levels.

Florida Building Code already allows for the use of metal containers in construction. The proposed Ordinance would support this permission and allow for the use of containers in additional districts.

Containers are also used for temporary purposes, such as construction or trade shows. The City hopes to go a step further by allowing these structures to be used on a permanent basis as a part of new development, where they will provide for a sturdier, more mobile, more easily configured, and faster-built space when adhering to the requirements of Florida Building Code.

Zoning Official Lee showed an example of the proposed use, pointing out that while a structure using containers may look rough from the outside, they provide safety, viability, and speed that can provide a significant return on investment. Other cities have allowed this type of use for some time. Staff recommends adding this Ordinance to the City's available options for building homes and/or commercial properties.

Chair Guerrera asked if the use of containers would also be accepted in residential areas as new development. Zoning Official Lee explained that the Ordinance would allow developers to incorporate containers into their properties as permitted by Florida Building Code. He emphasized that a developer may need to retrofit the inside of the container(s) in order to follow this Code.

Chair Guerrera asked if containers would be suitable additions to existing developments. Zoning Official Lee emphasized that this would be permitted as long as the use of the container follows Florida Building Code.

Director Gay noted that the photographic examples in the presentation show that containers are used in development. Some developments in South Florida include container construction that is modified by stucco and finishing, which make it more difficult to identify that containers are being used. Other applications at which containers are used may include "pop-up" events, stages, stores, parks, and others.

At this time Chair Guerrera opened the public hearing.

Arianna Jorge, business owner, provided photos of the prefabricated container used by her business. The structure is fully compliant with Miami-Dade County Code and is used for office purposes only. There is no plumbing, although the container has electricity and air-conditioning. She explained that this was a convenient solution for her business, as it grew very quickly and required expansion into office space.

Ms. Jorge continued that the container is pre-built and resembles an ordinary building on both the inside and outside. She is in the process of seeking a permit for the building, which would be the first office use of a shipping container in Opa-locka.

Motion made, and duly seconded, to approve the new coding in the City. In a roll call vote, the **motion** passed unanimously (4-0).

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101, FOR THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT TO INCREASE BUILDING HEIGHTS TO TEN STORIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay stated that this Ordinance would address the recently approved Historic Downtown Opa-locka District, which is a “stand-alone” zoning district focusing specifically on the Downtown area. When this district was created, the City took a conservative stance with regard to building heights, which are currently limited to seven stories. Over time, however, developers have approached the City to express interest in constructing taller buildings in the Downtown area. The City would like to consider this as a potential opportunity for development.

Staff has reached out to Miami-Dade Aviation, which provided a graphic of the takeoff and landing configurations in relation to the City. No runways extend directly toward Downtown, but instead move north or south of Downtown at angles. At the edges of the Airport property, the heights allowed are greater than the seven stories permitted within the Historic Downtown Opa-locka District.

Zoning Official Lee advised that Staff has entertained input from several different developers who wanted to build within Opa-locka. While the City offers density at up to 150 units per acre, it would be difficult to build this many units with a height limit of seven stories. He noted that zoning Code for the City’s mixed-use corridor allows up to eight stories, although this corridor does not cover the entire Downtown area.

The Historic Downtown Opa-locka District (HDOD) is a separate zoning district that is not considered commercial or industrial. Increasing the heights permitted within this

district would allow more mixed-use development which would make the area a destination and attract more people and services.

The intent behind creating the HDOD was to provide consistent zoning regulations while redefining the Downtown area as the City's center. This would allow for revitalization of underused areas and improvement of that segment of the City.

Zoning Official Lee continued that most developers indicated they wanted more height in order to attract good retail as well as a strong return on their investment in residential units. The requested increase in height would make the density more attainable and allow the developers to accommodate the cost of bringing in bottom-floor retail.

With respect to the Airport, Zoning Official Lee noted that for many years, proximity to that facility limited the heights to which a developer could build. When Staff reached out to Airport officials to discuss these heights, they determined that greater heights could be accommodated. Staff recommends approval of the Application.

Chair Guerrera requested clarification that the density parameters of the HDOD will not change: the only change would be to the height requirements, which would allow developers to more easily build to that density. Zoning Official Lee reiterated that the current limit of seven stories would not allow developers to build up to 110 or 120 units per acre rather than the permitted density. He estimated that most of the requested heights would be approximately 10 stories or 120 ft.

Director Gay advised that the height limitation provided to Staff through Federal Aviation Administration (FAA) was up to 125 ft. The permitted height may vary depending upon the type of building a developer is seeking to build. Strictly residential development may include a nine- to ten-foot floor plate; however, mixed-use development is proposed for the area, which may require a larger floor plate for the first two floors. If a parking garage is included, the floor heights may be lower for that area. He concluded that the number of stories would depend upon each project's design.

Director Gay further clarified that permission to build to a height of up to 120 ft. was provided on maps that show distance, direction, and angles from the Airport. Zoning Official Lee added that while height opportunities are being increased, the FAA will review all development plans to ensure that they meet the appropriate criteria based on that agency's regulations.

City Attorney Pam Booker noted that the Ordinance includes a typographical error in the eighth "Whereas" clause: the language in that clause should refer to 10 stories rather than 12.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve with the change in the "Whereas" clause to make it consistent with the title that it is 10 stories, not 12. In a roll call vote, the **motion** passed unanimously (4-0).

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) & STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING & STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Ordinance also provides an opportunity for the City to expand on uses in its industrial areas. The I-4 zoning district is typically associated with junkyards, scrap metal operations, and other challenging uses.

Because many other municipalities have eliminated these uses from their zoning Codes over time, Opa-locka is often seen as providing an opportunity for those uses. The Ordinance is an attempt to make I-4 zoning more flexible. Director Gay pointed out that most junkyard or scrap metal operations do not expand; however, there are other heavy industrial uses that could be developed in the City, including logistics and vehicle storage. These uses would be added to the I-4 zoning district.

Director Gay pointed out that uses such as logistics and vehicle storage are cleaner than junkyard or scrap metal operations, with a lesser overall impact on the City's infrastructure. The intent is to make the I-4 zoning district more integrative by adding these uses.

Zoning Official Lee recalled that for many years, certain areas of the City were home to only junkyards, salvage operations, scrap metal facilities, compacting/shredding of vehicles, and similar uses. The Miami-Dade Department of Environmental Resources Management (DERM) is currently attempting to ensure that uses comply with local, state, and federal Codes, some of which cannot be easily met by the businesses that have traditionally operated in those areas over the last 20 years.

Zoning Official Lee continued that it is in the City's best interest to expand the uses allowed within those areas, encouraging uses that are cleaner, that can comply with DERM requirements, and do not contaminate soil, water, or air. With this in mind, Staff examined additional uses that need a significant amount of property on which to operate. The proposed Ordinance would amend the Zoning Code to allow these uses, which include construction trades as well as equipment and vehicle storage.

Zoning Official Lee further clarified that vehicle recovery or repossession would allow vehicles to be kept on a site until the vehicle is paid for by some entity. Shipping container storage would mean containers are stacked to a certain level on the property before they are sold or leased to others. Utility vehicles and equipment include Florida Power and Light (FPL) and other utility providers' equipment. These uses would all offer low contamination to the air, water, or soil.

Staff recommends approval of the amendments to provide better use of the I-4 zoning district and attract more businesses to Opa-locka.

Chair Guerrera asked if current uses involving storage of vehicles and equipment would become nonconforming uses under the amendments. Zoning Official Lee explained that there would be no changes to the zoning districts in which these uses are already permitted: the City would instead expand where those uses may be located.

Chair Guerrera asked if an owner seeking to change the use of an area that currently includes uses that may result in contamination would need to mitigate the effects of that contamination. Zoning Official Lee confirmed this, pointing out that these facilities are already required to do so. DERM inspects these facilities annually in order to renew those uses' licenses; if they do not meet DERM's requirements, they would not receive approval to continue their operation, and the City is prohibited from issuing a business license for those uses until requirements have been met.

Board Member Hibbert Smith asked how many businesses such as those described by the Ordinance are already located in the Cairo Lane or Alexandra Drive areas. Zoning Official Lee clarified that while no such uses are currently licensed to be in those areas, the City has received inquiries from users such as equipment storage, vehicle recovery, and construction trades.

Director Gay also pointed out that sufficient acreage is a necessity for these types of uses. Many other municipalities do not have large areas with contiguous acreage, although Opa-locka does.

Chair Guerrera requested clarification of the current zoning category for these uses. It was clarified that this may be I-2 or I-3. Director Gay added that some businesses may be operating in locations where zoning has changed over time, which means they may have become legal nonconforming uses.

Zoning Official Lee called the Board members' attention to a slide showing the entire I-4 zoning district, stating that the intent is to allow new uses on a market-driven basis.

At this time Chair Guerrera opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Hibbert Smith, seconded by Board Member Mata, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT:

Director Gay advised that no Planning and Zoning Board meeting is anticipated for the month of December 2024 at this time. Staff will prepare a year-in-review document in 2025 to show the Board's impact on development in Opa-locka in 2024.

The meeting was adjourned at 6:50 p.m.

Sponsored by: City Manager

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-Locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-Locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the intention of this section is to develop the Historic Downtown Opa-Locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain; and

WHEREAS, the overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community; and

WHEREAS, the Planning and Zoning Board of the City of Opa-Locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-Locka District and provided a recommendation of approval. The district shall be included within the City's Land Development Regulations as Article IV, Section 22-101.

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

SECTION 1. Incorporation of Recitals.
The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Historic Downtown Opa-Locka District.
The City Commission of the City of Opa-Locka hereby approves an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption and implementation of the Historic Downtown Opa-Locka District, for inclusion within the City's Land Development Regulations as Article IV, Section 22-101. A copy of the code amendment is attached hereto as Exhibit "A".

SECTION 3. Severability.
The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 4. 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 without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5. Effective Date.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this 8th day of December 2021.

PASSED SECOND READING this 12th day of January 2022.

Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Taylor

Seconded by: Commissioner Bass

VOTE:	**5-0**
Commissioner Bass	YES
Commissioner Davis	YES
Commissioner Dominguez	YES
Vice Mayor Taylor	YES
Mayor Williams	YES

CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, January 12, 2022 at 7:00 p.m.,** at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 2, ARTICLE XI, DIVISION 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED "HISTORIC ENVIRONMENTAL PRESERVATION BOARD" TO ESTABLISH MINIMUM STANDARDS FOR MUNICIPAL HISTORIC PRESERVATION PROGRAMS AS SET FORTH IN THE MIAMI-DADE COUNTY HISTORIC PRESERVATION ORDINANCE SECTION 16A-3.1; PROVIDING FOR BOARD ORGANIZATION AND QUALIFICATIONS; BOARD DUTIES AND RESPONSIBILITIES; SCOPE OF REGULATIONS; DEFINITIONS; ADMINISTRATION AND ENFORCEMENT RULES AND REGULATIONS; SITE/DISTRICT/ZONE DESIGNATION PROCESS AND PROCEDURES; DEMOLITION PROCESS AND PROCEDURES; PROCEDURES FOR MAINTENANCE OF DESIGNATED PROPERTIES; CERTIFICATE TO DIG PROCEDURES; AN APPEALS PROCESS; PENALTIES AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-04, FOR THE ALI-BABA NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 45 ACRES, BOUNDED ON THE EAST BY N.W. 17TH AVENUE, ON THE WEST BY N.W. 22ND AVENUE, ON THE NORTH BY N.W. 151ST STREET, AND ON THE SOUTH BY N.W. ALI BABA AVENUE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-11, FOR THE EAST-WEST SAFE NEIGHBORHOOD DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 100 ACRES, BOUNDED ON THE EAST BY N.W. 17TH AVENUE, ON THE WEST BY N.W. 22ND AVENUE, ON THE NORTH BY N.W. 141ST STREET, AND ON THE SOUTH BY N.W. 135TH STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-05, FOR THE NILE GARDENS NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 320 ACRES, BOUNDED ON THE EAST BY N.W. 27TH AVENUE, ON THE WEST BY ALEXANDRIA DRIVE, ON THE NORTH BY N.W. 135TH STREET, AND ON THE SOUTH BY N.W. 128TH STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE THE MOORISH REVIVAL STYLE DESIGN HANDBOOK; PROVIDING FOR DEFINITIONS, PERMIT AND SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-102, CREATING THE OPA-LOCKA INNOVATION DISTRICT, PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES, PROVIDING FOR DEVELOPMENT REGULATIONS AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE VARIANCE REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REVIEW FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above item may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, January 12, 2022.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka

City of Opa-Locka
Agenda Cover Memo

Department Director:	Gregory Gay			**Department Director Signature:**				
Finance Director:				**FD Signature: Department**				
City Manager:	John E. Pate			**CM Signature:**				
Commission Meeting Date:	12-8-21		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
					X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					X			
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex: PTP		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bi#: N/A**					
		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** ☐ **Communcation** ☐					
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager			

Short Title:

AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS PURUSANT TO ARTICLE V – CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. , the intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and

functional buildings where people can reside, work and entertain. the Planning and Zoning Board of the City of Opa-locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-locka District and provided a recommendation of approval.

Proposed Action:

Staff has recommended approval of this legislation.

Attachment:

Draft Ordinance LDR Amendment Article V Historic Downtown Opa-locka District.

ORDINANCE NO.

AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS PURUSANT TO ARTICLE V - CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain; and

WHEREAS, the overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community; and

WHEREAS, , the Planning and Zoning Board of the City of Opa-locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-locka District and provided a recommendation of approval..

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Incorporation of Recitals.
The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Historic Downtown Opa-locka District.
The City Commission of the City of Opa-locka hereby approves an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption and implementation of the Historic Downtown Opa-locka District. A copy of the code amendment is attached hereto as Exhibit "A".

SECTION 3. **Severability.**
The provisions of this Ordinance are severable and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 4. Scrivener's Errors.

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

SECTION 5. Effective Date.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2021.

_____
Elio Guerrero, Chairman

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: _____

Seconded by: _____

VOTE:

Section 22-97. – HISTORIC DOWNTOWN OPA-LOCKA DISTRICT

(A) Purpose and intent.

The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. The zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations. The intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain. The intent of the city in adopting the Historic Downtown Opa-Locka District Ordinance is to:

(1) Define the boundaries of the historic downtown district;

(2) Expand the economic base of the city, by providing additional employment opportunities and additional revenues to the city and the region by making the area of the district more attractive in ways that can increase commerce and tourism which will assist in the development of specific plans that will allow for large scale social events and activities within the district to consider the city when choosing their sites;

(3) Provide the basis for the continued and expanded support for initiatives that will cause the district to be considered as a destination for large scale events and activities in conformance with the goals and objectives of other city policies;

(4) Enhance the area encompassed by the district through programs that will attract workers, residents and visitors to active public spaces and gathering places and create a pedestrian friendly environment;

(5) Develop programs to further enhance the pedestrian environment through the establishment of unique streetscape design guidelines providing additional signage opportunities.

(B) Establishment of the district.

The Historic Downtown Opa-locka District shall be established as an area of the city where it has been found that programs which will contribute to economic development through the development of a more active streetscape should be undertaken. The district shall have the following territorial boundaries: Starting from a point in the centerline of Northwest 27th Avenue and Ali Baba Avenue, proceeding west along Ali Baba Avenue /the CRX Railroad ROW including the northern portion of Burlington Street to NW 37th Avenue, North towards Sabur Lane and west to Sharazad Boulevard, Historic City Hall –Sherbondy Village Community Center Complex on the north side and curve East to back to NW 27th Avenue.

(C) Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block means a combination of building lots, the perimeter of which abuts a public right-of-way or public space.

Block face means the right-of-way line that delineates a block edge.

Building height means a limit to the vertical extent of a building measured in feet above grade. Building height shall be measured in feet from the average elevation of the affronting curb to the eave line.

Civic uses means premises used primarily for public education, cultural performances, gatherings and displays administered by not-for-profit cultural, educational, governmental and religious organizations.

Carmenes means secluded inner gardens or courtyards with private-public features such as fountains, benches and ornamental architecture.

Colonnade means a roofed structure, extending over the sidewalk, open to the street except for supporting columns or piers.

Courtyard garden means a grade level garden enclosed on at least three sides, at least two sides by building walls and on its remaining sides by fences or garden walls, with a minimum 30 percent of its area landscaped. The street opening to the courtyard garden shall not exceed the width of the street or square that it fronts.

Curb radius means the curved edge of street paving at an intersection, measured to the inside travel edge of the travel lane.

Easement means an area of private property legally dedicated for public use.

Frontage means the property line or lines of a lot that coincide with a right-of-way or other public space.

Paseo means an easement that allows public pedestrian access traversing private property from one public right-of-way to another.

Public open space means an open space that is accessible to the public all or some of the time, including, public rights-of-way, parks, plazas, squares, canal-walks, alleys, colonnades, carmenes, courtyard gardens, paseos and other easements.

Square means a public space surrounded on four sides by streets or other vehicular passage. Every corner of a square shall have a street intersection.

Street means a thoroughfare for the movement of pedestrians and vehicles, which may be public open space or private property allowing public passage.

Streetwall means the vertical surface of a building or structure that faces public space.

Traffic calming device means a structure or device that is intended to slow the speed of the traffic on a roadway. It is usually constructed at an intersection. Examples of traffic calming devices are traffic circles and roundabouts. Traffic calming devices may include a change of pavement height, texture and materials to identify an area where speed is to be reduced.

Cross reference— Definitions generally, Sec. 22-238.

(D) Uses.

(A) Allowed uses.

Accounting, bookkeeping, law and other professional offices.

Agency (for employment, travel and/or services to be performed elsewhere).

Art or photographic studio (commercial).

Automobile rental agency, office use only.

Bank or other financial institution.

Business or commercial school.

Catering and delicatessen (including butcher shop) business.

Civic clubs, lodges and fraternal organization facilities.

Conference, meeting facilities or areas of public assemblage for less than 20 people.

Day care center, nursery school or preschool facility.

Dental care and doctor's offices.

Dog grooming only—prohibiting a "pet shop" type business or the boarding, maintaining or keeping of dogs on-premises anytime between 7:00 p.m. and 7:00 a.m.

Dry cleaning and laundry, drop-off/pick-up only.

Family restaurant/arcade; so long as the arcade use does not exceed 40 percent of the available business space, alcoholic beverages are permitted on the premises pending administrative review, no gambling games/machines are permitted, the arcade area is continually supervised, and the family nature of the operation is maintained. No more than two family restaurant/arcades shall be permitted in the Downtown District.

Gymnasium, health club, dance studio or other center where "physical activity" lessons are conducted.

Insurance agency.

Laundry—No more than two allowed in the Downtown District.

Lodging (Hotels, Motels, Peer to Peer home sharing services)

Museum.

Mixed-use development of residential uses on upper floors above retail, office and related uses.

Office supply or support (office supplies, copying, printing shop).

Personal services (i.e., barbershops, beauty parlors, physical therapy clinics, etc. No physical therapy clinic shall be open for business between the hours of 10:00 p.m. and 6:00 a.m.).

Pharmacy.

Post office.

Restaurant (and lounge), cafe, cafeteria, bar and grill.

Retail use.

Small appliance sales and/or service.

Sporting goods store; excluding the sale of weapons and related products used for sporting and hunting activities, no outdoor store displays or merchandising activities; no more than one store allowed in the district that sell the described merchandise.

Stereo/video/electronics rental, sales and/or service.

Theater (live) or motion picture house.

Veterinary clinic (excluding short-term boarding, for medical purposes only).

Other enterprises or businesses which are similar in character and impact to enterprises or businesses enumerated herein, and which are consistent with the Comprehensive Plan adopted pursuant to Chapter 163, Florida Statutes. A final determination of similarity with listed uses and consistency with the Comprehensive Plan shall be made by the City Commission, after obtaining a recommendation by the Planning and Zoning Board.

(B) *Prohibited uses.*

Adult bookstore;

Adult-related business;

Gaming, gambling and casino machines, billiard and pool parlors;

Automotive auctions, repair, sales and service facilities;

Bar; Package store

Clinical laboratory;

Funeral home;

Gun range;

Gun shop;

Pawn shop, Thrift store;

Tattoo Parlor;

Large-scale administrative offices, big box retail/wholesale sales operations and service and professional facilities;

Any large or medium-scale aviation or marine-related repair or service facilities;

Open air, tented, or booth-operated flea markets or any retail/wholesale sales operation not contained within a business building, except as otherwise permitted by Florida State Statutes, §§ 110-01 through 110-03 and permitted temporary uses in LDR Sec. 22- 119.

Any industrial or manufacturing operation or facilities.

(E) Goals and objectives.

The overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community. Specific goals and objectives include, but are not limited to, the following:

(1) Promote pedestrian-friendly rights-of-way.

(2) Protect public open spaces.

(3) Promote mixed-income housing strategies.

(4) Foster historic preservation.

(5) Improve code compliance and enforcement.

(6) Encourage meaningful development boundaries.

(7) Promote local and regional public transportation.

(8) Pursue public education on redevelopment.

(F) Implementation concepts.

The concepts of the district shall be as follows:

(1) *Make pedestrians a high priority.* Enhance the open network of smaller blocks and provide increased access through new sidewalks, paseos and public alleys. Provide a tree canopy planted along sidewalks or medians to create shade from the sun and more attractive streets or sidewalks.

(2) *Slow down vehicular traffic.* Reduce lanes or lane widths, expand the median and add on-street parking and trees as traffic calming devices. Use swale areas facing streets and sidewalks for trees and shrubs and encourage property owners to enhance landscaping. Provide parking in the rear areas, hidden from the front view. Reconstruct curbs with smaller radii at intersections. Encourage property owners to provide cross access between their parking lots and that of their neighbors.

(3) *Improve pedestrian corridors.* Improve commercial facades to increase pedestrian comfort and safety through enhanced lighting and landscaping. Improve the network of secondary pedestrian corridors in order to extend existing patterns of pedestrian travel. Create a sense of enclosure and urban character through street facade.

(4) *Aggregate open space for squares, plazas, passive parks and other public open spaces.* Promote activity and natural surveillance by providing plazas and squares, open to the public and level with the grade of the sidewalk. Create a legible network of open spaces by waiving minimum open space requirements on specific lots or parcels in exchange for a credit to develop larger open public spaces.

(5) *Extend transit, at a variety of scales and modes of travel.* Implement a circulator system, such as a local bus system, to be used for local service and to connect to the regional system. Increase transit ridership to facilitate growth and mobility without unmanageable traffic congestion.

(6) *Attack visual blight.* Promote infill development along the edges of blocks to define street space. Inventory vacant or underutilized lots and provide incentives for development. Utilize code enforcement procedures to compel compliance from property owners who have neglected the appearance of their property. Enforce building codes to ensure applicable minimum standards for older buildings.

(7) *Provide for water retention areas to improve drainage and flooding protection in low-lying areas.* Promote the procurement of vacant or underutilized land that may be reservoirs for additional storage and storm water retention within the district. Provide for a hydric park network to reduce flooding and restore the community's connection to water resources.

(8) *Promote civic uses.* Encourage public access and participation by providing cultural performances, gatherings and displays for education and enlightenment.

(G) Precedence over other zoning and land use regulations.

In addition to the criteria previously provided in the Downtown Mixed Use Overlay (DMU) land use classification and the Historic Downtown Opa-locka District (HDOD), commercial liberal (B-2), multifamily (R-3), light industrial (I-1), Liberal Industrial (I-3) and civic (C) zoning districts, the requirements provided in this division must also be followed as the requirements of the HDOD shall prevail.

(H) Road classifications in the HDOD district.

To further define the functions of the roads and streets within the district, roads are classified as follows:

(1) *Major roadways* shall mean those roads that are designed for the efficient movement of people and vehicles to and through the district. The roads enable traffic to easily traverse the area as well as provide access to other areas within and outside the City of Opa-locka. NW 27th Avenue, NW 37th Avenue, State Road 9, Ali Baba Avenue, Opa-locka Boulevard are classified as major roadways within this district.

(2) *Minor roadways* shall mean those roads that are designed for ease of access for the movement of people and vehicles through the district. Minor roadways generally provide short distance access to individual properties within the district and to adjoining areas. Ali Baba Avenue, from 17th Avenue to LeJeune-Douglass Connector; Sharazad Boulevard from NW 27th Avenue to Ali Baba Avenue, and Opa-locka Boulevard from NW 27th Avenue to Sharazad Boulevard.

(3) *Local streets* mean those roads in the district that provide access to individual properties that are not designated major or minor roadways.

(l) Zoning regulations.

(a) Mixed Use Residential densities in downtown multifamily R-3, R-4, B-2, I-1 and I-4 zoning districts shall not exceed 150 units per net acre, unless the property owner provides public open space as provided in incentives (2) below, but in no event shall the units per net acre exceed 200 units for affordable/live-work or assisted living. Residential densities outside of the HDOD shall not exceed 150 units.

(b) Landscaping for all property zoned residential or that includes residential uses within the zoning district shall conform to an urban design plan that will be adopted by the city within eight months of the effective date hereof.

(c) The dimensions of squares, plazas, paseos and other open public spaces shall conform to an urban design plan that will be adopted by the city within four months of the effective date of the ordinance from which this section is derived.

(d) The facade and architecture requirements shall conform to a Moorish design plan. The goal of the architectural parameters is to promote creative architectural solutions within an ensemble of basic urban forms that will ensure harmony and continuity without mandating a particular style. Building design shall promote pedestrian safety, comfort and interest for adjoining public spaces. Building design shall promote energy conservation by including self-shading, natural lighting, natural ventilation, outdoor circulation and reduced dependence on artificial lighting and air conditioning.

(e) Streetwalls shall have pedestrian entrances at maximum intervals of 150 feet. The principal pedestrian entrance of all buildings shall be from the street, courtyard garden or from a paseo.

(f) Streetwalls, landscape buffers or a building shall be constructed to screen parking from view.

(J) Incorporation of TOD District

A Transit Oriented Development District is generally characterized as a developed environment within a quarter-mile of a public transit system, with building characteristics and public amenities that promote the safe movement of pedestrians.

The City of Opa-locka's Transit Oriented Development District is located in the HDOD which boundaries stated in item (B).

Opa-locka's Transit Oriented Development District (TODD) is specifically created to facilitate mixed-use development, with access to transit stations or stops along existing and planned high performance transit service corridors.

The TODD Code also encourages commercial functions that include shop-fronts at street level, with residential units and office space above, wide pedestrian-friendly and multimodal sidewalks, rear on-site parking, and possibly public parking facilities.

The TODD incorporates the goals of the HDOD efforts with elements from the previous Commercial Liberal ("B-2") and Downtown Mixed Use Overlay District standards to produce development standards for the TODD. The TODD facilitates mixed-use development, pedestrian-oriented streets, public mobility options, Moorish style architecture, and opportunities for location of work, play, services and entertainment within walking distance.

General. This designation shall be known as the TODD for the City of Opa-locka. The TODD shall promote the Goals, Objectives and Policies contained of the previous Downtown Mixed Use District designation within the Future Land Use Element of the Comprehensive Plan. Specifically, Objective LU-2 of the Sustainable Opa-locka 20/30 Comprehensive Plan Future Land Use Element are designed to maximize the development potential of Historic Downtown Opa-locka.

The TODD designation supplements the Land Development Regulations ("LDR") provisions within the City of Opa-locka for the area known as the HDOD. The TOCD is generally described as the area bound to the north by Dunand Avenue, to the east by NW 27th Avenue, to the south by NW 135th Street, and to the west by Sesame Street.

Opa-locka's TODD designation is specifically created to encourage compact first-rate projects based upon smart growth principles; to preserve the existing character of neighborhoods surrounding the Historic Downtown Opa-locka core; to regulate for high-quality infill development, and to create a predictable process for developers and the community to meet these goals.

(J) Incentives.

Incentives to encourage land development to achieve goals and objectives within the district are as follows:

(1) Land dedication for sidewalks outside of public right-of-way, passive parks, paseos, public use and open spaces, a natural drainage parkway or land for additional

storage and stormwater retention in lieu of payment of a monetary park, recreation and open space fee as provided by (X).

(2) Increased density for residential or mixed use development for additional units per net acre up to a maximum of 32 units per net acre as provided in the multifamily R-3, R-4 zoning designations in the HDOD zoning districts. Additional units per net acre will be permitted in exchange for land located within the HDOD district, or a monetary contribution equal to the fair market value of the land not to exceed 40 percent of the total donation, donated to the city as a passive park, paseo, public and/or open space or a natural drainage parkway as follows: 1,500 square feet for each of the first two additional units, 1,000 square feet for each of the third, fourth and fifth additional units, and 850 square feet for each additional unit after the fifth additional unit. If land located anywhere within the HDOD district is donated to the city, then the city shall waive the city park, recreation and open space impact fee for each additional unit.

(3) Financial assistance from the Opa-locka Community Redevelopment Agency to eligible properties for renovation of commercial properties fronting major and minor roadways within the district.

(4) Provide a perpetual easement to the city on private property for construction of an architectural feature at or near the boundaries of the district as a credit toward satisfaction of minimum open space requirements.

(5) Provide a perpetual easement to the city on private property for sidewalks, paths and paseos or natural drainage parkways as a credit toward satisfaction of minimum landscaping and open space requirements.

(6) Contests and prizes offered by a not-for-profit organization or public-private partnership to promote good urban design and innovation for the enhancement and sustainability of the district.

(7) Five thousand dollars to be paid to the city for each parking space below the minimum parking requirements for on-site parking, but in no event shall the deficiency in on-site parking exceed 30 percent of the minimum parking requirements. These funds shall be placed in a designated account and accumulated by the city to finance a parking system within the HDOD that will include a parking garage within a 1,500-foot radius of boundary lines of the property where city hall is located. Affordable housing properties developed and owned by the city are exempt from the provisions in this paragraph.

(8) Provide a minimum 20% total combination of affordable/elderly housing.

(9) The grant of incentives identified in subparagraphs (1), (4), (5), (7) and (8) above, shall require approval of the city commission by ordinance.

(K) Special permit

In order to be granted a permit for such establishments within this district, the property owners/applicant shall obtain a Special Permit as specified in the Opa-locka LDR/Zoning Code Ordinance, as amended, the zoning ordinance of the City. In reviewing an application for establishments serving alcoholic beverages, the director of Planning and Community development shall apply the following review guidelines criteria in addition to the standard criteria of a Special Permit.

In reviewing an application for the District Permit for a supper club, nightclub, restaurant, coffee shop, or bar, the following additional criteria shall apply:

a. Use requirements and restrictions: To qualify to operate a supper club, nightclub, restaurant or bar & grill, the establishment must have a minimum of 40 seats. To qualify or coffee shop, the establishment must have a max of 20 seats.
b. Operational Plan: An Operational/business plan that address the hours of operation, number of employees, menu items, goals of the business, and other operational characteristic pertinent to the application.
c. Parking: Irrespective of parking requirements specified in the LDR/Zoning Code as amended, the zoning ordinance of the City of Opa-locka, adaptive reuse of existing buildings for this function shall be required to provide additional parking via on street parking or parking agreement with established shared parking arrangement; however, new buildings or facilities shall be required to provide a parking plan which fully describes where and how the parking is to be provided and used, e.g. valet, self-parking, shared parking, after-hour metered spaces, and the manner in which the parking is to be managed. By a Special Permit, 100 percent of the required parking may be located offsite within a distance of 500 feet from the subject establishment if the proposed parking is to be self-park, and a distance of 1000 feet from the subject establishment if the proposed parking is to be by valet. For restaurants and other dining establishments, as adaptive re-use of an existing structure, any square footage used of the kitchen and/or storage areas will not be counted towards the parking requirements.
d. For establishment proposing capacities of more than 200 persons, an indoor/outdoor crowd control plan that addresses how large groups of people waiting to gain entry into the establishment or already on the premises, will be controlled.
e. A security plan for the establishment and any parking facility.
f. For establishment proposing capacities of more than 200 persons, a traffic circulation analysis and plan that details the impact of projected traffic on the immediate neighborhood and how to mitigate the impact.
g. A sanitation plan, which addresses on-site facilities and off-premises issues resulting from the operation of the establishment.
h. A plan depicting proximity of proposed establishments of residential use

i. If the proposed establishment is within 500 feet of the residential uses, noise attenuation plan is required.

(L) Alcoholic beverage sales within the district.

(a) *Minimum* distance *requirements.* There shall be no minimum distance required between any places of business within the entertainment overlay district licensed by the state to sell alcoholic beverages for consumption on the premises and any other place of business similarly licensed within the district.

(b) *Hours of operation.* The hours and days of sale and consumption of alcoholic beverages are set forth in section 6-369.

(c) *Hours for music and entertainment.* Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall comply with special events and entertainment regulations as set forth in chapter (X) of the City of Opa-Locka Code of Ordinances.

(d) *Outdoor sales of* alcoholic *beverages.* Those persons or entities within the district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption on both adjacent to and operated in concert with a business operated within enclosed premises. Alcoholic beverages can only be consumed on premises of purchase.

(M) Signs. See LDR Sec. 22-229.

(N) Parking Standards and Requirements.

1. In the HDOD contingent on use, shall be required to provide any off-street parking in excess of the off-street parking that is currently in existence in this "built-out" area of the City and subjected to administrative review or Planning and Zoning board and approval from City Commission.

2. All existing buildings in the HDOD are subjected to administrative review for any use currently allowed in this district to provide any additional off-street parking despite any change of use that might intensify the use of any building and normally require a corresponding increase in the amount of off-street parking.

3. However as a consequence of this provision, any existing building in the HDOD occupied for any currently allowed use as listed under subsection (2) providing any additional off-street parking due to an increase in any intensity of use shall be subjected to administrative review .

4. Nothing contained herein shall be construed to authorize or permit the physical expansion or addition to any existing building in the HDOD over or in any area of established and existing off-street parking prior to administrative review and approval.

5. That the aforesaid provisions shall not be applicable to any of the following:

(a) When an existing building in the HDOD is demolished and subsequently replaced by the construction of a new building on the property.

(b) When an existing building in this district is "effectively demolished" by the razing of more than 51 percent of the square footage of the existing structure and the subsequent reconstruction of that portion of the building previously demolished.

(c) When any additional area of occupancy and use is physically constructed and added onto, or attached to, any existing building in this district.

(d) When a new building is constructed on a previously vacant lot or parcel of property. If any of the foregoing instances occur, all off-street parking requirements and provisions contained in the Code of Ordinances shall remain applicable thereto.

Parking and density calculations.

(a) All parking allocations must be approved by the DRC.

(b) All development in the HDOD may be eligible receive a maximum of 35 percent reduction from the parking standards listed in Section 22-153 "Off Street Parking and Loading Standards" of the LDC pending administrative review and approval or Planning, Zoning and Appeals Board and the City Commission review and approval.

Payment-in-Lieu of Parking Fund. A Payment-in-Lieu of Parking Fund shall be established by the City to provide funding specifically for parking and related improvements within the HDOD. Payment-in-Lieu of Parking Fees will be collected from all applicants for development and uses within the HDOD that do not provide sufficient on-site parking spaces or Shared Parking spaces to meet the minimum parking requirements of the Code. The Payment-in-Lieu of Parking Fee option for compliance with this subsection shall become effective upon adoption by the City Commission of a Resolution which specifies the amount of the Payment-in-Lieu of Parking Fund Fee.

(a) Payment-in-Lieu of Parking Fund Fee Calculation. The amount of a payment to the Payment-in-Lieu of Parking Fund shall be calculated per parking space which is required but not provided via on-site parking spaces or Shared Parking spaces. The amount per parking space shall be determined by the average cost to the City for the construction of a parking space in a Parking Structure on a program wide basis within the HDOD, which shall be determined by the Building Director in coordination with the

Planning & Community Development Director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal fees, engineering, actual construction, and permit review and inspection.

(b) Payment in Full of Payment-in-Lieu of Parking Fee. For property owners opting to pay in full, or applicants not eligible to provide payment through a Payment in Lieu of Parking Agreement as provided in subsection (D), payment of the full amount of the in-lieu fee shall be due prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner.

(c) Payment in Lieu of Parking Agreement. In-Lieu of Parking Fee Agreements shall only be made between the City and the owner(s) of the subject property. Applicants for an in-lieu fee which is not paid in full prior to issuance of a building permit, must enter into an In-Lieu of Parking Fee Agreement with the City prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner. Such agreement shall be approved by the community development director, and shall be recorded at the property owner's expense in the Public Records of Broward County, Florida. The In-Lieu of Parking Fee Agreement shall provide that the obligations imposed by the agreement constitute a restrictive covenant upon the property, and shall bind successors, heirs and assigns, and shall be released by the City upon payment in full of the amount due under the agreement.

(d) Payment in Lieu of Parking Agreement Term. An In-Lieu of Parking Fee Agreement executed by a property owner applicant in accordance with this subsection shall provide that installment payments shall be made over no longer than a 36 month time period in 3 installments. The first installment shall be at least 50 percent of the total fee due, and shall be paid upon signing the agreement, prior to the issuance of a building permit for the development or a certificate of use, whichever occurs sooner. The second installment shall be in the amount of at least 25 percent of the total fee amount due, and shall be paid no later than the second anniversary date of the execution of the agreement. A third and final payment of 25 percent of the total fee may be authorized by the agreement, and shall be due no later than the third anniversary date of the execution of the agreement. A property owner subject to an In-Lieu of Parking Fee Agreement may make a redemption payment of the remainder of the amount due pursuant to the agreement, at any time prior to the final required payment.

On-Site Parking.

(a) All parking lots, garages, and Parking Structures shall be located at the rear of all buildings.

(b) Parking Areas shall be accessed from side and back streets and from adjacent properties.

(c) Large Surface Parking Lots shall be visually and functionally segmented into several smaller lots through the use of structures and landscaping. Designs that

reduce visibility, especially between Parking Areas and business entrances, shall be discouraged.

(d) Surface Parking Areas shall be obscured from Frontages by a building or Street Screen.

(e) Existing Surface Parking Lots are intended to be reduced, over time, through redevelopment and/or construction of structured parking facilities.

(f) Parking Areas shall not abut street intersections or terminate a street vista. On-street parking shall not be closer than 25 feet to a street intersection, measured from the extended right-of-way lines.

On-Street Parking (Parallel Parking).

(a) On-street parking will be allowed on Opa-locka Boulevard.

(b) On-street parking located adjacent to a building or lot shall not count toward fulfilling the parking requirements for that building or function.

Off-Street Parking

a) *Dwelling, multiple-family*: One space per bedroom with maximum two spaces per dwelling unit for residents. An additional five percent of the total residents' spaces shall be provided for visitors.

b) *Hotels and motels, including clubs:* One parking space for each sleeping room. If, in addition to sleeping rooms, there are other uses operated in conjunction with and/or as part of the hotel/motel, additional off-street parking spaces shall be provided for such other uses as would be required by this section if such uses were separate from the hotel/motel to the extent of 35 percent of the off-street parking specified in this article for retail stores, offices, services, establishments, bars, restaurants, dining rooms, night clubs, cabarets, ballrooms, banquet halls meeting rooms, auditoriums.

c) *Commercial uses:* **See LDR Sec. 22-155.**

d) Developments that provide Affordable/ Elderly Housing may be reduced as stated below. In no event shall parking be reduced by more than thirty-five (35%) percent of the spaces required.

e) A maximum 35% reduction in required parking may be permitted within the HDOD pending administrative review.

Shared Parking.

(a) The parking requirements for buildings containing more than one function shall be the total of the amount of parking required for each function.

(b) Shared Parking Areas shall be located no further than one-quarter mile of the building or function utilizing the Shared Parking capacity.

(c) Cross-access easements or similar mechanisms approved by the City Attorney shall be used to provide joint access between Shared Parking Areas.

(d) In a Parking Structure or Garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.

(e) Parking Structures shall have Liner Buildings along primary frontages and landscape bufferyards adjacent to residential properties.

(f) Vehicular entrances to parking lots, Parking Garages, and Parking Structures shall be no wider than 24 feet at the Build-to Line.

(g) Pedestrian walkways shall be integrated, to the extent possible, into the interior and/or perimeter landscaping of parking lots; constructed with brick pavers, stamped concrete or a paved or similarly firm surface, at least six feet in width; and separated from vehicular and Parking Areas by grade, Curbing and/or vegetation, except for necessary ramps.

(h) Pedestrian exits from all parking lots, garages, and Parking Structures shall be directly to a Build-to Line except underground levels which may be exited by pedestrians directly into a building.

(i) Parking facilities and appurtenant driveways shall be designed to maximize the safety and convenience of pedestrians walking between parked cars and business entrances as well as between external points and locations on-site.

Loading and Service Areas.

(a) Loading docks, solid waste facilities, recycling facilities and other service areas shall be located to the rear or side of a building in visually unobtrusive locations.

(b) All trash and recycling service areas shall be enclosed so as not to be visible.

(c) Loading docks and service areas shall be permitted on Frontages only by Administrative Approval.

Amenities. A minimum of one bicycle rack place shall be provided within a Pedestrian Zone for every ten vehicular parking spaces required by this Code within the Mixed-Use High and Mixed-Use Low districts.

Street requirements.

a) Streets in the HDOD are intended to be inviting public spaces and integral components of community design. HDOD streets shall be organized according to a hierarchy based on function, size, capacity, and Design Speed. In descending order of importance, the hierarchy shall consider pedestrians as the most important, followed by cyclists, mass transit, and automobiles. All design elements must consistently be applied to calm automobile traffic and to facilitate pedestrian activity.

b) The hierarchy of streets for the HDOD should adhere to Tables 2A. Public Frontages, 2B. Vehicular Thoroughfares, and 2C—2F. Thoroughfare Assemblies. The proposed hierarchy of streets shall be indicated on the submitted site plan with each street type being separately detailed.

c) Specialty paving required for pedestrian areas and the HDOD entrance is detailed in Tables 2C—2F. Thoroughfare Assemblies.

d) Streets may be comprised of segments. Each segment shall have the characteristic of one street type.

e) The elements that comprise a street within the HDOD are listed below and are depicted in detail in Tables 2C—2F. Thoroughfare Assemblies.

A. Pedestrian Zone:
    1. Curb and Gutter.
    2. Planting Area.
        (a) Street Trees.
        (b) Shrubs.
        (c) Ground Cover.
    3. Sidewalk.
        (a) Optional Planting Area.
        (b) Pedestrian Accessways, Paths or Passages.
    4. Street Furniture.
    5. Lighting.

B. Public Utility Equipment or Public Easement (required if determined to be necessary by the Planning & Community Development Director).

C. On-Street Parking.

D. Bicycle Lanes.

E. Travel Lanes.

F. Landscaped Medians.

f) In the HDOD, Sidewalks in addition to street trees, planting areas and furnishings occur within the Pedestrian Zone, which is comprised of the Build-to Line and the right-of-way.

g) Sidewalks are required on both sides the street except for a street on the undeveloped edge of a HDOD. Sidewalk requirements are listed in Tables 2C-2F. Thoroughfare Assemblies.

h) The primary Facades of all buildings shall contain the primary pedestrian Entry and face a public street.

i) The requirements for placement and types of street trees are specified in Table 4. Public Planting.

j) Street trees shall be planted on both sides of the street except for a street on the undeveloped edge of the HDOD district.

k) Depending on the street type, the planting area may contain the required landscaping, the required street trees, or a combination of both.

l) The required planting area width may be combined with the required Sidewalk to expand the Sidewalk beyond the required width. In this scenario, the street trees must be placed in tree grates.

m) Utilities shall be placed underground and should be located along Rights-of-Way ("ROWs").

n) Curbs and gutters shall conform to the City's Engineering design standards.

o) Parallel on-street Parking Areas (including area of adjacent paved gutter) shall be at least 7 feet wide for Residential streets and at least 7 to 8 feet wide for Primary and Secondary Streets, and at least 22 feet long for all streets.

p) Angled on-street parking may be provided as long as wheel stops or Curbed Sidewalks are provided.

q) On-street parking width shall include the adjacent paved gutter area. Curbed bulb-outs containing streets trees and/or other plantings are encouraged to be built at regular intervals and at all intersections within a dedicated on-street Parking Area.

r) Where provided, Bicycle Lanes shall be at least four feet in width and shall be placed between on-street Parking Areas and travel lanes, or between the Curb and gutter and the travel lanes in the absence of on-street Parking Areas.

s) City approved bus shelters shall be provided by the property owners or the City on all Primary Streets within the HDOD.

Cross reference— Minimum Parking Ratios, section 22-155; Off-street parking facilities; paving and drainage; lighting; landscaping; and minimum number of off-street parking spaces; off-street parking requirements for single-family residential and multifamily zoning districts, section 22-161.

(O) Building height limit.

The maximum building height shall be no higher than 75 feet, no more than seven stories and shall comply with Federal Aviation Administration Regulations, Part 77 and to ensure safety and livability.

(P) Building site area required.

Commercial or office use only, all floors:

The minimum building site area required shall be a lot or parcel of land 10,000 square feet in area.

Mixed use:

Mixed-use building site area will be determined by FAR as specified under subsection (Q).

(Q) Floor area limitations.

All buildings within this category shall be limited to a floor area ratio (FAR) as listed:

Height of Building	Floor Area Ratio
1 story	0.4
2 story	0.6
3 story	0.8
4 story	1
5 story	1.2
6 story	1.4
7 story	1.6
8 story	1.8
9 story or over	2

(R) Maximum Allowable Density and Square Footage Requirements.

Parcels located in the HDOD may be developed as follows:

1. Residential density shall not exceed one hundred and fifty (150) units per acre
2. Nonresidential developments shall be not less than a floor area ratio of 0.15 and shall not exceed a floor area ration of 3.0.

Commercial or office use only, all floors:

The minimum first floor area of a commercial building in this district shall be 1,500 square feet.

Mixed use:

In addition to the floor area required for the first floor of commercial or office use, the minimum square footage requirement for the upper-floor residential dwellings shall be as follows:

a) One bedroom – 550 sq ft. minimum
b) Two bedroom – 725 sq. ft. minimum
c) Studio Units – 450 sq. ft. minimum (Seniors Only) capped at 30 percent

Also, the following maximum percentage allocation of total residential area to ground floor business area, per development, shall apply:

Residential: 67 percent (i.e., a 2:1 ratio between residential and business, respectively.)

Front yard. Front yard required for a building designed for commercial or mixed use. All buildings shall be built to the front property line except as follows:

1. A landscaped setback of 15 feet may be permitted for beautification purposes only, at the option of the property owner.

2. Projections beyond the face of the building (such as upper floors that cantilever beyond the footprint of the lower level) cannot extend beyond the front property line.

Side yard required. No side yard is required for a building designed for either commercial or mixed use, except where required for protective screening, as required in subsection (M) below.

Projections beyond the face of the building (such as upper floors that cantilever beyond the footprint of the lower level) cannot extend beyond the side property lines.

Rear yard required for a building designed for commercial or mixed use. There shall be a rear yard consisting of an area which is not less than 30 percent of the lot or building site to be improved. In order to provide space for drains and other uses, except in those cases where the lot or building site abuts upon a dedicated alley which has a width of not less than 40 feet, in which case the rear yard may be 20 percent of the lot or building site area.

(S) Protective screening.

Where any lot in this district adjoins a residential district, a five-foot strip of land adjoining the boundary of the residential district shall be set aside and used for planting or walls by the owner of the commercial or mixed-use lot at his expense, to form an effective screen for the protection of the residential area. No structure, except the screen or wall, or utilities or drainage facilities, shall be placed or permitted in the area. No vehicular access shall be permitted over the area, except for the installation or maintenance of screening, utilities, and drainage facilities.

(T) Open space and landscaping requirements.

(a) Notwithstanding any provision of this Code to the contrary, each site shall provide a minimum of 12 percent of its net lot area as landscaped open space, except where this requirement is modified per subsection (b) and/or subsection (c).

(b) In-lieu of providing all or a portion of the landscaped open space required by subsection (a), a property owner may choose to aggregate all or a portion of required landscaped open space together on one site within the HDOD. In order to utilize this option, said aggregated space must be readily accessible to the public, must be a minimum of one-quarter acre, and must be approved through the site plan review process. Additionally, where this option is utilized, in whole or in part, to meet the required landscaped open space for residential uses in the HDOD, said space may be counted toward any land dedication otherwise needed to meet the requirements of parks concurrency. When this option is utilized, a covenant running with the land encumbering all properties involved, and in a form acceptable to the City Manager and the City Attorney, shall be recorded among the public records. The burden shall be on the property owner and/or applicant to demonstrate compliance with landscaped open space requirements, and to produce any documentation as necessary. However, notwithstanding the provisions of this subsection, sufficient landscaping shall be provided on-site to appropriately complement building architecture and other functions on each site, as determined through the site plan review process, and to meet other explicit requirements of this Code.

(c) Where a building includes a habitable rooftop, including but not limited to a recreation area or outdoor dining space, said habitable rooftop area shall be counted toward the amount of land required for landscaped open space per subsection (a).

(d) Except as provided in subsection (e), each site shall provide the number of trees, shrubs and other landscape materials as provided in article VII Landscaping and Tree Preservation. However, placement of trees, shrubs and other landscape materials shall be determined through the site plan review process, consistent with the site plan review standards in Section 22-56.

(e) Where all required trees and shrubs cannot be provided on-site, the property owner may choose a cash in-lieu payment to the city instead of providing that portion of trees or shrubs that cannot be provided on-site, subject to approval by the city commission. In order to utilize this provision, the property owner shall provide to the city a good faith estimate, at the prevailing market rate as approved by the City Manager, of the cost to purchase and install that portion of trees and shrubs that cannot be provided on-site, which shall constitute the amount of the required payment. The city may only use these funds in furtherance of projects identified in the adopted Beautification Master Plan that are within the HDOD. If there are no projects in the HDOD for which these funds may be utilized, the city shall not accept the cash in-lieu, and the property owner/developer shall either modify the proposed project to accommodate the required trees and

shrubs, or apply for a variance. However, notwithstanding the provisions of this subsection, sufficient landscaping shall be provided on-site to appropriately complement building architecture and other functions on each site, as determined through the site plan review process, and to meet other explicit requirements of this Code.

(f) If a plaza or courtyard is placed in the front or side street setback between any street type and a building, as provided for in (Q)1, said plaza/courtyard shall remain open to the public except in the case of emergencies or in the case of special events, as approved by the city in accordance with Section 22-135. Said plaza/courtyard may be counted as open space, including as aggregated open space per subsection (b).

(U) Off hours security devices.

The use of shutters, awnings, gates, panels or sheets or any other device meant to provide off hours premises security is prohibited. Notwithstanding the foregoing, the provisions contained in sec. 22-118 of the LDR relating to storm protection, shall remain applicable to all district properties. Exterior mounted security gates or solid roll down metal windows shall not be permitted. Link or grill type security devices shall be permitted only if installed from the inside, within the window or doorframe. Other types of security devices fastened to the exterior walls are not permitted.

Article I

Sec. 7-1. Florida Building Code applicable.

Pursuant to F.S. § 553.73, and the provisions of the Miami-Dade County Municipal Code, Chapter 8, the Florida Building Code, as amended from time to time, is hereby adopted as the building code of the city. The Florida Building Code includes the following four (4) volumes: Building, plumbing, mechanical, and fuel gas, and all appendices thereto, with the National Electrical Code adopted by reference. The Florida Building Code addresses container use as building structures for Residential, Commercial, Industrial and Mixed-Uses which was adopted by Miami-Dade County in Code of Ordinance Section 33-32. In the City of Opa-locka, this is applicable in Residential, Commercial, Industrial, Civic and Mixed-Use Zoning Districts.

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

(Code 1955, § 8-8; Ord. No. 18-07, § 2, 7-11-18)

Sec. 33-32. - Limitations and restrictions on use of metal covering for buildings and additions.

The limitations and restrictions on the use of metal covering for buildings and additions are as follows:

(a) That such metal buildings, their components and their use shall conform in every respect with all applicable provisions of the South Florida Building Code.

(b) That metal sandwich-type panel units, which are approved as conforming to the standards of the South Florida Building Code shall be permitted for construction of all buildings in all zoning districts; provided, the exterior metal walls shall have a noncorrosive surface with a secondary finish, shop or field applied, or integral finish which will not reflect more than sixty (60) percent of the incident light.

(c) That approved architecturally shaped metal structural sheets may be used for exterior wall and roof covering of buildings in BU and IU Districts and for nonresidential use buildings in the AU District and for nonresidential accessory use buildings in the RU and EU Districts, provided the same, and the use thereof are approved as conforming with all requirements of the South Florida Building Code and the proviso portion of Subsection (b) above.

(d) Nonstructural aluminum exterior wall lap siding with baked enamel or other approved finish, which is approved as complying with standards of the South Florida Building Code, shall be permitted as veneer siding in all zoning districts.

(e) This section is not intended to amend, repeal, modify or supersede Article V, Chapter 33 or Section 33-246(23) of this Code or to prevent the use of metal shingles as roofing, if such shingles are approved as complying with the standards of the South Florida Building Code. It is intended, however, that the provisions of this section shall supersede all reference in Chapter 33 of the Code of Miami-Dade County to requirements for masonry construction, and that type of construction shall be governed by the provisions of this section and the South Florida Building Code.

(Ord. No. 57-19, § 28, 10-22-57; Ord. No. 61-14, § 1, 4-11-61; Ord. No. 65-22, § 2, 4-6-65)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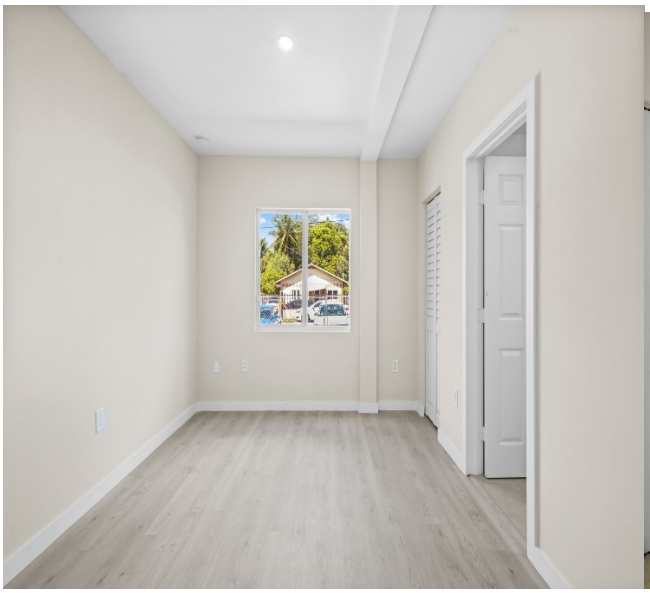







Sponsored by: Interim City Manager

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART 77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group; and

WHEREAS, the OLCRP identified Downtown Opa-Locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-Locka District (HDOD) designation was intended to provide consistent zoning regulations to redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling could interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district was created to provide goals and objectives for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the City Commission now desires to amend Article IV, Section 22-101 (O) of the Historic Downtown Opa-Locka District (HDOD) to increase the maximum building heights to no higher than 105 feet and ten stories to comply with Federal Aviation Administration Regulations, Part 77 to ensure safety and livability; and

WHEREAS, the Planning and Zoning Board of the City of Opa-Locka held a public hearing on November 19, 2024, to consider an amendment to Ordinance 15-31 Article IV, Section 22-101 (O)**,** of the Land Development Regulations to increase height from 75 feet to 105 feet and the building stories from seven stories to ten stories within the Historic Downtown Opa-Locka District. The Planning and Zoning Board recommended approval of said amendment by a 4-0 vote.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Amendment to the Historic Downtown Opa-locka District. The City Commission of the City of Opa-Locka hereby amends Ordinance 15-31 of the Land Development Regulations, Article IV, Section 22-101 (O) related to Historic Downtown Opa-Locka District (HDOD) to increase the maximum heights to no higher than 105 feet and ten stories as set forth below:

(0) Building height limit.

(1) The maximum building height shall be no higher than ~~75~~ 105 feet, no more than ~~seven~~ ten (10) stories and shall comply with Federal Aviation Administration Regulations, Part 77 and to ensure safety and livability.

SECTION 3 Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. Scrivener's Errors.

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

SECTION 6. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 7. Effective Date.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this ___ day of _____ 2025.

PASSED SECOND READING this ___ day of _____ 2025

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 Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**				
Interim City Manager:	Shamecca Lawson			**ICM Signature**				
Commission Meeting Date:	January 22, 2025		**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	Interim City Manager		**Department:** Planning & Community Development		City Manager			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101, FOR THE HISTORIC DOWNTOWN OPA- LOCKA DISTRICT TO INCREASE BUILDING HEIGHTS TO TEN STORIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while

redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land. In 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-Locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength.

Both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City. The Historic Downtown Opa-Locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts, entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. This zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations.

The intention of this section is to develop the Historic Downtown Opa- Locka District ("district") as a defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain. The overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community.

The Planning and Zoning Board of the City of Opa-Locka held a public hearing on November 19, 2024, to consider an amendment to Ordinance 15-31 of the Land Development Regulations to increase the building heights to ten stories and the density to 150 units per acre in the Historic Downtown Opa-Locka District. The Planning & Zoning Appeals Board recommended approval of this amendment by a 4-0 vote. The district shall be included within the City's Land Development Regulations as Article IV, Section 22-101.

Financial Impact: There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends approval of this legislation.

Attachment:

Draft Ordinance
PZAB Meeting Minutes 11-19-24
Ord. 2022-07 – Historic Downtown Opa-locka District
PowerPoint Presentation

CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on Wednesday, February 12, 2025 at 7:00 p.m., in the City Commission Chambers at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) AND STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING AND STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING APPROVAL FOR THE RENAMING OF THE CITY OF OPA-LOCKA POLICE DEPARTMENT, TO THE "OPA-LOCKA POLICE DEPARTMENT TIMOTHY HOLMES HEADQUARTERS"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, DIVISION 3, SECTION 2-132)(A), ENTITLED "CALLING AND NOTICE"; ARTICLE VI, DIVISION 1, SECTION 2-316(3)(B), ENTITLED "ADMINISTRATIVE POLICIES; POWERS, DUTIES AND FUNCTIONS OF CITY MANAGER"; ARTICLE VI, DIVISION 1, SECTION 2-320.2(D)(1), ENTITLED "CONE OF SILENCE"; CHAPTER 8.5, SECTION 8.5-3(B), ENTITLED "RESOLUTION CALLING ELECTION REQUIRED; CONTENTS; PUBLICATION"; ARTICLE V, SECTION 13-102(A), ENTITLED "SALE OF SEIZED MACHINE; DISPOSITION OF MONIES"; ARTICLE III, SECTION 19-29(B), ENTITLED "PUBLIC HEARING AND NAMING BY CITY COMMISSION; REFERENDUM"; ARTICLE III, DIVISION 1, SECTION 21-110(F), ENTITLED "EXCEPTION FOR INTERIM PACKAGE TREATMENT FACILITIES", TO ELIMINATE THE REQUIREMENT FOR NEWSPAPER PUBLICATION; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 8, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE I, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101 (O), RELATED TO THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT (HDOD) TO INCREASE THE MAXIMUM BUILDING HEIGHTS TO NO HIGHER THAN 105 FEET AND TEN STORIES TO COMPLY WITH FEDERAL AVIATION ADMINISTRATION REGULATIONS, PART 77 TO ENSURE SAFETY AND LIVABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 22, 2025).

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on the scheduled meeting date.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

Joanna Flores, CMC
City Clerk
City of Opa-locka

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on Wednesday, FEBRUARY 12TH, 2025 at 6:00 P.M., the City of Hialeah planning and zoning board will hold A Public Hearing in the Council Chambers of City Hall, 3rd Floor, 501 Palm Avenue.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Petition to close, vacate, and abandon for public use the western portion of the 10-feet utility easement running east and west through portions of lots 5, 6, 7, 8, 9, 10, 11, 20, 21, 22, 23, 24, 25, and 26 of Block 100B of Hialeah 13th Addition as Amended in Plat Book 51 Page 68 of the Public Record of Miami-Dade County, Florida, encompassing approximately 2,804 square feet, more or less, contingent to relocation agreements with the City of Hialeah Public Works, FPL, AT&T, Florida City Gas, and Comcast.

Closing, vacating, and abandoning for public use a portion of the right-of-way located on East 27th Street, east of East 11th Avenue and west of the railroad tracks.

Rezoning properties from R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District) to TOD (Transit-Oriented Development District). Properties are located at 2590 East 9th Avenue, 851 East 25th Street, 865 East 25th Street, 879 East 25th Street, 899 East 25th Street, 820 East 26th Street, 824 East 26th Street, 830 East 26th Street, 838 East 26th Street, 846 East 26th Street, 854 East 26th Street, 860 East 26th Street, 866 East 26th Street, 874 East 26th Street, 880 East 26th Street, and 890 East 26th Street, Hialeah, zoned R-1 (One-Family District), C-1 (Restricted Retail Commercial District), and C-2 (Liberal Retail Commercial District).

Rezoning properties from R-1 (One-Family District) and R-2 (One-and Two-Family Residential District) to R-3-3 (Multiple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 40 residential units. Variance permit to allow residential use only, where mixed use is required; allow 28 units (70%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow front setback of 5 feet, where 10 feet built-to-line are required; allow rear setback of 5 feet, where 15 feet are required; allow 42 parking spaces, where 50 parking spaces are required, and allow 14.7% pervious area, where 30% pervious area is the minimum required. Properties are located at 4935 East 8th Avenue and 4955 East 8th Avenue, Hialeah, zoned R-1 (One-Family District) and R-2 (One- and Two-Family Residential District).

Rezoning properties from R-3 (Multiple-Family District) to R-3-3 (Multitple-Family District). Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 176 residential units; allow 80 units (45%) with total area less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance to waive the building mass and building frontage development standards; allow rear setback of 12.2 feet, where 15 feet are required, and allow 12.2% pervious area, where 30% pervious area is the minimum required. Properties are located at 1155 West 24th Street, 1165 West 24th Street, 1175 West 24th Street, 1150 West 25th Street, 1160 West 25th Street, 1170 West 25th Street, 2415 West 12th Avenue, 2435 West 12th Avenue, 2465 West 12th Avenue, and 2495 West 12th Avenue, Hialeah, zoned R-3 (Multiple-Family District).

Special Use Permit (SUP) to allow the expansion of the Neighborhood Business District (NBD) overlay in relation to a proposed development including 18 residential units; allow 12 units (67%) with a total area of less than 700 square feet, where 700 square feet is required and only 25% of residential units may have a minimum area of 500 square feet; Variance permit to allow front setback of 7.1 feet, where 10 feet are required; allow interior west side setback of 10 feet, where 15 feet required, and to allow ?% of pervious area, where 30% is the minimum required. Properties are located at 167 East 6th Street, and 175 East 6th Street, Hialeah, zoned CBD (Central Business District).

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF TUESDAY, FEBRUARY 25TH, 2025.

Written objections must be filed prior to hearing date with the Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.
HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

DRAFT

MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
NOVEMBER 19, 2024, 5:30 P.M.

CALL TO ORDER

Chair Elio Guerrera called the Planning and Zoning Board meeting to order at 5:44 p.m. on November 19, 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: Chair Elio Guerrera, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes, Board Member Dawn Mangham, and Board Member Nikisha Williams.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, City Attorney Pam Booker, Economic Development Manager Solomon Bankole, and Planning and Zoning Board Clerk Diana Cheng.

2. **INVOCATION:**

Chair Guerrera gave the Invocation.

3. **PLEDGE OF ALLEGIANCE:**

All present stood for the Pledge of Allegiance.

4. **APPROVAL OF MINUTES:**

- **Approval of Minutes PZAB – 09/03/2024**

Motion made by Board Member Dominguez, and seconded by Board Member Mata, to approve the minutes for the Planning meeting on September third. In a roll call vote, the **motion** passed unanimously (4-0).

5. **PUBLIC HEARING:**

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 3400 NW 135TH STREET, BUILDING B AND IDENTIFIED BY FOLIO 08-2128-003-0340 IN THE B-O ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Planning and Community Development Director Gregory Gay explained that this Application requests establishment of a place of religious worship, which requires special exception approval. The special exception process determines what conditions may apply to a particular location, whether or not there is adequate parking, and other requirements. The location in this case is a commercially zoned area.

Zoning Official Gerald Lee showed a PowerPoint presentation on the Application. The subject property is approximately 71,874 sq. ft. in size. The Applicant plans to use only Building B of the subject parcel. The zoning district is B-O, which includes office use. Zoning Code permits places of worship within the B-O district.

The City's land development regulations require special exception review to approve places of worship within the B-O zoning district. Special exception review requires that the following criteria be examined:

- The use must be in compliance with the City's Comprehensive Plan
- The use must be consistent with the character and purpose of the zoning district
- The size, shape, and character of the property are suited for the proposed use
- There must be compatibility with the existing uses near the property
- The use should not adversely affect the development of the general neighborhood or the district
- The use will not generate vehicular traffic or create vehicular circulation, ingress or egress problems, or parking demand that have an unfavorable impact on surrounding properties when compared to the uses permitted by right in the same district
- The use must not present the potential for fire and/or other hazards of equal or greater danger in the district
- The proposed development will not create unfavorable environmental impacts or surrounding uses, such as noise, smoke, glare, water pollution, or other impacts
- The use must be consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property
- The site must be adequately served by essential public services, such as water, sewer, drainage, and other requirements, and may not place an undue burden on infrastructure

- The use may not adversely affect any site or feature of historic, cultural, natural, or scenic importance
- The use may not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicit findings regarding the way in which granting the special exception would be contrary to the public health, safety, and welfare

Zoning Official Lee continued that the subject property includes buildings designated Building A and Building B. Building A is a school, while church operations would be located in Building B. The north end of the building would include the sanctuary, with office and administrative operations housed in the south part of that building.

With regard to compatibility, the subject B-O zoning district is surrounded by adjacent properties also zoned B-O on the same side of the street. There are also commercial properties zoned B-1 across the street to the north. Industrial uses are located to the west of the site; however, the site is insulated from these by commercial and residential uses. The surrounding land uses include Civic, Residential, and Commercial.

All the criteria listed above are met by the proposed use. It is Staff's conclusion that the Application does not contradict, create difficulty, or bring incompatible use to the area. Staff recommends approval of the Application.

Chair Guerrera asked if parking on the site is shared with the school building. Zoning Official Lee confirmed that while parking is shared, most of the church's operations will take place after the school's hours of operation, on Sundays, afternoons, and evenings rather than during school hours. The administrative facilities in Building B, which constitute a very small use, may operate Monday through Friday; however, the subject site has 50 parking spaces available exclusively for church use during the day, and on weekends the church may use the entire property.

A question was asked regarding the number of members who attend the church. Zoning Official Lee replied that he did not know the exact number of church members, but reiterated that there are more than 100 parking spaces available when the school is not open.

At this time Chair Guerrera opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE REGULATION OF EXISTING OUTDOOR OFF-PREMISE ADVERTISING DISPLAYS/BILLBOARDS**

("BILLBOARDS") LOCATED WITHIN THE CITY OF OPA-LOCKA; PROVIDING REQUIREMENTS FOR CONVERTING EXISTING, LEGALLY NONCONFORMING BILLBOARDS LOCATED WITHIN THE HIGH TRAFFIC AREAS INTO DIGITAL BILLBOARDS; PROVIDING CRITERIA FOR DISTANCE SEPARATION; PROVIDING VOLUNTARY FUNDING REQUIREMENTS AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Director Gay advised that this Item was deferred to a later date.

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE 1, CHAPTER 7, SECTION 7-1 OF THE CITY OF OPA-LOCKA CODE OF ORDINANCES AND THE CITY LAND DEVELOPMENT REGULATIONS FOR SECTIONS 22-79, 22-80, 22-81 AND 22-82, TO INCLUDE PROVISIONS FOR "LIMITATIONS AND RESTRICTIONS ON USE OF METAL COVERING (METAL CONTAINERS) FOR BUILDINGS AND ADDITIONS" IF THEY CONFORM IN EVERY RESPECT WITH ALL APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Application would allow businesses to use shipping containers for storage or office activities. Some businesses need to expand their operations beyond their existing footprints, and the use of shipping and/or metal containers allows them to do so in a timely and creative manner on a temporary basis.

Director Gay continued that while this particular use has been undertaken mostly on construction sites to provide on-site office operations, other businesses that need additional storage, possibly on a temporary basis, have the option of using these structures.

Zoning Official Lee stated that the proposed Ordinance would allow shipping containers to be repurposed in order to manage operations on an already-established site based on Florida Building Code. It will still be necessary to pull permits for the inclusion of these containers.

Zoning Official Lee continued this amendment would allow City residents and businesses may take advantage of a use that is already in Florida Building Code. Shipping containers are already repurposed and converted to uses allowed under Florida Building Code for residential and commercial use. Opa-locka already allows the use of these containers in industrial districts.

Zoning Official Lee stated that the primary advantages of using shipping containers include their ready availability as well as their multiple sizes. The containers are typically used in industrial districts for safety and security. They are easily moved from one part of a property to another and can also allow for greater speed when connected to an existing foundation, and the interior can be retrofitted more quickly than would be possible in building from the ground up. Manufactured containers are also stackable and can be used to create multiple levels.

Florida Building Code already allows for the use of metal containers in construction. The proposed Ordinance would support this permission and allow for the use of containers in additional districts.

Containers are also used for temporary purposes, such as construction or trade shows. The City hopes to go a step further by allowing these structures to be used on a permanent basis as a part of new development, where they will provide for a sturdier, more mobile, more easily configured, and faster-built space when adhering to the requirements of Florida Building Code.

Zoning Official Lee showed an example of the proposed use, pointing out that while a structure using containers may look rough from the outside, they provide safety, viability, and speed that can provide a significant return on investment. Other cities have allowed this type of use for some time. Staff recommends adding this Ordinance to the City's available options for building homes and/or commercial properties.

Chair Guerrera asked if the use of containers would also be accepted in residential areas as new development. Zoning Official Lee explained that the Ordinance would allow developers to incorporate containers into their properties as permitted by Florida Building Code. He emphasized that a developer may need to retrofit the inside of the container(s) in order to follow this Code.

Chair Guerrera asked if containers would be suitable additions to existing developments. Zoning Official Lee emphasized that this would be permitted as long as the use of the container follows Florida Building Code.

Director Gay noted that the photographic examples in the presentation show that containers are used in development. Some developments in South Florida include container construction that is modified by stucco and finishing, which make it more difficult to identify that containers are being used. Other applications at which containers are used may include "pop-up" events, stages, stores, parks, and others.

At this time Chair Guerrera opened the public hearing.

Arianna Jorge, business owner, provided photos of the prefabricated container used by her business. The structure is fully compliant with Miami-Dade County Code and is used for office purposes only. There is no plumbing, although the container has electricity and air-conditioning. She explained that this was a convenient solution for her business, as it grew very quickly and required expansion into office space.

Ms. Jorge continued that the container is pre-built and resembles an ordinary building on both the inside and outside. She is in the process of seeking a permit for the building, which would be the first office use of a shipping container in Opa-locka.

Motion made, and duly seconded, to approve the new coding in the City. In a roll call vote, the **motion** passed unanimously (4-0).

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS, ARTICLE IV, SECTION 22-101, FOR THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT TO INCREASE BUILDING HEIGHTS TO TEN STORIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay stated that this Ordinance would address the recently approved Historic Downtown Opa-locka District, which is a “stand-alone” zoning district focusing specifically on the Downtown area. When this district was created, the City took a conservative stance with regard to building heights, which are currently limited to seven stories. Over time, however, developers have approached the City to express interest in constructing taller buildings in the Downtown area. The City would like to consider this as a potential opportunity for development.

Staff has reached out to Miami-Dade Aviation, which provided a graphic of the takeoff and landing configurations in relation to the City. No runways extend directly toward Downtown, but instead move north or south of Downtown at angles. At the edges of the Airport property, the heights allowed are greater than the seven stories permitted within the Historic Downtown Opa-locka District.

Zoning Official Lee advised that Staff has entertained input from several different developers who wanted to build within Opa-locka. While the City offers density at up to 150 units per acre, it would be difficult to build this many units with a height limit of seven stories. He noted that zoning Code for the City’s mixed-use corridor allows up to eight stories, although this corridor does not cover the entire Downtown area.

The Historic Downtown Opa-locka District (HDOD) is a separate zoning district that is not considered commercial or industrial. Increasing the heights permitted within this

district would allow more mixed-use development which would make the area a destination and attract more people and services.

The intent behind creating the HDOD was to provide consistent zoning regulations while redefining the Downtown area as the City's center. This would allow for revitalization of underused areas and improvement of that segment of the City.

Zoning Official Lee continued that most developers indicated they wanted more height in order to attract good retail as well as a strong return on their investment in residential units. The requested increase in height would make the density more attainable and allow the developers to accommodate the cost of bringing in bottom-floor retail.

With respect to the Airport, Zoning Official Lee noted that for many years, proximity to that facility limited the heights to which a developer could build. When Staff reached out to Airport officials to discuss these heights, they determined that greater heights could be accommodated. Staff recommends approval of the Application.

Chair Guerrera requested clarification that the density parameters of the HDOD will not change: the only change would be to the height requirements, which would allow developers to more easily build to that density. Zoning Official Lee reiterated that the current limit of seven stories would not allow developers to build up to 110 or 120 units per acre rather than the permitted density. He estimated that most of the requested heights would be approximately 10 stories or 120 ft.

Director Gay advised that the height limitation provided to Staff through Federal Aviation Administration (FAA) was up to 125 ft. The permitted height may vary depending upon the type of building a developer is seeking to build. Strictly residential development may include a nine- to ten-foot floor plate; however, mixed-use development is proposed for the area, which may require a larger floor plate for the first two floors. If a parking garage is included, the floor heights may be lower for that area. He concluded that the number of stories would depend upon each project's design.

Director Gay further clarified that permission to build to a height of up to 120 ft. was provided on maps that show distance, direction, and angles from the Airport. Zoning Official Lee added that while height opportunities are being increased, the FAA will review all development plans to ensure that they meet the appropriate criteria based on that agency's regulations.

City Attorney Pam Booker noted that the Ordinance includes a typographical error in the eighth "Whereas" clause: the language in that clause should refer to 10 stories rather than 12.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve with the change in the "Whereas" clause to make it consistent with the title that it is 10 stories, not 12. In a roll call vote, the **motion** passed unanimously (4-0).

5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT CONSTRUCTION TRADES & EQUIPMENT/VEHICLE STORAGE; VEHICLE RECOVERY (REPOSSESSION) & STORAGE; TOW TRUCK AND TOW VEHICLE STORAGE; SHIPPING CONTAINER STORAGE YARD; UTILITY VEHICLES & EQUIPMENT PARKING & STORAGE USES IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that this Ordinance also provides an opportunity for the City to expand on uses in its industrial areas. The I-4 zoning district is typically associated with junkyards, scrap metal operations, and other challenging uses.

Because many other municipalities have eliminated these uses from their zoning Codes over time, Opa-locka is often seen as providing an opportunity for those uses. The Ordinance is an attempt to make I-4 zoning more flexible. Director Gay pointed out that most junkyard or scrap metal operations do not expand; however, there are other heavy industrial uses that could be developed in the City, including logistics and vehicle storage. These uses would be added to the I-4 zoning district.

Director Gay pointed out that uses such as logistics and vehicle storage are cleaner than junkyard or scrap metal operations, with a lesser overall impact on the City's infrastructure. The intent is to make the I-4 zoning district more integrative by adding these uses.

Zoning Official Lee recalled that for many years, certain areas of the City were home to only junkyards, salvage operations, scrap metal facilities, compacting/shredding of vehicles, and similar uses. The Miami-Dade Department of Environmental Resources Management (DERM) is currently attempting to ensure that uses comply with local, state, and federal Codes, some of which cannot be easily met by the businesses that have traditionally operated in those areas over the last 20 years.

Zoning Official Lee continued that it is in the City's best interest to expand the uses allowed within those areas, encouraging uses that are cleaner, that can comply with DERM requirements, and do not contaminate soil, water, or air. With this in mind, Staff examined additional uses that need a significant amount of property on which to operate. The proposed Ordinance would amend the Zoning Code to allow these uses, which include construction trades as well as equipment and vehicle storage.

Zoning Official Lee further clarified that vehicle recovery or repossession would allow vehicles to be kept on a site until the vehicle is paid for by some entity. Shipping container storage would mean containers are stacked to a certain level on the property before they are sold or leased to others. Utility vehicles and equipment include Florida Power and Light (FPL) and other utility providers' equipment. These uses would all offer low contamination to the air, water, or soil.

Staff recommends approval of the amendments to provide better use of the I-4 zoning district and attract more businesses to Opa-locka.

Chair Guerrera asked if current uses involving storage of vehicles and equipment would become nonconforming uses under the amendments. Zoning Official Lee explained that there would be no changes to the zoning districts in which these uses are already permitted: the City would instead expand where those uses may be located.

Chair Guerrera asked if an owner seeking to change the use of an area that currently includes uses that may result in contamination would need to mitigate the effects of that contamination. Zoning Official Lee confirmed this, pointing out that these facilities are already required to do so. DERM inspects these facilities annually in order to renew those uses' licenses; if they do not meet DERM's requirements, they would not receive approval to continue their operation, and the City is prohibited from issuing a business license for those uses until requirements have been met.

Board Member Hibbert Smith asked how many businesses such as those described by the Ordinance are already located in the Cairo Lane or Alexandra Drive areas. Zoning Official Lee clarified that while no such uses are currently licensed to be in those areas, the City has received inquiries from users such as equipment storage, vehicle recovery, and construction trades.

Director Gay also pointed out that sufficient acreage is a necessity for these types of uses. Many other municipalities do not have large areas with contiguous acreage, although Opa-locka does.

Chair Guerrera requested clarification of the current zoning category for these uses. It was clarified that this may be I-2 or I-3. Director Gay added that some businesses may be operating in locations where zoning has changed over time, which means they may have become legal nonconforming uses.

Zoning Official Lee called the Board members' attention to a slide showing the entire I-4 zoning district, stating that the intent is to allow new uses on a market-driven basis.

At this time Chair Guerrera opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Hibbert Smith, seconded by Board Member Mata, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT:

Director Gay advised that no Planning and Zoning Board meeting is anticipated for the month of December 2024 at this time. Staff will prepare a year-in-review document in 2025 to show the Board's impact on development in Opa-locka in 2024.

The meeting was adjourned at 6:50 p.m.

Sponsored by: City Manager

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-Locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-Locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the intention of this section is to develop the Historic Downtown Opa-Locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain; and

WHEREAS, the overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community; and

WHEREAS, the Planning and Zoning Board of the City of Opa-Locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-Locka District and provided a recommendation of approval. The district shall be included within the City's Land Development Regulations as Article IV, Section 22-101.

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

SECTION 1. Incorporation of Recitals.
The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Historic Downtown Opa-Locka District.
The City Commission of the City of Opa-Locka hereby approves an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption and implementation of the Historic Downtown Opa-Locka District, for inclusion within the City's Land Development Regulations as Article IV, Section 22-101. A copy of the code amendment is attached hereto as Exhibit "A".

SECTION 3. Severability.
The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 4. 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 without need of public hearing following review by the City Attorney, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5. Effective Date.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter**.**

PASSED FIRST READING this 8th day of December 2021.

PASSED SECOND READING this 12th day of January 2022.

Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Taylor

Seconded by: Commissioner Bass

VOTE:	**5-0**
Commissioner Bass	YES
Commissioner Davis	YES
Commissioner Dominguez	YES
Vice Mayor Taylor	YES
Mayor Williams	YES

CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, January 12, 2022 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opalocka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 2, ARTICLE XI, DIVISION 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED "HISTORIC ENVIRONMENTAL PRESERVATION BOARD" TO ESTABLISH MINIMUM STANDARDS FOR MUNICIPAL HISTORIC PRESERVATION PROGRAMS AS SET FORTH IN THE MIAMI-DADE COUNTY HISTORIC PRESERVATION ORDINANCE SECTION 16A-3.1; PROVIDING FOR BOARD ORGANIZATION AND QUALIFICATIONS; BOARD DUTIES AND RESPONSIBILITIES; SCOPE OF REGULATIONS; DEFINITIONS; ADMINISTRATION AND ENFORCEMENT RULES AND REGULATIONS; SITE/DISTRICT/ZONE DESIGNATION PROCESS AND PROCEDURES; DEMOLITION PROCESS AND PROCEDURES; PROCEDURES FOR MAINTENANCE OF DESIGNATED PROPERTIES; CERTIFICATE TO DIG PROCEDURES; AN APPEALS PROCESS; PENALTIES AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-04, FOR THE ALI-BABA NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 45 ACRES, BOUNDED ON THE EAST BY N.W. 17TH AVENUE, ON THE WEST BY N.W. 22ND AVENUE, ON THE NORTH BY N.W. 151ST STREET, AND ON THE SOUTH BY N.W. ALI BABA AVENUE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-11, FOR THE EAST-WEST SAFE NEIGHBORHOOD DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 100 ACRES, BOUNDED ON THE EAST BY N.W. 17TH AVENUE, ON THE WEST BY N.W. 22ND AVENUE, ON THE NORTH BY N.W. 141ST STREET, AND ON THE SOUTH BY N.W. 135TH STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-05, FOR THE NILE GARDENS NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 320 ACRES, BOUNDED ON THE EAST BY N.W. 27TH AVENUE, ON THE WEST BY ALEXANDRIA DRIVE, ON THE NORTH BY N.W. 135TH STREET, AND ON THE SOUTH BY N.W. 128TH STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE THE MOORISH REVIVAL STYLE DESIGN HANDBOOK; PROVIDING FOR DEFINITIONS, PERMIT AND SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-102, CREATING THE OPA-LOCKA INNOVATION DISTRICT, PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES, PROVIDING FOR DEVELOPMENT REGULATIONS AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE VARIANCE REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REVIEW FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above item may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, January 12, 2022.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka

City of Opa-Locka
Agenda Cover Memo

Department Director:	Gregory Gay			**Department Director Signature:**			
Finance Director:				**FD Signature: Department**			
City Manager:	John E. Pate			**CM Signature:**			
Commission Meeting Date:	12-8-21		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex: PTP		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bi#: N/A**				
		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** ☐ **Communcation** ☐				
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS PURUSANT TO ARTICLE V – CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. , the intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and

functional buildings where people can reside, work and entertain. the Planning and Zoning Board of the City of Opa-locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-locka District and provided a recommendation of approval.

Proposed Action:

Staff has recommended approval of this legislation.

Attachment:

Draft Ordinance LDR Amendment Article V Historic Downtown Opa-locka District.

ORDINANCE NO.

AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS PURUSANT TO ARTICLE V - CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, the City of Opa-Locka adopted the Opa-Locka Community Redevelopment Plan (OLCRP), a conceptual plan prepared by Carras Community Investment, Inc. in conjunction with Urban Revitalization Solutions. The OLCRP sought to capitalize on the area's assets while redressing enduring concerns about building vacancy, crime, public safety, open space, and underutilization of land; and

WHEREAS, in 2015, the OLCRP was followed by more advanced planning effort that culminated in the Sustainable Opa-Locka 2030 Comprehensive Development Master Plan (SOCDMP), an implementation strategy prepared by the Corradino Group. In the OLCRP it identified the Downtown Opa-locka as a challenged economic area in need of revitalization to promote a thriving wealth-creating and job-generating business center with regional strength; and

WHEREAS, both the OLCRP and the SOCDMP advanced the idea of implementing revitalization activities as well as a special district designation in order to revitalize a depressed and underutilized segment of the City; and

WHEREAS, the Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network; and

WHEREAS, the zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a

town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations; and

WHEREAS, the intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain; and

WHEREAS, the overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community; and

WHEREAS, , the Planning and Zoning Board of the City of Opa-locka held a public hearing on October 5, 2021, to consider an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption of the Historic Downtown Opa-locka District and provided a recommendation of approval..

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Incorporation of Recitals.
The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Adoption of the Historic Downtown Opa-locka District.
The City Commission of the City of Opa-locka hereby approves an amendment to Ordinance 15-31 of the Land Development Regulations for the adoption and implementation of the Historic Downtown Opa-locka District. A copy of the code amendment is attached hereto as Exhibit "A".

SECTION 3. **Severability.**
The provisions of this Ordinance are severable and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 4. Scrivener's Errors.

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

SECTION 5. Effective Date.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

PASSED AND ADOPTED this ____ day of _____, 2021.

_____
Elio Guerrero, Chairman

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: _____

Seconded by: _____

VOTE:

Section 22-97. – HISTORIC DOWNTOWN OPA-LOCKA DISTRICT

(A) Purpose and intent.

The Historic Downtown Opa-locka District (HDOD) district designation seeks to provide consistent zoning regulations that will redefine the historic center of the city in order to create a unique urban district that will provide a physical place where daily life activities such as shopping, trading, working, governing, faith, the arts and entertainment and dwelling will interact and complement each other into a cohesive whole pattern and network. The zoning district will provide goals and objectives to provide guidance for historic, present and future development with the view toward creating a town center neighborhood that will be a symbol of the community and a reflection of the city's values and aspirations. The intention of this section is to develop the Historic Downtown Opa-locka District ("district") as defined, recognizable area that is community-oriented, surrounded by historic-natural settings and functional buildings where people can reside, work and entertain. The intent of the city in adopting the Historic Downtown Opa-Locka District Ordinance is to:

(1) Define the boundaries of the historic downtown district;

(2) Expand the economic base of the city, by providing additional employment opportunities and additional revenues to the city and the region by making the area of the district more attractive in ways that can increase commerce and tourism which will assist in the development of specific plans that will allow for large scale social events and activities within the district to consider the city when choosing their sites;

(3) Provide the basis for the continued and expanded support for initiatives that will cause the district to be considered as a destination for large scale events and activities in conformance with the goals and objectives of other city policies;

(4) Enhance the area encompassed by the district through programs that will attract workers, residents and visitors to active public spaces and gathering places and create a pedestrian friendly environment;

(5) Develop programs to further enhance the pedestrian environment through the establishment of unique streetscape design guidelines providing additional signage opportunities.

(B) Establishment of the district.

The Historic Downtown Opa-locka District shall be established as an area of the city where it has been found that programs which will contribute to economic development through the development of a more active streetscape should be undertaken. The district shall have the following territorial boundaries: Starting from a point in the centerline of Northwest 27th Avenue and Ali Baba Avenue, proceeding west along Ali Baba Avenue /the CRX Railroad ROW including the northern portion of Burlington Street to NW 37th Avenue, North towards Sabur Lane and west to Sharazad Boulevard, Historic City Hall –Sherbondy Village Community Center Complex on the north side and curve East to back to NW 27th Avenue.

(C) Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block means a combination of building lots, the perimeter of which abuts a public right-of-way or public space.

Block face means the right-of-way line that delineates a block edge.

Building height means a limit to the vertical extent of a building measured in feet above grade. Building height shall be measured in feet from the average elevation of the affronting curb to the eave line.

Civic uses means premises used primarily for public education, cultural performances, gatherings and displays administered by not-for-profit cultural, educational, governmental and religious organizations.

Carmenes means secluded inner gardens or courtyards with private-public features such as fountains, benches and ornamental architecture.

Colonnade means a roofed structure, extending over the sidewalk, open to the street except for supporting columns or piers.

Courtyard garden means a grade level garden enclosed on at least three sides, at least two sides by building walls and on its remaining sides by fences or garden walls, with a minimum 30 percent of its area landscaped. The street opening to the courtyard garden shall not exceed the width of the street or square that it fronts.

Curb radius means the curved edge of street paving at an intersection, measured to the inside travel edge of the travel lane.

Easement means an area of private property legally dedicated for public use.

Frontage means the property line or lines of a lot that coincide with a right-of-way or other public space.

Paseo means an easement that allows public pedestrian access traversing private property from one public right-of-way to another.

Public open space means an open space that is accessible to the public all or some of the time, including, public rights-of-way, parks, plazas, squares, canal-walks, alleys, colonnades, carmenes, courtyard gardens, paseos and other easements.

Square means a public space surrounded on four sides by streets or other vehicular passage. Every corner of a square shall have a street intersection.

Street means a thoroughfare for the movement of pedestrians and vehicles, which may be public open space or private property allowing public passage.

Streetwall means the vertical surface of a building or structure that faces public space.

Traffic calming device means a structure or device that is intended to slow the speed of the traffic on a roadway. It is usually constructed at an intersection. Examples of traffic calming devices are traffic circles and roundabouts. Traffic calming devices may include a change of pavement height, texture and materials to identify an area where speed is to be reduced.

Cross reference— Definitions generally, Sec. 22-238.

(D) Uses.

(A) Allowed uses.

Accounting, bookkeeping, law and other professional offices.

Agency (for employment, travel and/or services to be performed elsewhere).

Art or photographic studio (commercial).

Automobile rental agency, office use only.

Bank or other financial institution.

Business or commercial school.

Catering and delicatessen (including butcher shop) business.

Civic clubs, lodges and fraternal organization facilities.

Conference, meeting facilities or areas of public assemblage for less than 20 people.

Day care center, nursery school or preschool facility.

Dental care and doctor's offices.

Dog grooming only—prohibiting a "pet shop" type business or the boarding, maintaining or keeping of dogs on-premises anytime between 7:00 p.m. and 7:00 a.m.

Dry cleaning and laundry, drop-off/pick-up only.

Family restaurant/arcade; so long as the arcade use does not exceed 40 percent of the available business space, alcoholic beverages are permitted on the premises pending administrative review, no gambling games/machines are permitted, the arcade area is continually supervised, and the family nature of the operation is maintained. No more than two family restaurant/arcades shall be permitted in the Downtown District.

Gymnasium, health club, dance studio or other center where "physical activity" lessons are conducted.

Insurance agency.

Laundry—No more than two allowed in the Downtown District.

Lodging (Hotels, Motels, Peer to Peer home sharing services)

Museum.

Mixed-use development of residential uses on upper floors above retail, office and related uses.

Office supply or support (office supplies, copying, printing shop).

Personal services (i.e., barbershops, beauty parlors, physical therapy clinics, etc. No physical therapy clinic shall be open for business between the hours of 10:00 p.m. and 6:00 a.m.).

Pharmacy.

Post office.

Restaurant (and lounge), cafe, cafeteria, bar and grill.

Retail use.

Small appliance sales and/or service.

Sporting goods store; excluding the sale of weapons and related products used for sporting and hunting activities, no outdoor store displays or merchandising activities; no more than one store allowed in the district that sell the described merchandise.

Stereo/video/electronics rental, sales and/or service.

Theater (live) or motion picture house.

Veterinary clinic (excluding short-term boarding, for medical purposes only).

Other enterprises or businesses which are similar in character and impact to enterprises or businesses enumerated herein, and which are consistent with the Comprehensive Plan adopted pursuant to Chapter 163, Florida Statutes. A final determination of similarity with listed uses and consistency with the Comprehensive Plan shall be made by the City Commission, after obtaining a recommendation by the Planning and Zoning Board.

(B) *Prohibited uses.*

Adult bookstore;

Adult-related business;

Gaming, gambling and casino machines, billiard and pool parlors;

Automotive auctions, repair, sales and service facilities;

Bar; Package store

Clinical laboratory;

Funeral home;

Gun range;

Gun shop;

Pawn shop, Thrift store;

Tattoo Parlor;

Large-scale administrative offices, big box retail/wholesale sales operations and service and professional facilities;

Any large or medium-scale aviation or marine-related repair or service facilities;

Open air, tented, or booth-operated flea markets or any retail/wholesale sales operation not contained within a business building, except as otherwise permitted by Florida State Statutes, §§ 110-01 through 110-03 and permitted temporary uses in LDR Sec. 22- 119.

Any industrial or manufacturing operation or facilities.

(E) Goals and objectives.

The overall goal and objective of the district is to provide regulation and development guidelines to contribute to the long-term sustainability and quality of life for the community. Specific goals and objectives include, but are not limited to, the following:

(1) Promote pedestrian-friendly rights-of-way.

(2) Protect public open spaces.

(3) Promote mixed-income housing strategies.

(4) Foster historic preservation.

(5) Improve code compliance and enforcement.

(6) Encourage meaningful development boundaries.

(7) Promote local and regional public transportation.

(8) Pursue public education on redevelopment.

(F) Implementation concepts.

The concepts of the district shall be as follows:

(1) *Make pedestrians a high priority.* Enhance the open network of smaller blocks and provide increased access through new sidewalks, paseos and public alleys. Provide a tree canopy planted along sidewalks or medians to create shade from the sun and more attractive streets or sidewalks.

(2) *Slow down vehicular traffic.* Reduce lanes or lane widths, expand the median and add on-street parking and trees as traffic calming devices. Use swale areas facing streets and sidewalks for trees and shrubs and encourage property owners to enhance landscaping. Provide parking in the rear areas, hidden from the front view. Reconstruct curbs with smaller radii at intersections. Encourage property owners to provide cross access between their parking lots and that of their neighbors.

(3) *Improve pedestrian corridors.* Improve commercial facades to increase pedestrian comfort and safety through enhanced lighting and landscaping. Improve the network of secondary pedestrian corridors in order to extend existing patterns of pedestrian travel. Create a sense of enclosure and urban character through street facade.

(4) *Aggregate open space for squares, plazas, passive parks and other public open spaces.* Promote activity and natural surveillance by providing plazas and squares, open to the public and level with the grade of the sidewalk. Create a legible network of open spaces by waiving minimum open space requirements on specific lots or parcels in exchange for a credit to develop larger open public spaces.

(5) *Extend transit, at a variety of scales and modes of travel.* Implement a circulator system, such as a local bus system, to be used for local service and to connect to the regional system. Increase transit ridership to facilitate growth and mobility without unmanageable traffic congestion.

(6) *Attack visual blight.* Promote infill development along the edges of blocks to define street space. Inventory vacant or underutilized lots and provide incentives for development. Utilize code enforcement procedures to compel compliance from property owners who have neglected the appearance of their property. Enforce building codes to ensure applicable minimum standards for older buildings.

(7) *Provide for water retention areas to improve drainage and flooding protection in low-lying areas.* Promote the procurement of vacant or underutilized land that may be reservoirs for additional storage and storm water retention within the district. Provide for a hydric park network to reduce flooding and restore the community's connection to water resources.

(8) *Promote civic uses.* Encourage public access and participation by providing cultural performances, gatherings and displays for education and enlightenment.

(G) Precedence over other zoning and land use regulations.

In addition to the criteria previously provided in the Downtown Mixed Use Overlay (DMU) land use classification and the Historic Downtown Opa-locka District (HDOD), commercial liberal (B-2), multifamily (R-3), light industrial (I-1), Liberal Industrial (I-3) and civic (C) zoning districts, the requirements provided in this division must also be followed as the requirements of the HDOD shall prevail.

(H) Road classifications in the HDOD district.

To further define the functions of the roads and streets within the district, roads are classified as follows:

(1) *Major roadways* shall mean those roads that are designed for the efficient movement of people and vehicles to and through the district. The roads enable traffic to easily traverse the area as well as provide access to other areas within and outside the City of Opa-locka. NW 27th Avenue, NW 37th Avenue, State Road 9, Ali Baba Avenue, Opa-locka Boulevard are classified as major roadways within this district.

(2) *Minor roadways* shall mean those roads that are designed for ease of access for the movement of people and vehicles through the district. Minor roadways generally provide short distance access to individual properties within the district and to adjoining areas. Ali Baba Avenue, from 17th Avenue to LeJeune-Douglass Connector; Sharazad Boulevard from NW 27th Avenue to Ali Baba Avenue, and Opa-locka Boulevard from NW 27th Avenue to Sharazad Boulevard.

(3) *Local streets* mean those roads in the district that provide access to individual properties that are not designated major or minor roadways.

(l) Zoning regulations.

(a) Mixed Use Residential densities in downtown multifamily R-3, R-4, B-2, I-1 and I-4 zoning districts shall not exceed 150 units per net acre, unless the property owner provides public open space as provided in incentives (2) below, but in no event shall the units per net acre exceed 200 units for affordable/live-work or assisted living. Residential densities outside of the HDOD shall not exceed 150 units.

(b) Landscaping for all property zoned residential or that includes residential uses within the zoning district shall conform to an urban design plan that will be adopted by the city within eight months of the effective date hereof.

(c) The dimensions of squares, plazas, paseos and other open public spaces shall conform to an urban design plan that will be adopted by the city within four months of the effective date of the ordinance from which this section is derived.

(d) The facade and architecture requirements shall conform to a Moorish design plan. The goal of the architectural parameters is to promote creative architectural solutions within an ensemble of basic urban forms that will ensure harmony and continuity without mandating a particular style. Building design shall promote pedestrian safety, comfort and interest for adjoining public spaces. Building design shall promote energy conservation by including self-shading, natural lighting, natural ventilation, outdoor circulation and reduced dependence on artificial lighting and air conditioning.

(e) Streetwalls shall have pedestrian entrances at maximum intervals of 150 feet. The principal pedestrian entrance of all buildings shall be from the street, courtyard garden or from a paseo.

(f) Streetwalls, landscape buffers or a building shall be constructed to screen parking from view.

(J) Incorporation of TOD District

A Transit Oriented Development District is generally characterized as a developed environment within a quarter-mile of a public transit system, with building characteristics and public amenities that promote the safe movement of pedestrians.

The City of Opa-locka's Transit Oriented Development District is located in the HDOD which boundaries stated in item (B).

Opa-locka's Transit Oriented Development District (TODD) is specifically created to facilitate mixed-use development, with access to transit stations or stops along existing and planned high performance transit service corridors.

The TODD Code also encourages commercial functions that include shop-fronts at street level, with residential units and office space above, wide pedestrian-friendly and multimodal sidewalks, rear on-site parking, and possibly public parking facilities.

The TODD incorporates the goals of the HDOD efforts with elements from the previous Commercial Liberal ("B-2") and Downtown Mixed Use Overlay District standards to produce development standards for the TODD. The TODD facilitates mixed-use development, pedestrian-oriented streets, public mobility options, Moorish style architecture, and opportunities for location of work, play, services and entertainment within walking distance.

General. This designation shall be known as the TODD for the City of Opa-locka. The TODD shall promote the Goals, Objectives and Policies contained of the previous Downtown Mixed Use District designation within the Future Land Use Element of the Comprehensive Plan. Specifically, Objective LU-2 of the Sustainable Opa-locka 20/30 Comprehensive Plan Future Land Use Element are designed to maximize the development potential of Historic Downtown Opa-locka.

The TODD designation supplements the Land Development Regulations ("LDR") provisions within the City of Opa-locka for the area known as the HDOD. The TOCD is generally described as the area bound to the north by Dunand Avenue, to the east by NW 27th Avenue, to the south by NW 135th Street, and to the west by Sesame Street.

Opa-locka's TODD designation is specifically created to encourage compact first-rate projects based upon smart growth principles; to preserve the existing character of neighborhoods surrounding the Historic Downtown Opa-locka core; to regulate for high-quality infill development, and to create a predictable process for developers and the community to meet these goals.

(J) Incentives.

Incentives to encourage land development to achieve goals and objectives within the district are as follows:

(1) Land dedication for sidewalks outside of public right-of-way, passive parks, paseos, public use and open spaces, a natural drainage parkway or land for additional

storage and stormwater retention in lieu of payment of a monetary park, recreation and open space fee as provided by (X).

(2) Increased density for residential or mixed use development for additional units per net acre up to a maximum of 32 units per net acre as provided in the multifamily R-3, R-4 zoning designations in the HDOD zoning districts. Additional units per net acre will be permitted in exchange for land located within the HDOD district, or a monetary contribution equal to the fair market value of the land not to exceed 40 percent of the total donation, donated to the city as a passive park, paseo, public and/or open space or a natural drainage parkway as follows: 1,500 square feet for each of the first two additional units, 1,000 square feet for each of the third, fourth and fifth additional units, and 850 square feet for each additional unit after the fifth additional unit. If land located anywhere within the HDOD district is donated to the city, then the city shall waive the city park, recreation and open space impact fee for each additional unit.

(3) Financial assistance from the Opa-locka Community Redevelopment Agency to eligible properties for renovation of commercial properties fronting major and minor roadways within the district.

(4) Provide a perpetual easement to the city on private property for construction of an architectural feature at or near the boundaries of the district as a credit toward satisfaction of minimum open space requirements.

(5) Provide a perpetual easement to the city on private property for sidewalks, paths and paseos or natural drainage parkways as a credit toward satisfaction of minimum landscaping and open space requirements.

(6) Contests and prizes offered by a not-for-profit organization or public-private partnership to promote good urban design and innovation for the enhancement and sustainability of the district.

(7) Five thousand dollars to be paid to the city for each parking space below the minimum parking requirements for on-site parking, but in no event shall the deficiency in on-site parking exceed 30 percent of the minimum parking requirements. These funds shall be placed in a designated account and accumulated by the city to finance a parking system within the HDOD that will include a parking garage within a 1,500-foot radius of boundary lines of the property where city hall is located. Affordable housing properties developed and owned by the city are exempt from the provisions in this paragraph.

(8) Provide a minimum 20% total combination of affordable/elderly housing.

(9) The grant of incentives identified in subparagraphs (1), (4), (5), (7) and (8) above, shall require approval of the city commission by ordinance.

(K) Special permit

In order to be granted a permit for such establishments within this district, the property owners/applicant shall obtain a Special Permit as specified in the Opa-locka LDR/Zoning Code Ordinance, as amended, the zoning ordinance of the City. In reviewing an application for establishments serving alcoholic beverages, the director of Planning and Community development shall apply the following review guidelines criteria in addition to the standard criteria of a Special Permit.

In reviewing an application for the District Permit for a supper club, nightclub, restaurant, coffee shop, or bar, the following additional criteria shall apply:

a. Use requirements and restrictions: To qualify to operate a supper club, nightclub, restaurant or bar & grill, the establishment must have a minimum of 40 seats. To qualify or coffee shop, the establishment must have a max of 20 seats.
b. Operational Plan: An Operational/business plan that address the hours of operation, number of employees, menu items, goals of the business, and other operational characteristic pertinent to the application.
c. Parking: Irrespective of parking requirements specified in the LDR/Zoning Code as amended, the zoning ordinance of the City of Opa-locka, adaptive reuse of existing buildings for this function shall be required to provide additional parking via on street parking or parking agreement with established shared parking arrangement; however, new buildings or facilities shall be required to provide a parking plan which fully describes where and how the parking is to be provided and used, e.g. valet, self-parking, shared parking, after-hour metered spaces, and the manner in which the parking is to be managed. By a Special Permit, 100 percent of the required parking may be located offsite within a distance of 500 feet from the subject establishment if the proposed parking is to be self-park, and a distance of 1000 feet from the subject establishment if the proposed parking is to be by valet. For restaurants and other dining establishments, as adaptive re-use of an existing structure, any square footage used of the kitchen and/or storage areas will not be counted towards the parking requirements.
d. For establishment proposing capacities of more than 200 persons, an indoor/outdoor crowd control plan that addresses how large groups of people waiting to gain entry into the establishment or already on the premises, will be controlled.
e. A security plan for the establishment and any parking facility.
f. For establishment proposing capacities of more than 200 persons, a traffic circulation analysis and plan that details the impact of projected traffic on the immediate neighborhood and how to mitigate the impact.
g. A sanitation plan, which addresses on-site facilities and off-premises issues resulting from the operation of the establishment.
h. A plan depicting proximity of proposed establishments of residential use

i. If the proposed establishment is within 500 feet of the residential uses, noise attenuation plan is required.

(L) Alcoholic beverage sales within the district.

(a) *Minimum* distance *requirements*. There shall be no minimum distance required between any places of business within the entertainment overlay district licensed by the state to sell alcoholic beverages for consumption on the premises and any other place of business similarly licensed within the district.

(b) *Hours of operation*. The hours and days of sale and consumption of alcoholic beverages are set forth in section 6-369.

(c) *Hours for music and entertainment*. Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall comply with special events and entertainment regulations as set forth in chapter (X) of the City of Opa-Locka Code of Ordinances.

(d) *Outdoor sales of* alcoholic *beverages*. Those persons or entities within the district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption on both adjacent to and operated in concert with a business operated within enclosed premises. Alcoholic beverages can only be consumed on premises of purchase.

(M) Signs. See LDR Sec. 22-229.

(N) Parking Standards and Requirements.

1. In the HDOD contingent on use, shall be required to provide any off-street parking in excess of the off-street parking that is currently in existence in this "built-out" area of the City and subjected to administrative review or Planning and Zoning board and approval from City Commission.

2. All existing buildings in the HDOD are subjected to administrative review for any use currently allowed in this district to provide any additional off-street parking despite any change of use that might intensify the use of any building and normally require a corresponding increase in the amount of off-street parking.

3. However as a consequence of this provision, any existing building in the HDOD occupied for any currently allowed use as listed under subsection (2) providing any additional off-street parking due to an increase in any intensity of use shall be subjected to administrative review.

4. Nothing contained herein shall be construed to authorize or permit the physical expansion or addition to any existing building in the HDOD over or in any area of established and existing off-street parking prior to administrative review and approval.

5. That the aforesaid provisions shall not be applicable to any of the following:

(a) When an existing building in the HDOD is demolished and subsequently replaced by the construction of a new building on the property.

(b) When an existing building in this district is "effectively demolished" by the razing of more than 51 percent of the square footage of the existing structure and the subsequent reconstruction of that portion of the building previously demolished.

(c) When any additional area of occupancy and use is physically constructed and added onto, or attached to, any existing building in this district.

(d) When a new building is constructed on a previously vacant lot or parcel of property. If any of the foregoing instances occur, all off-street parking requirements and provisions contained in the Code of Ordinances shall remain applicable thereto.

Parking and density calculations.

(a) All parking allocations must be approved by the DRC.

(b) All development in the HDOD may be eligible receive a maximum of 35 percent reduction from the parking standards listed in Section 22-153 "Off Street Parking and Loading Standards" of the LDC pending administrative review and approval or Planning, Zoning and Appeals Board and the City Commission review and approval.

Payment-in-Lieu of Parking Fund. A Payment-in-Lieu of Parking Fund shall be established by the City to provide funding specifically for parking and related improvements within the HDOD. Payment-in-Lieu of Parking Fees will be collected from all applicants for development and uses within the HDOD that do not provide sufficient on-site parking spaces or Shared Parking spaces to meet the minimum parking requirements of the Code. The Payment-in-Lieu of Parking Fee option for compliance with this subsection shall become effective upon adoption by the City Commission of a Resolution which specifies the amount of the Payment-in-Lieu of Parking Fund Fee.

(a) Payment-in-Lieu of Parking Fund Fee Calculation. The amount of a payment to the Payment-in-Lieu of Parking Fund shall be calculated per parking space which is required but not provided via on-site parking spaces or Shared Parking spaces. The amount per parking space shall be determined by the average cost to the City for the construction of a parking space in a Parking Structure on a program wide basis within the HDOD, which shall be determined by the Building Director in coordination with the

Planning & Community Development Director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal fees, engineering, actual construction, and permit review and inspection.

(b) Payment in Full of Payment-in-Lieu of Parking Fee. For property owners opting to pay in full, or applicants not eligible to provide payment through a Payment in Lieu of Parking Agreement as provided in subsection (D), payment of the full amount of the in-lieu fee shall be due prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner.

(c) Payment in Lieu of Parking Agreement. In-Lieu of Parking Fee Agreements shall only be made between the City and the owner(s) of the subject property. Applicants for an in-lieu fee which is not paid in full prior to issuance of a building permit, must enter into an In-Lieu of Parking Fee Agreement with the City prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner. Such agreement shall be approved by the community development director, and shall be recorded at the property owner's expense in the Public Records of Broward County, Florida. The In-Lieu of Parking Fee Agreement shall provide that the obligations imposed by the agreement constitute a restrictive covenant upon the property, and shall bind successors, heirs and assigns, and shall be released by the City upon payment in full of the amount due under the agreement.

(d) Payment in Lieu of Parking Agreement Term. An In-Lieu of Parking Fee Agreement executed by a property owner applicant in accordance with this subsection shall provide that installment payments shall be made over no longer than a 36 month time period in 3 installments. The first installment shall be at least 50 percent of the total fee due, and shall be paid upon signing the agreement, prior to the issuance of a building permit for the development or a certificate of use, whichever occurs sooner. The second installment shall be in the amount of at least 25 percent of the total fee amount due, and shall be paid no later than the second anniversary date of the execution of the agreement. A third and final payment of 25 percent of the total fee may be authorized by the agreement, and shall be due no later than the third anniversary date of the execution of the agreement. A property owner subject to an In-Lieu of Parking Fee Agreement may make a redemption payment of the remainder of the amount due pursuant to the agreement, at any time prior to the final required payment.

On-Site Parking.

(a) All parking lots, garages, and Parking Structures shall be located at the rear of all buildings.

(b) Parking Areas shall be accessed from side and back streets and from adjacent properties.

(c) Large Surface Parking Lots shall be visually and functionally segmented into several smaller lots through the use of structures and landscaping. Designs that

reduce visibility, especially between Parking Areas and business entrances, shall be discouraged.

(d) Surface Parking Areas shall be obscured from Frontages by a building or Street Screen.

(e) Existing Surface Parking Lots are intended to be reduced, over time, through redevelopment and/or construction of structured parking facilities.

(f) Parking Areas shall not abut street intersections or terminate a street vista. On-street parking shall not be closer than 25 feet to a street intersection, measured from the extended right-of-way lines.

On-Street Parking (Parallel Parking).

(a) On-street parking will be allowed on Opa-locka Boulevard.

(b) On-street parking located adjacent to a building or lot shall not count toward fulfilling the parking requirements for that building or function.

Off-Street Parking

a) *Dwelling, multiple-family*: One space per bedroom with maximum two spaces per dwelling unit for residents. An additional five percent of the total residents' spaces shall be provided for visitors.

b) *Hotels and motels, including clubs:* One parking space for each sleeping room. If, in addition to sleeping rooms, there are other uses operated in conjunction with and/or as part of the hotel/motel, additional off-street parking spaces shall be provided for such other uses as would be required by this section if such uses were separate from the hotel/motel to the extent of 35 percent of the off-street parking specified in this article for retail stores, offices, services, establishments, bars, restaurants, dining rooms, night clubs, cabarets, ballrooms, banquet halls meeting rooms, auditoriums.

c) *Commercial uses:* **See LDR Sec. 22-155.**

d) Developments that provide Affordable/ Elderly Housing may be reduced as stated below. In no event shall parking be reduced by more than thirty-five (35%) percent of the spaces required.

e) A maximum 35% reduction in required parking may be permitted within the HDOD pending administrative review.

Shared Parking.

(a) The parking requirements for buildings containing more than one function shall be the total of the amount of parking required for each function.

(b) Shared Parking Areas shall be located no further than one-quarter mile of the building or function utilizing the Shared Parking capacity.

(c) Cross-access easements or similar mechanisms approved by the City Attorney shall be used to provide joint access between Shared Parking Areas.

(d) In a Parking Structure or Garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.

(e) Parking Structures shall have Liner Buildings along primary frontages and landscape bufferyards adjacent to residential properties.

(f) Vehicular entrances to parking lots, Parking Garages, and Parking Structures shall be no wider than 24 feet at the Build-to Line.

(g) Pedestrian walkways shall be integrated, to the extent possible, into the interior and/or perimeter landscaping of parking lots; constructed with brick pavers, stamped concrete or a paved or similarly firm surface, at least six feet in width; and separated from vehicular and Parking Areas by grade, Curbing and/or vegetation, except for necessary ramps.

(h) Pedestrian exits from all parking lots, garages, and Parking Structures shall be directly to a Build-to Line except underground levels which may be exited by pedestrians directly into a building.

(i) Parking facilities and appurtenant driveways shall be designed to maximize the safety and convenience of pedestrians walking between parked cars and business entrances as well as between external points and locations on-site.

Loading and Service Areas.

(a) Loading docks, solid waste facilities, recycling facilities and other service areas shall be located to the rear or side of a building in visually unobtrusive locations.

(b) All trash and recycling service areas shall be enclosed so as not to be visible.

(c) Loading docks and service areas shall be permitted on Frontages only by Administrative Approval.

Amenities. A minimum of one bicycle rack place shall be provided within a Pedestrian Zone for every ten vehicular parking spaces required by this Code within the Mixed-Use High and Mixed-Use Low districts.

Street requirements.

a) Streets in the HDOD are intended to be inviting public spaces and integral components of community design. HDOD streets shall be organized according to a hierarchy based on function, size, capacity, and Design Speed. In descending order of importance, the hierarchy shall consider pedestrians as the most important, followed by cyclists, mass transit, and automobiles. All design elements must consistently be applied to calm automobile traffic and to facilitate pedestrian activity.

b) The hierarchy of streets for the HDOD should adhere to Tables 2A. Public Frontages, 2B. Vehicular Thoroughfares, and 2C—2F. Thoroughfare Assemblies. The proposed hierarchy of streets shall be indicated on the submitted site plan with each street type being separately detailed.

c) Specialty paving required for pedestrian areas and the HDOD entrance is detailed in Tables 2C—2F. Thoroughfare Assemblies.

d) Streets may be comprised of segments. Each segment shall have the characteristic of one street type.

e) The elements that comprise a street within the HDOD are listed below and are depicted in detail in Tables 2C—2F. Thoroughfare Assemblies.

   A. Pedestrian Zone:
      1. Curb and Gutter.
      2. Planting Area.
         (a) Street Trees.
         (b) Shrubs.
         (c) Ground Cover.
      3. Sidewalk.
         (a) Optional Planting Area.
         (b) Pedestrian Accessways, Paths or Passages.
      4. Street Furniture.
      5. Lighting.
   B. Public Utility Equipment or Public Easement (required if determined to be necessary by the Planning & Community Development Director).
   C. On-Street Parking.
   D. Bicycle Lanes.
   E. Travel Lanes.
   F. Landscaped Medians.

f) In the HDOD, Sidewalks in addition to street trees, planting areas and furnishings occur within the Pedestrian Zone, which is comprised of the Build-to Line and the right-of-way.

g) Sidewalks are required on both sides the street except for a street on the undeveloped edge of a HDOD. Sidewalk requirements are listed in Tables 2C-2F. Thoroughfare Assemblies.

h) The primary Facades of all buildings shall contain the primary pedestrian Entry and face a public street.

i) The requirements for placement and types of street trees are specified in Table 4. Public Planting.

j) Street trees shall be planted on both sides of the street except for a street on the undeveloped edge of the HDOD district.

k) Depending on the street type, the planting area may contain the required landscaping, the required street trees, or a combination of both.

l) The required planting area width may be combined with the required Sidewalk to expand the Sidewalk beyond the required width. In this scenario, the street trees must be placed in tree grates.

m) Utilities shall be placed underground and should be located along Rights-of-Way ("ROWs").

n) Curbs and gutters shall conform to the City's Engineering design standards.

o) Parallel on-street Parking Areas (including area of adjacent paved gutter) shall be at least 7 feet wide for Residential streets and at least 7 to 8 feet wide for Primary and Secondary Streets, and at least 22 feet long for all streets.

p) Angled on-street parking may be provided as long as wheel stops or Curbed Sidewalks are provided.

q) On-street parking width shall include the adjacent paved gutter area. Curbed bulb-outs containing streets trees and/or other plantings are encouraged to be built at regular intervals and at all intersections within a dedicated on-street Parking Area.

r) Where provided, Bicycle Lanes shall be at least four feet in width and shall be placed between on-street Parking Areas and travel lanes, or between the Curb and gutter and the travel lanes in the absence of on-street Parking Areas.

s) City approved bus shelters shall be provided by the property owners or the City on all Primary Streets within the HDOD.

Cross reference— Minimum Parking Ratios, section 22-155; Off-street parking facilities; paving and drainage; lighting; landscaping; and minimum number of off-street parking spaces; off-street parking requirements for single-family residential and multifamily zoning districts, section 22-161.

(O) Building height limit.

The maximum building height shall be no higher than ~~75 feet~~, 105 feet, no more than ~~seven stories~~, ten stories and shall comply with Federal Aviation Administration Regulations, Part 77 and to ensure safety and livability.

(P) Building site area required.

Commercial or office use only, all floors:

The minimum building site area required shall be a lot or parcel of land 10,000 square feet in area.

Mixed use:

Mixed-use building site area will be determined by FAR as specified under subsection (Q).

(Q) Floor area limitations.

All buildings within this category shall be limited to a floor area ratio (FAR) as listed:

Height of Building	Floor Area Ratio
1 story	0.4
2 story	0.6
3 story	0.8
4 story	1
5 story	1.2
6 story	1.4
7 story	1.6
8 story	1.8
9 story or over	2

(R) Maximum Allowable Density and Square Footage Requirements.

Parcels located in the HDOD may be developed as follows:

1. Residential density shall not exceed one hundred and fifty (150) units per acre
2. Nonresidential developments shall be not less than a floor area ratio of 0.15 and shall not exceed a floor area ration of 3.0.

Commercial or office use only, all floors:

The minimum first floor area of a commercial building in this district shall be 1,500 square feet.

Mixed use:

In addition to the floor area required for the first floor of commercial or office use, the minimum square footage requirement for the upper-floor residential dwellings shall be as follows:

a) One bedroom – 550 sq ft. minimum
b) Two bedroom – 725 sq. ft. minimum
c) Studio Units – 450 sq. ft. minimum (Seniors Only) capped at 30 percent

Also, the following maximum percentage allocation of total residential area to ground floor business area, per development, shall apply:

Residential: 67 percent (i.e., a 2:1 ratio between residential and business, respectively.)

Front yard. Front yard required for a building designed for commercial or mixed use. All buildings shall be built to the front property line except as follows:

1. A landscaped setback of 15 feet may be permitted for beautification purposes only, at the option of the property owner.

2. Projections beyond the face of the building (such as upper floors that cantilever beyond the footprint of the lower level) cannot extend beyond the front property line.

Side yard required. No side yard is required for a building designed for either commercial or mixed use, except where required for protective screening, as required in subsection (M) below.

Projections beyond the face of the building (such as upper floors that cantilever beyond the footprint of the lower level) cannot extend beyond the side property lines.

Rear yard required for a building designed for commercial or mixed use. There shall be a rear yard consisting of an area which is not less than 30 percent of the lot or building site to be improved. In order to provide space for drains and other uses, except in those cases where the lot or building site abuts upon a dedicated alley which has a width of not less than 40 feet, in which case the rear yard may be 20 percent of the lot or building site area.

(S) Protective screening.

Where any lot in this district adjoins a residential district, a five-foot strip of land adjoining the boundary of the residential district shall be set aside and used for planting or walls by the owner of the commercial or mixed-use lot at his expense, to form an effective screen for the protection of the residential area. No structure, except the screen or wall, or utilities or drainage facilities, shall be placed or permitted in the area. No vehicular access shall be permitted over the area, except for the installation or maintenance of screening, utilities, and drainage facilities.

(T) Open space and landscaping requirements.

(a) Notwithstanding any provision of this Code to the contrary, each site shall provide a minimum of 12 percent of its net lot area as landscaped open space, except where this requirement is modified per subsection (b) and/or subsection (c).

(b) In-lieu of providing all or a portion of the landscaped open space required by subsection (a), a property owner may choose to aggregate all or a portion of required landscaped open space together on one site within the HDOD. In order to utilize this option, said aggregated space must be readily accessible to the public, must be a minimum of one-quarter acre, and must be approved through the site plan review process. Additionally, where this option is utilized, in whole or in part, to meet the required landscaped open space for residential uses in the HDOD, said space may be counted toward any land dedication otherwise needed to meet the requirements of parks concurrency. When this option is utilized, a covenant running with the land encumbering all properties involved, and in a form acceptable to the City Manager and the City Attorney, shall be recorded among the public records. The burden shall be on the property owner and/or applicant to demonstrate compliance with landscaped open space requirements, and to produce any documentation as necessary. However, notwithstanding the provisions of this subsection, sufficient landscaping shall be provided on-site to appropriately complement building architecture and other functions on each site, as determined through the site plan review process, and to meet other explicit requirements of this Code.

(c) Where a building includes a habitable rooftop, including but not limited to a recreation area or outdoor dining space, said habitable rooftop area shall be counted toward the amount of land required for landscaped open space per subsection (a).

(d) Except as provided in subsection (e), each site shall provide the number of trees, shrubs and other landscape materials as provided in article VII Landscaping and Tree Preservation. However, placement of trees, shrubs and other landscape materials shall be determined through the site plan review process, consistent with the site plan review standards in Section 22-56.

(e) Where all required trees and shrubs cannot be provided on-site, the property owner may choose a cash in-lieu payment to the city instead of providing that portion of trees or shrubs that cannot be provided on-site, subject to approval by the city commission. In order to utilize this provision, the property owner shall provide to the city a good faith estimate, at the prevailing market rate as approved by the City Manager, of the cost to purchase and install that portion of trees and shrubs that cannot be provided on-site, which shall constitute the amount of the required payment. The city may only use these funds in furtherance of projects identified in the adopted Beautification Master Plan that are within the HDOD. If there are no projects in the HDOD for which these funds may be utilized, the city shall not accept the cash in-lieu, and the property owner/developer shall either modify the proposed project to accommodate the required trees and

shrubs, or apply for a variance. However, notwithstanding the provisions of this subsection, sufficient landscaping shall be provided on-site to appropriately complement building architecture and other functions on each site, as determined through the site plan review process, and to meet other explicit requirements of this Code.

(f) If a plaza or courtyard is placed in the front or side street setback between any street type and a building, as provided for in (Q)1, said plaza/courtyard shall remain open to the public except in the case of emergencies or in the case of special events, as approved by the city in accordance with Section 22-135. Said plaza/courtyard may be counted as open space, including as aggregated open space per subsection (b).

(U) Off hours security devices.

The use of shutters, awnings, gates, panels or sheets or any other device meant to provide off hours premises security is prohibited. Notwithstanding the foregoing, the provisions contained in sec. 22-118 of the LDR relating to storm protection, shall remain applicable to all district properties. Exterior mounted security gates or solid roll down metal windows shall not be permitted. Link or grill type security devices shall be permitted only if installed from the inside, within the window or doorframe. Other types of security devices fastened to the exterior walls are not permitted.