CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, March 25, 2026
6:00 PM

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

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

Appointed Officials
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 athttps://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 6:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
March 25, 2026
6:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Commissioner Natasha L. Ervin
Special Presentation by Ariannah Griffin

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - March 11, 2026

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

10. PUBLIC PRESENTATIONS:

SP Plus
Re: Implementation of on-street and paid parking

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH ADC INTERNATIONAL GROUP INC. D/B/A SOCCER STAR ELITE TO UTILIZE SHERBONDY PARK FIELD FOR ITS YOUTH SOCCER PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago* ***Deferred from 02/25/2026 RCM***

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK MIAMI-DADE COUNTY CONTRACT #2023-0216 WITH BIG D ENGINEERING INC. FOR SIDEWALK IMPROVEMENT SERVICES (MIAMI-DADE COUNTY ITB #2023-0216), AND ENTER INTO AN AGREEMENT WITH BIG D ENGINEERING INC. FOR INGRAM PARK IMPROVEMENT NEEDS, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, NINE HUNDRED NINETEEN DOLLARS AND THIRTEEN CENTS ($94,919.13), WITH AN ADDITIONAL CONTINGENCY BUDGET OF TEN THOUSAND DOLLARS ($10,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK MIAMI-DADE COUNTY CONTRACT #2023-0216 WITH BIG D ENGINEERING INC FOR SIDEWALK IMPROVEMENT SERVICES (MIAMI-DADE COUNTY ITB #2023-0216), AND ENTER INTO AN AGREEMENT WITH BIG D ENGINEERING INC FOR CENTENNIAL PAVER'S PAD INSTALLATION SERVICES AT HISTORIC CITY HALL, IN AN AMOUNT NOT TO EXCEED SEVENTY-SIX THOUSAND DOLLARS ($76,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A WORKSITE AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR THE USE OF COMMUNITY SERVICE HOURS, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING A CITYWIDE ARTIFICIAL INTELLIGENCE (AI) POLICY, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manage*r

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ALLOCATE FIFTY**

THOUSAND DOLLARS ($50,000.00) FOR IMPLEMENTATION OF A SUMMER YOUTH EMPLOYMENT PROGRAM AND ENTER INTO AN AGREEMENT WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, JOINING MIAMI-DADE COUNTY AND THE OFFICE OF MIAMI-DADE COUNTY COMMISSIONER RAQUEL REGALADO, DISTRICT 7, IN RECOGNIZING WORLD AUTISM AWARENESS DAY ON APRIL 2; AUTHORIZING THE RAISING OF THE AUTISM ACCEPTANCE FLAG AT THE OPA-LOCKA GOVERNMENT CENTER ON APRIL 2, 2026; FURTHER AUTHORIZING THE FLAG TO REMAIN DISPLAYED THROUGHOUT THE MONTH OF APRIL IN RECOGNITION OF AUTISM ACCEPTANCE MONTH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, DIVISION 5 ENTITLED "WATER AND SEWER IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-379(F) ENTITLED "LEGISLATIVE FINDINGS" TO CHANGE THE NAME OF THE UPDATED RATE STUDY CONSULTANT TO STANTEC CONSULTING SERVICES INC; AMENDING SECTION 22-385 ENTITLED "COMPUTATION OF THE AMOUNT OF WATER AND SEWER IMPACT FEE" TO UPDATE WATER, SEWER AND RELATED FACILITIES FEES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY**

AMENDING, SECTION 22-310(F), ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-316(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PUBLIC SAFETY IMPACT FEE" TO UPDATE THE PUBLIC SAFETY FEE SCHEDULE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-344(F) ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-350(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PARK IMPACT FEE" TO UPDATE THE PARK IMPACT FEE SCHEDULE; AMENDING SECTION 22-351(B) ENTITLED "PAYMENT OF FEE" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; DELETING SECTION 22-352 ENTITLED "PARK IMPACT FEE DISTRICTS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; AMENDING SECTION 22-353(A) ENTITLED "PARK IMPACT FEE TRUST FUNDS ESTABLISHED" TO UPDATE THE AMOUNT OF PARK IMPACT FEE TRUST FUNDS; AMENDING SECTION 22-354 ENTITLED "USE OF FUNDS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF "TRAVEL TRAILER" TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF "CAMPING TRAILER" TO REMOVE THE WORD "VEHICULAR" AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD "TRUCK" FROM "TRUCK CAMPER"; TO AMEND THE WORD "MOTOR HOME" TO REQUIRE A "BUILT ON" REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF "SCREENED" TO ADD THE WORDS "THE CONDITION OF BEING" AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE "RESIDENTIAL TOWNHOUSE DISTRICT", "MODERATE DENSITY RESIDENTIAL DISTRICT", "HIGH DENSITY RESIDENTIAL DISTRICT" AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD, CMU, AND MNMU; TO**

DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A REGISTRATION PROCESS AND FEE OF $100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING ALL RECREATIONAL VEHICLES TO DISPLAY CURRENT CITY REGISTRATION TO BE VISIBLE FROM THE STREET; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM $500.00 TO $250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 25, 2026). *Sponsored by Commissioner Santiago* ***Deferred from 03/11/2026 RCM***

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor, Jr.
*** Financial Oversight**

Vice Mayor Joseph L. Kelley
*** Fiscal Responsibility & Accountability**

Commissioner Luis B. Santiago
*** Reallocation of Labor Day Event Funds**

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board
1 Individual Appointment (Mayor Taylor)
1 Individual Appointment (Commissioner Ervin)
1 Individual Appointment (Commissioner Santiago)

Charter Review Board
2 At-Large Appointments

Historic Environmental Preservation Board
1 Individual Appointment (Commissioner Santiago)
2 At-Large Appointments (Alternate Members)

Planning & Zoning Board
1 Individual Appointment (Vice Mayor Kelley)

Teen, Young Adult and Community Relations Advisory Board
1 Individual Appointment (Mayor Taylor)
1 Individual Appointment (Vice Mayor Kelley)
1 Individual Appointment (Commissioner Dr. Bass)
1 Individual Appointment (Commissioner Ervin)
2 At-Large Appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **The City of Opa-locka Mayor & Commission presents Hattitude Brunch, Thursday, March 26, 2026 at 11:00 AM, The ARC, 675 Ali baba Avenue, Opa-locka, Florida.** *Hosted by Mayor John H. Taylor, Jr.*

2. **The City of Opa-locka Mayor & Commission presents "Make Your Own Easter Basket" with Commissioner Natasha L. Ervin, Saturday, March 28, 2026 at 1:00 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. Pre-Registration Required by calling 305.953.2800.** *Hosted by Commissioner Natasha L. Ervin*

3. **The City of Opa-locka Mayor & Commission invites you to a Monthly Free Food and Resource Drive, Wednesday, April 1, 2026, from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. First come, first served — while supplies last.** *Hosted by Vice Mayor Joseph L. Kelley, co-hosted by Mayor John H. Taylor, Jr. Commissioner Natasha L. Ervin, Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago*

4. **The City of Opa-locka Mayor & Commission presents Prayer in the Garden, Wednesday, April 1, 2026 at 12:05 PM, Rose Tydus Prayer Garden, corner of Sharazad Boulevard and Codadad Street, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley*

5. **Miami-Dade County Tax Collector Dariel Fernandez in partnership with City of Opa-locka Mayor John H. Taylor presents TConnect - Driving Service closer to you, Friday, April 3, 2026 from 9:00 AM - 4:00 PM, Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.**

6. **The City of Opa-locka Mayor & Commission presents Glow in the Dark Easter Egg Hunt, Friday, April 3, 2026 from 2:00 PM - 8:00 PM, Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Natasha L. Ervin*

7. **The City of Opa-locka Mayor & Commission presents Bunny Jam, Saturday, April 4, 2026 at 11:00 AM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida.** *Hosted by Mayor John H. Taylor, Jr.*

8. **The City of Opa-locka Mayor & Commission presents Community Chess & Dominoes Monthly Challenge, Saturday, April 4, 2026 from 12:00 PM - 1:30 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.** *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago*

9. **The City of Opa-locka Planning & Zoning Board Meeting, Tuesday, April 7, 2026 at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

10. **The City of Opa-locka Mayor & Commission presents Community Bingo, Friday, April 10, 2026 at 6:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

11. **Join Vice Mayor Joseph L. Kelley for Meet Me Monday, on Monday, April 13, 2026, at 6:00 PM (location to be determined).**

12. **Opa-locka Community Redevelopment Agency Meeting, Tuesday, April 14, 2026 at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

13. **The City of Opa-locka Mayor & Commission presents Florida Licensing on Wheels, Friday, April 17, 2026 from 9:30 AM - 1:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. DMV services conveniently within the community.** *Hosted by Vice Mayor Joseph L. Kelley*

14. **The City of Opa-locka Mayor & Commission presents a Monthly Free Food Distribution, Friday, April 17, 2026, from 9:30 AM - 12:30 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. First come, first served — while supplies last.**

15. **The City of Opa-locka Mayor & Commission presents Earth Day Plant Giveaway, Wednesday, April 22, 2026 from 4:00 PM - 6:00 PM, Sherbondy**

Park Pavilion, 777 Sharazad Boulvard, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass*

16. **The City of Opa-locka Mayor & Commission presents Fishing Fun Day, Saturday, April 25, 2026 from 9:00 AM - 1:00 PM, Ingram Park Lakefront, 2100 Burlington Street, Opa-locka, Florida.** *Hosted by Vice Mayor Joseph L. Kelley*

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, March 11, 2026
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:05 p.m. on Wednesday, March 11, 2026, at the Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass; Commissioner Natasha L. Ervin; Vice Mayor Joseph L. Kelley; and Mayor John H. Taylor, Jr. Also, in attendance were City Manager Sha'mecca Lawson; City Attorney Burnadette Norris-Weeks; and City Clerk Joanna Flores. Commissioner Luis B. Santiago was not in attendance.

3. INVOCATION:

The invocation was delivered by Social Services Manager Brandon Cave.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Major Freeman and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGEMENTS:

- Women's History Month Award presentation by Commissioner Dr. Sherelean Bass

Commissioner Bass presented the Women's History Month Award to Rosalyn Alls of the Family Christian Association of America and summarized the proclamation recognizing Rosalyn All's leadership, service, and contributions to families, youth, and the community.

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

City Clerk Flores requested to defer item 16-B.1 at the request of Commissioner Santiago to the March 25, 2026 City Commission meeting.

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

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

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

7. APPROVAL OF AGENDA:

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

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes — February 5, 2026

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to approve the February 5, 2026 Regular Commission Meeting Minutes.

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

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

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

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

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

City Clerk Joanna Flores stated there were no virtual public comments.

Mayor Taylor opened the Citizens' Forum.

Audrey Dominguez, 1147 Jann Avenue, thanked the City Manager for advancing the Segal Park playground item and thanked the City Attorney and League of Cities Attorney Riley for defending the city in the John Pate case. Ms. Dominguez asked whether the city could recover legal costs and criticized Officer Sergio Perez for testifying on behalf of John Pate, alleging false statements and misuse of Ms. Dominguez's name. Ms. Dominguez asked the Police Chief to address the matter.

Chaplain Stanley Young, 500 Northwest 2nd Avenue, introduced Freedom Prison and Jail Ministry and offered support for inmates returning to Opa-locka from prison and jail. Chaplain Young said returning residents needed more structured assistance to stay on track and requested an opportunity to present a reentry plan to the city.

Mayor Taylor closed Citizens' Forum.

Mayor Taylor thanked Commissioner Dominguez for recognizing the city's investment in the park system.

Mayor Taylor also directed staff to connect Chaplain Young with the city's social services director for review and possible follow-up to the City Commission through the City Manager, with the Police Chief assisting.

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

There were none.

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PAYMENT OF TWENTY-FOUR THOUSAND DOLLARS ($24,000.00) TO BECKER & POLIAKOFF, P.A. FOR LOBBYING SERVICES RENDERED IN CONNECTION WITH THE 2023 LEGISLATIVE SESSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR VENDING MACHINE SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK OSCEOLA**

COUNTY SCHOOL DISTRICT CONTRACT #SDOC-24-B-094-ML WITH LEGACY CONSTRUCTION SERVICES GROUP INC. D/B/A PRO PLAYGROUNDS FOR PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIR SERVICES (OSCEOLA COUNTY SCHOOL DISTRICT ITB #SDOC-24-B-094-ML), AND ENTER INTO AN AGREEMENT WITH LEGACY CONSTRUCTION SERVICES GROUP INC., D/B/A PRO PLAYGROUNDS FOR PLAYGROUND EQUIPMENT REPLACEMENT SERVICES AT SEGAL PARK, IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, NINE HUNDRED NINETY-NINE DOLLARS ($49,999.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF ON-DEMAND TRANSPORTATION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

There were none.

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPALOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF "TRAVEL TRAILER" TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF "CAMPING TRAILER" TO REMOVE THE WORD**

"VEHICULAR" AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD "TRUCK" FROM "TRUCK CAMPER"; TO AMEND THE WORD "MOTOR HOME" TO REQUIRE A "BUILT ON" REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF "SCREENED" TO ADD THE WORDS "THE CONDITION OF BEING" AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE "RESIDENTIAL TOWNHOUSE DISTRICT", "MODERATE DENSITY RESIDENTIAL DISTRICT", "HIGH DENSITY RESIDENTIAL DISTRICT" AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD, CMU, AND MNMU; TO DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A REGISTRATION PROCESS AND FEE OF $100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING ALL RECREATIONAL VEHICLES TO DISPLAY CURRENT CITY REGISTRATION TO BE VISIBLE FROM THE STREET; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM $500.00 TO $250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 25, 2026). *Sponsored by Commissioner Santiago*

The item was deferred.

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLE IV, OF THE CITY OF OPALOCKA'S CODE OF ORDINANCES ENTITLED "DUMPSTER ENCLOSURES", AND MORE SPECIFICALLY, SECTION 11-81 TO REQUIRE MULTI-FAMILY UNITS TO USE DUMPSTER ENCLOSURES**

AND SECTION 11-84 TO INCLUDE AN ADDITIONAL SECTION ENTITLED "PENALTIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 25, 2026). *Sponsored by Commissioner Bass and Co-sponsored by Vice Mayor Kelley*

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

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

Commissioner Bass introduced the item and stated the ordinance would create a more unified appearance for the city by requiring proper dumpster enclosures for multifamily properties.

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

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

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Lawson reported submitting a detailed written report to the Commission with updates on city-sponsored legislation and advised that questions could be directed to the office. She also announced the City had secured a venue for the Centennial Gala scheduled for May 15, 2026, and stated planning for the Arabian Nights Parade and Musical Fest was progressing, with additional information to be shared through social media, radio, and other platforms after individual meetings with Commissioners.

Vice Mayor Kelley and Mayor Taylor noted they would follow up directly with City Manager Lawson with questions.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor, Jr.

- **Financial Oversight**

Vice Mayor Joseph L. Kelley

- **Fiscal Responsibility & Accountability**

Commissioner Ervin announced community bingo would be held Friday at 6:00 p.m. and invited residents to attend. She also announced an Easter basket event on March 28, 2026, at 1:00 p.m. at Sherbondy Village under the pavilion, with registration through the Clerk's Office limited to 50 resident children and requested prayers for an upcoming youth fair trip involving 75 children.

Vice Mayor Kelley reported attending the City's Black History showcase, reading to students at Robert Ingram, and distributing book bags during Black History Month. He also highlighted ride-alongs with downstairs Security and Human Resources, hosted the Farm Share distribution and community prayer, announced the upcoming Feeding South Florida distribution at Segal Park, attended Coffee with a Cop at Beacon Prep, hosted Meet Me Monday with a presentation on scams and fraud, and extended Women's History Month greetings to City employees and officials.

Mayor Taylor requested an update on financial oversight.

Finance Director Niema Gantt reported no formal financial oversight presentation was available at this time, as staff continued working with Watson Rice to finalize the efficiency audit following review of a draft report and ongoing exchanges of information. Finance Director Gantt also confirmed the City remained on schedule with the FY 2025 external audit in coordination with CBIZ and CFLG. Mayor Taylor stated the update confirmed the City was meeting its timelines.

Mayor Taylor reported the city hosted Tax Collector Dariel Fernandez for a service event at City Hall, which was extended due to strong resident turnout. He also highlighted the Centennial Stories panel at Historic City Hall, the Ramadan dinner hosted with the Coalition of South Florida Muslim Organizations, the upcoming Spring Cleaning with the Mayor event on March 20, 2026 at 10:30 a.m., the annual Hattitude Brunch on March 26, 2026, and the student community service program.

Commissioner Bass thanked the City Manager's Office for supporting the first lash extension class cohort, which resulted in 10 certifications, and recognized Ms. Valerie Stanley for leading the effort. Later in the meeting, Ms. Stanley presented a professional lash artist certification to Prionola Forshee and thanked the city and community for supporting the program.

During closing remarks, Vice Mayor Kelley and Commissioner Ervin acknowledged notice efforts related to business access and event postings. Commissioner Ervin noted City employees were participating in construction classes in Opa-locka.

DRAFT

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Ervin, seconded by Vice Mayor Kelley, to adjourn the meeting at 6:39 PM.

_____
John H. Taylor, Jr., Mayor

ATTEST:

_____
Joanna Flores, City Clerk

DRAFT

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

Sponsored by: Commissioner Santiago

RESOLUTION NO. 26-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH ADC INTERNATIONAL GROUP INC. D/B/A SOCCER STAR ELITE TO UTILIZE SHERBONDY PARK FIELD FOR ITS YOUTH SOCCER PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ADC International Group Inc. d/b/a Soccer Star Elite is a youth soccer program that is dedicated to nurturing young talent in a motivational environment, focusing on skill development and teamwork while fostering a love for soccer. They have successfully transformed hundreds of young players into skilled athletes through their dedicated training programs; and

WHEREAS, the organization desires to utilize Sherbondy Park Field for practices and home games on Saturdays and Sundays between the hours of 9:00am - 2:00pm. Six (6) Opa-Locka residents will be fully sponsored at ADC International Group Inc. d/b/a Soccer Star Elite's expense and all other Opa-Locka residents will receive a discounted rate; and

WHEREAS, the City will not incur any financial costs with this agreement, only in-kind costs for the use of the recreational fields and Courts as stated in the agreement.

WHEREAS, the City of Opa-Locka and ADC International Group Inc. d/b/a Soccer Star Elite desire to enter into a one (1) year facility use agreement to allow the organization to utilize the fields at Sherbondy Park weekly on Saturdays and Sundays between the hours of 9:00am - 2:00pm, with both parties maintaining certain obligations; and

WHEREAS, the City Commission of the City of Opa-Locka desires to authorize execution of a facility use agreement in the form attached hereto as Exhibit "A".

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

SECTION 1. ADOPTION OF REPRESENTATIONS

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into a field usage agreement with ADC International Group Inc. d/b/a Soccer Star Elite to allow use of a City park for recreational purposes as set forth in the Field Usage Agreement attached hereto as Exhibit "A."

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney 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_____ 2026.

_____
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

City Manager:	Sha'mecca Lawson			**CM Signature:**				
Commission Meeting Date:	2.25.2026		**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		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	Commissioner Santiago		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIELD USE AGREEMENT WITH SOCCER STAR ELITE TO SERVE AS A SOCCER PROGRAM FOR THE CITY.

Staff Summary:

Soccer Star Elite is a youth soccer program that is dedicated to nurturing young talent in a motivational environment, focusing on skill development and teamwork while fostering a love for soccer. They have successfully transformed hundreds of young players into skilled athletes through our dedicated training programs. The organization desires to utilize Sherbondy Park for practices and home games on Saturdays and Sundays between the hours of 9:00am- 2:00pm. Six (6) Opa-locka residents will be fully sponsored at Soccer Star Elite's expense and all other Opa-locka residents will receive a discounted rate.

The term agreement shall be in effect for one (1) year.

Financial Impact: The City will not incur any Financial costs with this agreement, only in-kind costs are for the use of the recreational fields and Courts as stated in the agreement.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

PARKS AND RECREATION DEPARTMENT
FACILITY USAGE AGREEMENT

THIS AGREEMENT made and entered into this _____day of _____, 2026 by and between the CITY OF OPA-LOCKA, a political subdivision of the State of Florida, hereinafter referred to as "City" and, ADC International Group Inc. d/b/a Soccer Star Elite hereinafter referred to as "User" for the use of certain park recreational multipurpose fields within the City, as more particularly described herein.

WHEREAS, the City owns and/or operates certain parks and athletic fields, which are intended for recreational purposes; and

WHEREAS, the City desires to offer a wide variety of recreational and sporting activities for residents and the surrounding communities on a year-round basis; and

WHEREAS, the City desires to enter into a written agreement to allow use of the Sherbondy Village Field for recreational purposes as set forth herein; and

WHEREAS, User desires to conduct athletic programs, activities, events, leagues and services at the City's recreational fields and parks during normal operating hours, as determined by the City Manager or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others.

NOW THEREFORE, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.

2. The City agrees to allow User to utilize the City's field for the time period and event specified in Appendix "A" attached hereto.

3. The parties agree that User shall establish, in conjunction with the Parks and Recreation Director or her designee, a general policy and operational plan.

4. The parties agree that activities sponsored and/or operated by the City's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.

Obligations of User

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such recreational fields and surrounding areas, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the parks hereunder.

6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the park for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.

7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage in the amount of no less than One Million Dollars ($1,000,000.00) for each occurrence, or another amount as determined by the City Manager. The City of Opa-locka shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.

8. User shall provide W-9 and E-Verify confirmation at least seven (7) days before the implementation of this Agreement.

9. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.

10. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.

11. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.

12. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to

the Parks and Recreation Director or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks and Recreation Director.

13. User shall require that all organization officials, board members, coaches, volunteers and instructors undergo Level 2 background screening prior to supervising children. The background screening shall be performed by a City vendor and paid for by the User.

14. User shall provide the Parks and Recreation Director with a calendar of activities for each specific sports activity. Each calendar shall be due to the director no later than thirty (30) days prior to the opening registration date and shall include (a) beginning and ending registration dates; (b) beginning practice dates; (c) beginning game dates; (d) scheduled end of season; (e) requested tournament dates and approximate number of teams in the appropriate divisions of each activity; (e) notify the City of any special maintenance requirements with at least seven (7) days prior notice.

Obligations of City

15. User will provide daily maintenance of the rented field throughout the regular season, practices and games, as well as tournament preparations and maintenance.

16. City may, in its sole discretion, limit the use of the field to prevent overuse, misuse or abuse of the facility.

17. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.

18. At all times, City shall administer and enforce all applicable City codes, policies and procedures. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.

19. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.

Term of Agreement

20. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

21. This Agreement shall be effective on a month-to-month basis for a twelve (12) month period to conclude at the end of the program as proposed herein. This Agreement may be renewed or

renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties. No oral modifications may be made to this Agreement

Additional Provisions

1. User acknowledges and agrees that if any organization official, board member, coach, volunteer or instructor has not successfully passed a Level II background screening prior to working with minors on City of Opa-Locka property, that person will be deemed to be trespassing on City property and may be subject to removal by law enforcement upon request by the City. Further, the City shall have the right, in its sole and absolute discretion, to terminate this Agreement immediately upon notice to the User.

2. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.

3. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities with three (3) days notice to User and the disclosure of the proposed times. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.

4. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.

5. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

6. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at the City's facilities.

7. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

8. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF OPA-LOCKA

ATTEST:

_____ BY:_____

Joanna Flores, City Clerk Shamecca Lawson, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____

Burnadette Norris-Weeks, P. A, City Attorney

WITNESSES:

_____ _____

Quendry Valladares
ADC International Group Inc. d/b/a
Soccer Star Elite
630 East 4 Avenue
Hialeah, FL 33010

_____

ATTEST:

_____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

APPENDIX "A"
SCOPE OF SERVICES

User shall utilize Sherbondy Park for practices and home games of its youth soccer program.

Location: Sherbondy Village Field

1. User shall furnish recreational/instructional services in the area of "Youth Sports Programming" through practices, games, and performances and a collaborative logo with the organization and the City's logo.

2. City will permit the User to utilize the multi-purpose fields, during the following days and times: Saturdays and Sundays between the hours of 9:00am - 2:00pm. User and the City Parks Department will have mutually acceptable schedule that shall be completed thirty (30) days before the 1st session. The proposed start date of this program is March 26, 2026. The on-going program is expected to run throughout March 26, 2027.

   (Soccer Ball Rental)
   Sherbondy Village
   215 Perviz Avenue
   Opa-locka, FL 33054

3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City's facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number of User's personnel that will be allowed to conduct services/instructional sessions within the facilities stated herein any particular day and time.

4. All of the User's clients must be considered positive members of society, in good standing with all laws, of the City, Miami-Dade County and State of Florida. City reserves the right to refuse User services to any client of the User who may be considered a threat of any type to any patron, volunteer, or staff of the City or inconsistent with the sound image of the City.

5. User will utilize its best efforts to promote the City of Opa-Locka in all of their games, practices, and/or performances throughout the State of Florida.

6. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit from the residents of the City first and foremost and then spread to beyond the city limits for its Programs. City may position banners at both parks promoting the User's programs. In such case, User will provide the banners and will be responsible for replacing the banners in case they are lost, stolen, or damaged. City reserves the right to remove the banners in case of any weather threats or because of inadequate signage. All banners must be approved by the City prior to being positioned.

7. User shall register all Program participants and collect and record any fees from Program participants. Six (6) Opa-locka residents shall be fully sponsored at ADC International Group Inc. d/b/a Soccer Star Elite's expense and all other Opa-locka residents will receive a discounted rate. These scholarship recipients will be selected on a first come, first serve basis. One scholarship will be selected from each of the 6 teams (age groups 4-14).

   The regular monthly rate for each participant is $80.

8. All organizations and visitors vehicles shall be parked in the Park's parking lot. Violation of this condition may result in a fine ranging from $50 per incident to $250 or revocation of the permit.

9. User will be responsible for all transportation necessary to any away contests, performances, or other Program activities.

10. User shall be responsible for cleaning all utilized area after usage. Failure to comply will result in an additional cleaning surcharge fee ranging from $50.00 to $250.00 per occurrence depending on the severity of the offense.

11. A copy of the additional insured certificate must be made available with the approved facility permit no less than fifteen (15) days prior to the start of any intended programming. Additional requests may be made at the time of permitting by City staff.

12. User shall supply any and all awards for players and volunteers-if applicable.

13. User shall in all best efforts show involvement and active participation in all City events and activities.

14. User agrees to employ City residents, whenever possible, to assist in execution of program services.

15. Any new programs or additional usage requests for different uses must be made in writing and ratified as an amendment to this agreement prior to commencement of said program.

16. Use of alcohol or smoking is prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.

17. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for until the completion of the program not to exceed twelve (12) months. Program will be evaluated at end of session in consideration for renewal of agreement and/or addition of programs.

18. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all-purpose fields, gazebos, fencing, bike path, etc.). User will be billed

separately for any repairs needed during this agreement, whether accidental, negligent or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.

19. User will be responsible for any training of volunteers to properly instruct Program participants. Proper training is expected for each sport or activity in accordance with the governing body of such league or sporting organization that the Program is a part of.

20. User will be responsible for City Police Special Detail Fees to cover duration of rental in all occurrences in which attendees exceeds 50 people. User shall provide a schedule to the Parks and Recreation Director of days that require Police detail. User shall also submit proof and approval of payment with signed affidavits from City of Opa-Locka Police Department."

21. City staff will open and close Park entrance gate(s) for User. No key to the Park and/or of the Park facility will be provided to User.

22. This field usage agreement is for the use of the Sherbondy Village Field and other park facilities. Access to other parts of the Park facility is authorized, which shall include outdoor facilities, including concession stand, announcer's booth, and storage rooms.

23. All provisions of drinks and food shall be performed in the designated areas.

24. Only persons that undergo the City's background screening successfully will be allowed in the field to coach or work with the children in the Park at all times.

25. Only persons issued City's volunteer ID card shall be on the field to coach or work with the children in the Park at all times, violation of this condition shall result in a fine ranging from $50 per incident to $250 or revocation of the permit.

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK MIAMI-DADE COUNTY CONTRACT #2023-0216 WITH BIG D ENGINEERING INC FOR SIDEWALK IMPROVEMENT SERVICES (MIAMI-DADE COUNTY ITB #2023-0216), AND ENTER INTO AN AGREEMENT WITH BIG D ENGINEERING INC FOR INGRAM PARK IMPROVEMENT NEEDS, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, NINE HUNDRED NINETEEN DOLLARS AND THIRTEEN CENTS ($94,919.13), WITH AN ADDITIONAL CONTINGENCY BUDGET OF TEN THOUSAND DOLLARS ($10,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during a recent site visit and facility analysis, it was determined that several of the areas within Ingram Park presents opportunities to increase safety measures and compliance with American Disability Act (ADA) for regular park use; and

WHEREAS, the City Manager is requesting approval from the City Commission to piggyback the Miami-Dade County Professional Services Agreement with Big D Engineering Inc and recommends that the City Commission accepts the proposal from Big D Engineering Inc, attached hereto as Exhibit "A" for Ingram Park Improvements within the City, in the amount of Ninety-Four Thousand, Nine Hundred Nineteen Dollars and Thirteen Cents ($94,919.13), with an additional contingency of Ten Thousand Dollars ($10,000.00); and

WHEREAS, Miami-Dade County previously awarded a contract to Big D Engineering Inc for Sidewalk Improvement Services (attached as Exhibit "B"), pursuant to its Request for Price Quotation (RPQ) No. 2023-0216, for a 15-month period commencing July 8, 2024 and ending April 29, 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 Miami-Dade County Contract #2023-0216 with Big D Engineering 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 Ingram Park Improvements, within the City, in an amount not to exceed Ninety-Four Thousand, Nine Hundred Nineteen Dollars and Thirteen Cents ($94,919.13) with an additional contingency of Ten Thousand Dollars ($10,000.00).

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 Miami-Dade County Contract #2023-0216 with Big D Engineering 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 Ingram Park Improvements, within the City, in an amount not to exceed Ninety-Four Thousand, Nine Hundred Nineteen Dollars and Thirteen Cents ($94,919.13) with an additional contingency of Ten Thousand Dollars ($10,000.00).

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 _____, 2026.

_____
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:**				
City Manager:	Sha'mecca Lawson			**CM Signature:**				
Commission Meeting Date:	03.25.2026		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐					
Sponsor Name	City Manager		**Department:** Capital Improvements Program		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO UTILIZE MIAMI-DADE COUNTY CONTRACT NO. 2023-0216 WITH BIG D ENGINEERING FOR INGRAM PARK IMPROVEMENTS.

Staff Summary:

During a recent site visit and facility analysis, it has been determined that several of the areas within Ingram Park poses potential safety hazards and are not in compliance with American Disability Act (ADA) for regular park use.

To complete the necessary repairs and replacement efficiently of the identified areas, the City Manager seeks approval to utilize Miami-Dade County Contract No. 2023-0216 (Sidewalk Improvements) with Big D Engineering to implement Ingram Park improvements.

The construction cost for the project is $94,919.13 with an additional contingency of $10,000, for a total not-to-exceed $104,919.13.

These public space improvements intended to support community activities, public gatherings, and related programming associated.

Project Scope

The proposed work includes the following improvements:

- Sidewalk replacement
- Site preparation and grading as required for installation
- Trails Removal and Replacement
- Bathroom access ramp replacement
- Improvements within Ingram Park to support park usability and events readiness
- Restoration of disturbed areas following construction

These improvements will enhance the functionality, safety, and durability of the affected public spaces while meeting required compliance standards.

Financial Impact

Account	Description	Available	Project	Remaining Balance
44-541835	Safe Neighborhood-General Fund	$212,117	$104,919.13	$107,197.87

Proposed Action:

Staff recommends that the City Commission approve the utilization of Miami-Dade County Contract No. 2023-0216 (Sidewalk Improvements) and authorize the City Manager to execute the necessary agreement and documents to proceed with the Ingram Park improvements in an amount not to exceed $104,919.13 including a $10,000 contingency.

Attachment:

Miami Dade County Contract 2023-0216
Big D Engineering Inc Proposal

CITY OF OPA-LOCKA AGREEMENT FOR INGRAM PARK IMPROVEMENT SERVICES

(Sidewalk Improvement Services Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2026, 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 Big D Engineering Inc whose address is 3610 N.E. 15th Dr., Homestead, FL 33033 (the **"Contractor").**

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Ingram Park Improvement services, within the City (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Miami-Dade County and the Contractor, as set forth in the Miami-Dade County Request for Price Quotation (RPQ) 2023-0216 ("the RPQ"); 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 April 29, 2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Ingram Park Improvement services in accordance with the City's requirements as set forth herein and the Standard Contract between Miami-Dade County and the Contractor dated on or about July 8, 2024 (the "Miami-Dade County 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 Miami-Dade County 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 Improvement Programs 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 workdays 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 Miami-Dade County with regard to any and all provisions of the Miami-Dade County Agreement, the RPQ, 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, 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:
Daniel Lara
Registered Agent
Big D Engineering Inc
3610 N.E. 15th Drive
Homestead, FL 33033

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

Section 6. 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 EVerify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the Everify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

Date:_____

By:_____
Sha'mecca Lawson, City Manager

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

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

By:_____
Joanna Flores, City Clerk

CONTRACTOR:
Big D Engineering Inc

By: _____ Witness:_____

_____ _____
PRINT NAME

Date:_____

_____
TITLE

Date:_____

PROPOSAL

3610 NE 15 Drive
Homestead Fl, 33033
TEL:(786)355-9234 FAX:(305)351-8464
GENERAL ENGINEERING CONTRACTOR
Licensed & Insured

Date	PROPOSAL
3/6/26	030626-02

PROJECT INFORMATION
OPALOCA SIDEWALK IMPROVEMENTS INGRAHM PARK

PROPOSAL
CITY OF OPALOCKA Contact Person: ADELINA GROSS Phone:(305)4968992

Item #	Description	Unit	Quantity	Unit Price	Total
1	REMOVE EXISTING ASPHALT	SF	7,400.00	$2.50	$18,500.00
2	REMOVE EXISTING CONCRETE ,	SF	5,262.00	$2.50	$13,155.00
3	CONCRETE SIDEWALK (4" THICK): Form Pour &Broom Finish Installation of 3000 PSI 28 Day PUMP MIX Concrete.	SY	1,392.44	$39.60	$55,140.80
4	CONCRETE SIDEWALK (6" THICK): Form Pour &Broom Finish Installation of 3000 PSI 28 Day PUMP MIX Concrete.	SY	14.44	$57.00	$823.33
5	PUMP SERVICE	EA	18.00	$350.00	$6,300.00
6	WALL REMOVAL	LS	1.00	$1,000.00	$1,000.00
				GRAND TOTAL	$94,919.13

THANK YOU FOR YOUR BUSSINESS

Memorandum MIAMI-DADE COUNTY

==

Date: May 30, 2024

To: Rene Idarraga, P.E
Division Chief, Construction
Department of Transportation and Public Works (DTPW)

From: Alejandro Martinez-Esteve, RA, LEED AP, DTPW
Chief, Program Management Office
Department of Transportation and Public Works (DTPW)

Subject: Sidewalk Improvements-Multiples Sites
Project No. 20230216
Contract No. MCC Program 7040 Plan
(Contractor – **Big D Engineering, Inc)**

Attached is the approved, officially executed Purchase Order (P.O.), **# TP-0000012047** for the referenced project. The original approved P.O. must be turned over to the contractor. You may now issue a Notice to Proceed. Please remind the contractor that the Inspector General (IG) and User Access Program (UAP) fees apply to this contract and shall be deducted from all payments accordingly.

AM:/dv

Attachment

cc: Alejandro Barrios, DTPW
Alicia Arce, DTPW
Katherine Fernandez, DTPW
Alvaro Castro, DTPW
Rafael Solorzano, DTPW
Clerk of the Board
Project File

MIAMI-DADE COUNTY

Purchase Order

Transportation & Public Works
701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order	**Date**	**Revision**
TP-0000012047	05-29-2024	
Payment Terms	**Freight Terms**	**Ship Via**
Net30	Destination	Common Carrier
Buyer	**Phone/ Email**	**Currency**
Viaud, Daniel D	Daniel.Viaud@miamidade.gov	USD

Supplier: 0000002832
BIG D ENGINEERING INC
3610 NE 15 DRIVE
HOMESTEAD FL 33033
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20230216

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y **Tax Exempt ID:** MIAMIDADE **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Base $655,805.86 Scope of Work Work includes construction of new sidewalks, sidewalk connectors, driveway approaches, curb ramps, curbs and/or gutters; reconstruction and/or repair of existing sidewalks, sidewalk connectors, etc.		1	LE	$655,805.86	$655,805.86	05/29/2024

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	$655,805.86

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	C9999	TPCP030000	5991170000	NO-GRANT	MDADE	CND000003001977	008009

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
655805.860	USD	USD	ID00000879	N

Schedule Total $655,805.86

Contract ID	Parent Contract	Description
20230216	MCC-PROGRAM-7040	MISCELLANEOUS CONSTRUCTION PLA

Item Total $655,805.86

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
2 - 1	Contingency $65,580.59		1	LE	$65,580.59	$65,580.59	05/29/2024

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	$65,580.59

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	C9999	TPCP030000	5991170000	NO-GRANT	MDADE	CND000003001977	008009

Purchase Order

Transportation & Public Works
701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order	**Date**	**Revision**
TP-0000012047	05-29-2024	
Payment Terms	**Freight Terms**	**Ship Via**
Net30	Destination	Common Carrier
Buyer	**Phone/ Email**	**Currency**
Viaud, Daniel D	Daniel.Viaud@miamidade.gov	USD

Supplier: 0000002832
BIG D ENGINEERING INC
3610 NE 15 DRIVE
HOMESTEAD FL 33033
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20230216

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y **Tax Exempt ID:** MIAMIDADE **Replenishment Option:** Standard

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
65580.590	USD	USD	ID00000879	N

Schedule Total $65,580.59

Contract ID	Parent Contract	Description
20230216	MCC-PROGRAM-7040	MISCELLANEOUS CONSTRUCTION PLA

Item Total $65,580.59

3 - 1 Dedicated $13,957.74 1 LE $13,957.74 $13,957.74 05/29/2024

Mobilization $ 2,500
MOT, $2,500
Off Duty Cops $ 6,000
Allowance Permits, $ 1,280
Reimbursement IG Fees, $1,677.74
Reimbursement UAP Fees $145.60

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	$13,957.74

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	C9999	TPCP030000	5991170000	NO-GRANT	MDADE	CND000003001977	008009

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
13957.740	USD	USD	ID00000879	N

Schedule Total $13,957.74

Contract ID	Parent Contract	Description
20230216	MCC-PROGRAM-7040	MISCELLANEOUS CONSTRUCTION PLA

Item Total $13,957.74

Total PO Amount $735,344.19

MIAMI-DADE COUNTY
Daniella Levine Cava, Mayor

Department of Transportation and Public Works
Capital Improvements Division
111 NW First Street, Suite 1410
Miami, Florida 33128-1970
T 305-375-2930; F 305-375-2931

miamidade.gov

April 25, 2024

Mr. Daniel A. Lara
Big D Engineering, Inc.
3610 NE 15 Drive
Homestead, Florida 33033

E-Mail: Dlara@me.com
Telephone: (305) 355-9234

Re: **Recommendation for Award CICC 7040-0/07 Contract – RPQ No. 20230216**
Sidewalk Improvements-Multiple Sites

Dear Mr. Lara:

In accordance with Section 2-84.4 of the Code of Miami Dade County, this letter serves to notify you and all bidders on this solicitation that your firm has been recommended for award for the referenced Request for Price Quotation (RPQ) based on the bid submitted on Wednesday, April 3, 2024. Pursuant to the reference legislation, the three (3) day protest period shall commence upon the posting of this recommendation to award. This contract award will be effective only in accordance with the condition of the solicitation, which requires execution by both parties of the Notice to Proceed (NTP).

The value at award is **$735,344.19.** This includes your base bid amount of **$655,805.86** a contingency amount of **$65,580.59** and dedicated allowances totaling **$13,957.74.** The contract term is established as **480-calendar days**. However, the recommendation of award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required under Article 1.09, Payment and Performance Bonds of the Supplementary Instructions to Bidders. Provide three (3) original sets of the attached document.
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
3. Copies of current insurance certificates.
4. Copies of required license(s).
5. Clearinghouse for posting Notice of Job Opportunities as required in Article 1.09 of the Supplementary Conditions.

The preceding documents are required as outlined within the RPQ project specification and the MCC 7040 Plan. They must be submitted to the Department of Transportation and Public Works within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded.

Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

Additionally, please be advised that your firm must have the resources to ensure work proceeds without delay once the "Notice to Proceed" is issued. Lack of equipment, personnel or additional contracts with similar completion schedules, will not be reason for delay.

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
4:58:05 PM, 4/25/2024
CLERK OF THE BOARD

This letter will also serve as a reminder that this contract is a Small Business Enterprise – Construction (SBE-Con) 100% Trade set-a-side. All construction work must be performed by contractors certified in accordance with Section 10-33.02 of the Code of Miami-Dade County. The scope of work must be performed in accordance with the terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

No award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until a purchase order for this RPQ has been approved and issued, and a Notice to Proceed has been executed.

Should you have any questions, please contact me at (305) 375-2930.

Sincerely,

Alfredo E. Muñoz, P.E.
Chief, Capital Improvements Division
Department of Transportation and Public Works

AM: aa

c: Alejandro Martinez-Esteve, RA, LEED AP
Alex Barrios, DTPW
Rene Idarraga, P.E., DTPW
Mercedes Barrera, DTPW
Carlos Cortiza, DTPW
Katherine Fernandez, DTPW
Alicia Arce, DTPW
Alvaro Castro, DTPW
Daniel Viaud, DTPW
Laurie Johnson, SBD
Alice Hidalgo-Gato, SBD
Caesar Suarez, ISD
Clerk of the Board
Project File

Miami-Dade County Department of Transportation and Public Works

Contract Prices

Project Title: Sidewalk Improvements - Multiple Sites
Project No: 20230216
Contractor: BIG D ENGINEERING INC
Bid Date: 04/03/2024

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
102-74-1	BARRICADES (TEMPORARY- TYPE I, II, VP & DRUM).	EA/DAY	13,018.0	$0.47	$6,118.46
102-60A	WORK ZONE SIGNS	EA/DAY	1,322.0	$1.20	$1,586.40
102-76A	ADVANCE WARNING ARROW PANEL	EA/DAY	120.0	$20.00	$2,400.00
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	1,056.0	$8.00	$8,448.00
110-4-2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick)	S.Y.	5,580.0	$9.00	$50,220.00
200-2-1	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION	S.Y.	3,240.0	$12.00	$38,880.00
331-72-21	Driveway Transition - Asphalt (HMA)	S.Y.	384.0	$27.00	$10,368.00
422-6-1G	REPLACE WATER METER BOX - Single or Dual Services (Cost for supplying and installing new meter box)	EA.	35.0	$350.00	$12,250.00
422-6-1H	REPLACE WATER METER VAULT 2'X4' (Cost for supplying and installing new vault)	EA.	11.0	$500.00	$5,500.00
520-1	CONCRETE CURB AND GUTTER (ANY TYPE)	L.F.	1,176.0	$25.00	$29,400.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	6,960.0	$48.00	$334,080.00
522-1-4	Driveway Transition - Concrete	S.Y.	44.0	$48.00	$2,112.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	1,860.0	$54.00	$100,440.00
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	504.0	$30.00	$15,120.00
575-2A	SODDING-St Augustine, or match existing, includes watering and maintenance. Contingent item based on field conditions, may be increased, or decreased by the engineer.	S.Y.	2,087.0	$9.00	$18,783.00
635-2-11	PULL & SPLICE BOX, Furnish & Install, 13" x 24" COVER SIZE	EA.	43.0	$400.00	$17,200.00
700-46-22	RESET EXISTING POST AND SIGN	EA.	18.0	$50.00	$900.00
721-74-3	Relocate or Reset Bus Stop Trash Can (any type, includes reattaching to concrete if necessary)	EA.	5.0	$200.00	$1,000.00
721-75-4	Relocate or Reset Bus Stop Bench (any type, includes reattaching to concrete if necessary)	EA.	5.0	$200.00	$1,000.00
	ALLOWANCE ACCOUNTS (used as approved by the engineer pursuant to the requirements of the Contract Documents)				
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	$65,580.59	$65,580.59
101-1	MOBILIZATION	W.O.	10.0	$250.00	$2,500.00
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	$6,000.00	$6,000.00
102-1W	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.)	W.O.	10.0	$250.00	$2,500.00
990	ALLOWANCE-PERMITS	L.S.	1.0	$1,280.00	$1,280.00
999-2A	For Reimbursement of Costs Associated with The Independent Private Sector Inspector General (0.25%) Applied to All Other Allowances Paid at Invoice Cost	L.S.	1.0	$145.60	$145.60
999-2C	For Reimbursement of Costs Associated with the Utility Access Program (UAP) Fee (2%) Applied to All Other Allowances Paid at Invoice Cost	L.S.	1.0	$1,677.74	$1,677.74

Department of Transportation and Public Works
Capital Improvements Division
111 NW 1 Street, Suite 1410
Miami, Fl 33128

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7040 Plan - CICC 7040-0/07
RPQ No: 20230216

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Sidewalk Improvements-Multiple Sites

Price Proposal (Cost to Perform the work **must** be stated here. State 'No Bid' if not submitting a price proposal)

Bidder's Company Name: Big D Engineering Inc.

Company Address: 3610 NE 15 Drive

City: Homestead **State:** Fl **Zip:** 33033

Telephone No: (786) 355-9234 **Fax No:** N/A **EMail:** Dlara@me.com

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print): Daniel Lara

Number of Addendums received: 3 blank **(if none' write "None")**

Signature: **Date:** 4/1/24

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7040 Plan.*

SURETY BID BOND	DATE BOND EXECUTED (must not be later than bid opening date) March 28, 2024	REV. 0216 DTPW

PRINCIPAL (Full legal name and business address)	TYPE OF ORGANIZATION ("X" one)	
Big D Engineering Inc 3610 NE 15th Drive Homestead, FL 33033	☐ Individual	☐ Partnership
	☐ Joint Venture	☒ Corporation

SURETY (Name and business address)
Frankenmuth Insurance Company
One Mutual Avenue
Frankenmuth, MI 48787-0001

PENAL SUM OF BOND	********** Five Percent of the Total amount Bid **********			
BID IDENTIFICATION	Project No:	20230216	Bid Opening Date:	April 3, 2024
	County Project Name:	Sidewalk Improvements-Multiple Sites		

OBLIGATION

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.

Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprocurement costs and incremental costs of contracting.

Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents.

Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

CONDITIONS

The Principal has submitted the Bid identified above.

THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

WITNESS

The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Authorized Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.

Big D Engineering Inc	PRINCIPAL	
SIGNATURE		Principal's Corporate Seal
NAME AND TITLE (Typed)	Daniel A. Lara President	

Frankenmuth Insurance Company	SURETY	
SIGNATURE OF ATTORNEY-IN-FACT		Frankenmuth Insurance Company Corporate Seal 1868 Michigan
PRINTED NAME OF ATTORNEY-IN-FACT (Typed)	Warren M. Alter	
SIGNATURE OF AUTHORIZED FLORIDA AGENT		
PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed)	Warren M. Alter	

Frankenmuth Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2024, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Insurance Company, by its Attorney-in-Fact, Frankenmuth Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 28th day of March, 2024.



Frankenmuth Insurance Company

Sign: _____

Attorney-in-fact Warren M. Alter

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

WARREN MITCHELL ALTER

License Number : A004782

Resident Insurance License	Issue Date
• 0216 - LIFE	04/08/1989
• 0220 - GENERAL LINES (PROP & CAS)	06/27/1989
• 0218 - LIFE & HEALTH	04/08/1989

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/.

Jeff Atwater
Chief Financial Officer
State of Florida

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> **"RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Frankenmuth Insurance Company

By _____

Fredcrick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) **ss:**

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

_____ (Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 28th day of March 2024.

_____

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT

CERTIFICATE OF ASSURANCE(COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: 20230216 Project Title: Sidewalk Improvements-Multiple Sites

Bidder/Proposer: Big D Engineering Inc FEIN: 26-2884165

Address: 3610 NE 15 Drive City Homestead State FL ZIP 33033

Phone Number: (786) 355-9234 Email address: Dlara@Me.com

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____% SBE-A/E, 100.00% SBE-Cons, N Trade Set-aside SBE-Cons, _____% SBE-G, and/or 100 % SBE-S.
(For Goals, write in the percentage. For Set-aside, put Y or N.)

Donic A. LARA		4/1/24
Print Prime Bidder's Name & Title	Prime Bidder's Signature	Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Donic Lara, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Signature of Owner

SWORN TO and subscribed before me this day 1 of April 20 24

Signature of Notary Public-State of Florida

NOTARY PUBLIC STATE OF FLORIDA

PEDRO RIOS, JR.
Commission # HH 090357
Expires March 23, 2026
Bonded Thru Budget Notary Services

My Commission Expires:

MIAMI-DADE COUNTY

NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit *(this Affidavit)* and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☑ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: 20230216 Solicitation Title: Sidewalk Improvements Multiple sites

By: _____ Date: 4/1/2024
Signature of Affiant

DANIEL A. LARA
Printed Name of Affiant and Title

26-2884165
Federal Employer Identification Number

Big D Engineering Inc.
Printed Name of Bidder/Proposer

3610 NE 15 Drive Homestead FL 33033
Address of Bidder/Proposer

Rev. 12072021

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: 20230216 Federal Employer Identification Number (FEIN): 26-2884165

Contract Title: Sidewalk Improvements Multiple sites

Daniel A. Lara	President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Big D Engineering Inc		4/1/24
Name of Firm		Date
3610 NE 15 Drive Homestead FL 33033	Florida	33033
Address of Firm	State	Zip Code

Notary Public Information

Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 1st day of April 2024

by Daniel Lara He or she is personally known to me ☑ or has produced identification

Type of identification produced _____

Signature of Notary Public

HH090357
Serial Number

Print or Stamp of Notary Public

3-23-25
Expiration Date

PEDRO RIJOS, JR.
Commission # HH 090357
Notary Public
Expires March 23, 2025
Bonded Thru Budget Notary Services

2/2014

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared Daniel A. Lara (PRINT NAME) the President (PRINT TITLE) of Big D Engineering Inc. (PRINT NAME OF BIDDER OR PROPOSER),

who attests that Big D Engineering Inc. (PRINT NAME OF BIDDER OR PROPOSER) shall pay workers on the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this 1 day of April, 2024.

X Personally, known or _____ produced identification.

(Signature of Notary Public - State of Florida)

Pedro Rijos
(Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC STATE OF FLORIDA
PEDRO RIJOS, JR.
Commission # HH 090357
Expires March 29, 2025
Bonded Thru Notary Public Underwriters

Type of identification produced: _____

Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008 (for goods and services) and July 1, 2008 (for design and construction), vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: 20230216 **Federal Employer Identification Number (FEIN):** 26-2884165

Contract Title: Sidewalk Improvements Multiple sites

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

Daniel A. Lara — Printed Name of Affiant
President — Printed Title of Affiant
Signature of Affiant
Big D Engineering Inc. — Name of Firm
4/1/24 — Date
3410 NE 15 Drive Homestead — Address of Firm
FL — State
33033 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 1st day of April 20 24.

by Daniel A Lara He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced

Signature of Notary Public
HH09357 — Serial Number
Pedro Rijos — Print or Stamp of Notary Public
3-23-25 — Expiration Date
Notary Public Seal

PEDRO RIJOS, JR.
Commission # HH 090357
Expires March 23, 2025
Bonded Thru Budget Notary Services

5/09/2008

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

PROJECT: Sidewalk Improvements-Multiple Sites Project No. 20230216

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

Instructions: Complete Part I or Part II, as applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated 3/8/24, 2024

Addendum #2, Dated 3/22/24, 2024

Addendum #3, Dated 3/29/24, 2024

Addendum #4, Dated _____, 202___

Addendum #5, Dated _____, 202___

Addendum #6, Dated _____, 202___

Addendum #7, Dated _____, 202___

Addendum #8, Dated _____, 202___

Addendum #9, Dated _____, 202___

Addendum #10, Dated _____, 202___

PART II:

✓ No Addendum was received in connection with this solicitation.

All Addendums only have blank Doc Holders

Authorized Signature: _____ Date: 4/1/24

Print Name: Daniel A. Lara Title: President

Firm Name: Big D Engineering Inc.

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SECTION 1: INVITATION TO BID

Department of Transportation and Public Works
Capital Improvements Division
111 NW 1 St Suite 1410
Miami FL 33128

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7040 Plan - CICC 7040-0/07
RPQ No: 20230216

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Clerck of the Board at 111 NW 1st Street, 1710 no later than 4/3/2024 at 02:00 PM. If you have any questions, contact Alicia Arce at 3053752930.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7040 Plan.

RPQ DETAILED BREAKDOWN

Bid Due Date:	4/3/2024	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	3
Estimated Value:	$670,657	(excluding Contingencies and Dedicated Allowances)					
Project Name:	Sidewalk Improvements-Multiple Sites						
Project Location:	Countywide						
License Requirements:	Primary:	Paving; Concrete Engineering					
Scope of Work:	(Contractor must obtain and submit all permits prior to performing any work). Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents. Work includes construction of new sidewalks, sidewalk connectors, driveway approaches, curb ramps, curbs and/or gutters; reconstruction and/or repair of existing sidewalks, sidewalk connectors, driveway approaches, curb ramps, curbs and/or gutters; removal and disposal of various existing pavements, trees, tree roots and debris; grading and preparation of subgrade and sodding; and adjustment of existing utility valve covers to new finished grade. One or a combination of more than one of the work described herein may be required to be performed at any given site pursuant to the requirements of the Work Order governing the site. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination. The Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.						

Document Pickup:	Contact:	Capital Improvements Division	Phone No:	3053752930	Date:	2/29/2024	
	Location:	111 NW 1 Street, Suite 1410					
Pre-Bid Meeting::	YES	Mandatory:	No	Date:	3/14/2024	Time:	10:00 AM
	Location:	Virtual Meeting -See notes below					
Site Meeting:	No	Mandatory:	No	Date:		Time:	
	Location:						
Bid shall be submitted to:	Contact:	Clerck of the Board					
	Address:	111 NW 1st Street, 1710					
	Email:		FAX # :				
Type of Contract:	Single Trade		Method of Award:	Lowest Responsible Bidder			
Method of Payment:	Scheduled Monthly Payments		Insurance Required:	YES			
Additional Insurance Required:	YES		If Yes - Minimum Coverage:	$1,000,000.00			
Performance & Payment Bond Required:	YES		Bid Bond Required:	YES			

Prevailing Wage Rate Required:	Highway Construction	Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:	

SBE-Con. Requirements:	YES	Percentage:	100.00%	SBD Certificate of Assurance Form Required:	NO
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO

CWP Requirements:	YES	Percentage:	10.00%		
SBE-S Requirements	NO	Percentage:	0.00%		
SBE-G Requirements	NO	Percentage:	0.00%		
Liquidated Damages:	YES	$$ Per Day:	$1,699.00		
Trade Set-a-side:	NO	If Yes, Trade =			

For RPQ's less than $10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.

Design Drawing Included:	NO	Shop Drawing Included:	NO	Specifications Included:	YES
Anticipated Start Date:	7/3/2024		Calendar Days for Project Completion:		480

Comments:

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars ($500,000.00).

COMMUNITY WORKFORCE PROGRAM
Prior to entering into a contract and according to the Miami-Dade County Code §2-1701 and amended by Ordinance 13-66, the successful bidder on a construction contract subject to a Community Workforce Program (CWP) goal, must submit to the Office of Small Business Development through the contracting officer a workforce plan outlining how the CWP goal will be met. Additional information is available at the County's website at http://www.miamidade.gov/business/contract-requirements.asp#0 .

Contractor must submit a Workforce Plan to the Miami-Dade County Office of Small Business Development within fifteen (15) days of notification of award of the contract. The County will not enter into the contract until it receives the contractor's Workforce Plan and deems the Plan acceptable. The Workforce Plan forms may be obtained on the County's website at http://www.miamidade.gov/business/contract-requirements.asp#0 .

LOCATION OF WORK:

A. This is a work order driven contract. The location(s) of work to be performed under the terms of this Contract will be determined by the Engineer prior to assigning the work. The County does not guarantee a minimum or maximum amount of work per bid item.
1.The County will assign work to Contractors, depending on the areas affected, as contiguous as possible.
2.The actual location (s) of work shall be identified in the Work Order (s) issued subsequent to the Award of the Contract.

LICENSE REQUIREMENTS:
At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:

A-Certificate of Competency from the County's Construction Trades Qualifying Board as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor or concrete-work engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified.

B-Experience Requirement:
1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these

Solicitation Documents. Demonstrate the experience requirement by:

a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:
1) The identified personnel and their assigned role and responsibilities for the listed project
2) The client name and address including a contact person and phone number for reference
3) Description of work
4) Total dollar value of the contract
5) Contract duration
6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
7)For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations; or

b. Pursuant to Section 255.20, F.S., the County may consider a bid from a Bidder in good standing, meeting the license requirements above, that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification in the Sidewalk Work Class, Certification of Work Underway, and Status of Contract(s) On Hand.

INDEMNIFICATION AND INSURANCE REQUIREMENTS
The Contractor shall furnish to Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence and $2,000,000 in aggregate . Miami-Dade County must be shown as an additional insured with respect to this coverage.
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

BID DOCUMENTS:
Bidding documents may be purchased from the Miami-Dade County Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1st Street, 14th Floor, Miami, Florida 33128 for a non-refundable fee of seventy five dollars ($75.00) per each complete set of documents. Payment shall be in the form of a company check, cashier's check, or money order payable to "Miami-Dade County, Department of Transportation and Public Works."

ADDENDUMS - RFI"S
The Department of Transportation and Public Works has made changes with regard to how addendums and requests for information (RFI) will be sent to document holders. Be advised that all Addendums, RFI's, and the document holders list (bidder's list) are now available to view online at the following web address:

https://www8.miamidade.gov/Apps/ISD/DPMWW/SolicitationList.aspx

Therefore, during the advertisement period, the Department will not be sending these documents via certified mail. All document holders must provide an e-mail address. The Department will only be sending addendums and RFIs by e-mail and posting online at the aforementioned link. The bidders list will be updated every Friday during the advertisement phase of the contract. Please be aware that acknowledgment of receipt of all addendums and RFI's remain a requirement when submitting bids. All RFI request should be emailed to Alicia.Arce@miamidade.gov while copying the Clerk of the Board (clerkbcc@miamidade.gov).

Vendor Registration:
Due to the new Vendor Registration procedures of the Internal Services Department, Procurement Management Division, updated definitions along with the "Affirmation of Vendor

	Affidavits" has been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to award. PRE BID - BID SUBMITTAL DUE DATE: Pre-Bid Conference date, time and location: Thursday, March 14 2024, at 10:00 a.m., Non-mandatory Pre-bid Meeting will be conducted via teleconference in Teams. Those interested in attending, please use the telephone number and access code below: Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 235 665 429 616 Passcode: XBb9t3 Download Teams | Join on the web Or call in (audio only) +1 786-628-2782,785036856# United States, Miami Phone Conference ID: 785 036 856# Find a local number | Reset PIN Bid Due Date, Opening Time & Location: Bid Submittal Time and Location: Wednesday, April 3, 2024, 2:00 P.M. at 111 NW 1 Street, 17th Floor, Clerk of the Board Office. Bid Opening immediately after Bid Submittal in the 18 Floor.

DISCLOSURE:

- Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

  The Contractor shall furnish to **Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1 St Suite 1410, Miami FL 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

  A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
  a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.

  B. Commercial General Liability in an amount not less than $300,000 per occurrence, and $600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

  C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

  *Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to $5 million. Only vehicles owned or leased by a company will be authorized. $1 million limit applies at all other airports.

- All 7040 RPQs are 100% Set-aside solicitations - solely for certified Small Business Enterprise-Construction (SBE-Con) firms registered in the MCC 7040 Plan. Registered SBE-Con firms are invited to bid based on the project's primary license requirement, estimated value and the contractors' certification participation level. The SBE-Con Participation Level will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents. **All bidders prime and sub contractors must be SBE-Con certified.**

- All Prime Contractors submitting a bid for RPQ/Project with a Small Business Measures (s) MUST submit the Small Business Development "CERTIFICATE OF ASSURANCE" form properly completed, signed and notarized with their bid document at the time of Bid Submittal. FAILURE TO SUBMIT THE REQUIRED CERTIFICATE OF ASSURANCE FORM AT THE TIME OF BID SUBMISSION SHALL RENDER THE BID NON COMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY.

- 7040 and 7360 RPQs with an estimated project value in excess of $700,000.00 may be assigned a Small Business Enterprise Goods (SBE-G) or Small Business Services (SBE-S) program goal. The SBE-G or SBE-S goal if applicable will be will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.

- All RPQs with an estimated project value $100,000 or above are subject to Responsible Wage Rates. The wage rate will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.

- All Projects, where price (Proposals/Bids) received are in excess of $200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder

may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM REQUIREMENTS:

In accordance with Sections 2.25 and 2.33 (E) of CICC 7040-0/07 this Project is considered a single trade or primarily single trade project. Primary Trade related work shall not be subcontracted. If ancillary (trade) work is required to complete this Project you may contract with a subcontractor with approval from the contracting Department and the Office of Small Business Development. All subcontractors must be certified SBE-CONS firms and approval given by SBD prior to any work beginning.

SECTION 2: SOLICITATION FORMS

All forms and documents contained in this Section shall be completed pursuant to these Contract Documents and submitted no later than the advertised Bid Submittal Due Date and Time for this Project.

BID FORM

Bid Form

PROJECT TITLE: Sidewalk Improvements - Multiple Sites

PROJECT NO: 20230216

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FOUR HUNDRED EIGHTY (480) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
102-74-1	13,018.0	EA/DAY	BARRICADES (TEMPORARY- TYPE I, II, VP & DRUM).			
102-60A	1,322.0	EA/DAY	WORK ZONE SIGNS			
102-76A	120.0	EA/DAY	ADVANCE WARNING ARROW PANEL			
110-4-1-1	1,056.0	L.F.	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER			
110-4-2H	5,580.0	S.Y.	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick)			
200-2-1	3,240.0	S.Y.	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION			
331-72-21	384.0	S.Y.	Driveway Transition - Asphalt (HMA)			
422-6-1G	35.0	EA.	REPLACE WATER METER BOX - Single or Dual Services (Cost for supplying and installing new meter box)			
422-6-1H	11.0	EA.	REPLACE WATER METER VAULT 2'X4' (Cost for supplying and installing new vault)			
520-1	1,176.0	L.F.	CONCRETE CURB AND GUTTER (ANY TYPE)			
522-1(1)	6,960.0	S.Y.	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)			
522-1-4	44.0	S.Y.	Driveway Transition - Concrete			

Bid Form

PROJECT TITLE: Sidewalk Improvements - Multiple Sites

PROJECT NO: 20230216

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FOUR HUNDRED EIGHTY (480) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
522-2	1,860.0	S.Y.	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)			
527-2	504.0	S.F.	DETECTABLE WARNING ON WALKING SURFACE			
575-2A	2,087.0	S.Y.	SODDING-St Augustine, or match existing, includes watering and maintenance. Contingent item based on field conditions, may be increased, or decreased by the engineer.			
635-2-11	43.0	EA.	PULL & SPLICE BOX, Furnish & Install, 13" x 24" COVER SIZE			
700-46-22	18.0	EA.	RESET EXISTING POST AND SIGN			
721-74-3	5.0	EA.	Relocate or Reset Bus Stop Trash Can (any type, includes reattaching to concrete if necessary)			
721-75-4	5.0	EA.	Relocate or Reset Bus Stop Bench (any type, includes reattaching to concrete if necessary)			

Total:_____

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: _____

D.C. Certificate of competency No: _____

Bidder's Name: _____

Bidder's telephone Number: _____

Bidder's address: _____

Bid Form

PROJECT TITLE: Sidewalk Improvements - Multiple Sites

PROJECT NO: 20230216

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FOUR HUNDRED EIGHTY (480) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

ATTACHMENT 5A

Department of Transportation and Public Works
Capital Improvements Division
111 NW 1 Street, Suite 1410
Miami, Fl 33128

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7040 Plan - CICC 7040-0/07
RPQ No: 20230216

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Sidewalk Improvements-Multiple Sites

Price Proposal (Cost to Perform the work **must** be stated here. State 'No Bid' if not submitting a price proposal)

Bidder's Company Name: _____

Company Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____ **EMail:** _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print): _____

Number of Addendums received: _____ **(if none' write "None")**

Signature:
_____ **Date:** _____

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7040 Plan.*

ACKNOWLEDGEMENT OF ADDENDA

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

PROJECT: Sidewalk Improvements-Multiple Sites Project No. 20230216

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

Instructions: Complete Part I or Part II, as applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 202___

Addendum #2, Dated _____, 202___

Addendum #3, Dated _____, 202___

Addendum #4, Dated _____, 202___

Addendum #5, Dated _____, 202___

Addendum #6, Dated _____, 202___

Addendum #7, Dated _____, 202___

Addendum #8, Dated _____, 202___

Addendum #9, Dated _____, 202___

Addendum #10, Dated _____, 202___

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

SURETY BID BOND FORM

SURETY BID BOND	DATE BOND EXECUTED (must not be later than bid opening date)	REV. 0216 DTPW

PRINCIPAL (Full legal name and business address)	TYPE OF ORGANIZATION ("X" one)	
	☐ Individual	☐ Partnership
	☐ Joint Venture	☐ Corporation

SURETY (Name and business address)

PENAL SUM OF BOND	**********Five Percent of the Total amount Bid**********			
BID IDENTIFICATION	Project No:	20230216	Bid Opening Date:	
	County Project Name:	Sidewalk Improvements-Multiple Sites		

OBLIGATION

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.

Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprocurement costs and incremental costs of contracting.

Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents.

Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

CONDITIONS

The Principal has submitted the Bid identified above.

THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

WITNESS

The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Authorized Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.

PRINCIPAL		
SIGNATURE		Principal's Corporate Seal
NAME AND TITLE (Typed)		

SURETY		
SIGNATURE OF ATTORNEY-IN-FACT		Surety's Corporate Seal
PRINTED NAME OF ATTORNEY-IN-FACT (Typed)		
SIGNATURE OF AUTHORIZED FLORIDA AGENT		
PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed)		

CERTIFICATE OF ASSURANCE

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT

CERTIFICATE OF ASSURANCE(COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: 20230216 Project Title: Sidewalk Improvements-Multiple Sites

Bidder/Proposer: _____ FEIN: _____

Address: _____ City _____ State _____ ZIP _____

Phone Number: _____ Email address: _____

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____% SBE-A/E, 100.00% SBE-Cons, N Trade Set-aside SBE-Cons, _____% SBE-G, and/or _____% SBE-S.
(For Goals, write in the percentage. For Set-aside, put Y or N.)

Print Prime Bidder's Name & Title	Prime Bidder's Signature	Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

_____
Signature of Owner

SWORN TO and subscribed before me this day _____ of _____, 20_____

_____
Signature of Notary Public-State of Florida

My Commission Expires:

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit *(this Affidavit)* and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☐ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: _____ Solicitation Title: _____

By: _____ Date: _____ 20 ____
Signature of Affiant

_____ ___/___-___/___/___/___/___/___
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Bidder/Proposer

_____
Address of Bidder/Proposer

AFFIRMATION OF VENDOR AFFIDAVITS

Miami-Dade County
Department of Procurement Management

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008 (for goods and services) and July 1, 2008 (for design and construction), vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant

Name of Firm | Date

Address of Firm | State | Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public | Serial Number

Print or Stamp of Notary Public | Expiration Date | Notary Public Seal

5/09/2008

FAIR WAGE AFFIDAVIT

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ the
(PRINT NAME)

_____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 202_____.

_____Personally, known or_____ produced identification.

_____ _____
(Signature of Notary Public - State of Florida) **(Print, Type, or Stamp Commissioned Name of Notary Public)**

Type of identification produced:_____

CONTRACTOR DUE DILIGENCE AFFIDAVIT

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20

by _____ He or she is personally known to me ☐ or has produced identification

Type of identification produced _____

Signature of Notary Public		Serial Number
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

2/2014

SECTION 3: INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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1. SUPPLEMENTAL BIDDING REQUIREMENTS

1.01 BID FORMS

A. Estimated Quantities.

1. The Bid Form contains estimated quantities that are provided for bidding purposes only. The quantities shown on the Bid Form are approximate and only represent estimated planned requirements based on historical or specific disaster event. The County reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the length of the Contract.

2. The County does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The County's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

3. Bid Items which are estimated with a unit quantity of one are anticipated to be use in minimal quantities, if any, as approved by the Engineer. Any Contract provisions pertaining to adjustments in item prices shall not apply. Therefore, no adjustment shall be made to the unit prices awarded as a result of changes to the estimated quantities provided in the Bid Form. Final quantities shall be as approved by the Engineer.

B. Preparation of Proposal.

1. All blank spaces on the Bid Form for bid prices must be filled in ink, in both words and figures. In the event of any discrepancy in the entries for the price of any item, the unit price as shown in words shall govern unless both the extension and the unit prices shown in figures are in agreement with each other, in which case they shall govern over the unit price shown in words.

2. If the Bid is made by an individual, a sole proprietorship or an individual operating under a trade name, the name and post office address of the individual or owner must be shown in each instance. If made by a partnership, the Bid must be signed by one of the partners, and the names and addresses of the partners must be listed. If made by a corporation, the Bid must be signed by an authorized officer or agent of the corporation, the corporation must be clearly identified, and the corporate seal must be affixed. In addition, a Bid made by a corporation must also list the name of the state wherein the corporation was chartered and the business address of the corporation.

3. Bids must be submitted only on the hardcopy Bid form provided with these Contract Documents unless a revised Bid Form is provided by the County via Addendum, in which case the latest Bid Form provided by Addendum shall be used.

4. All required forms must be completed and submitted and, all blanks must be filled in.

C. Rejection of Irregular Proposals.

1. Bids will be considered irregular, and may be rejected, if they show omissions, alterations of form, additions not called for, conditions or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced either in excess of or below a reasonable cost analysis value.

D. Pay Items.

1. Any work not specifically mentioned in the pay items listed in the Proposal, but indicated on the plans and/or specifications, shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

1.02 BID SECURITY

A. Bid Security is not required for submittal packages for this proposal. However, in the event a declaration of emergency occurs, contractor will be required to obtain a performance and payment bond within 5 working days of commencing the Work, if the total awarded amount is over $200,000.00.

1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

A. This section shall apply only to the extent permitted under applicable regulations of the United States Department of State and the United States Department of Treasury.

B. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel.

1.04 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM

A. Miami-Dade County web-based Business Management Workforce System (BMWS)

1. The Subject project is a federally funded project, the instruction below are only to collect information from contractors and to track payments, the subject project does not have any SBD or local preference program. It is reported through the FDOT DBE Program.

2. Bidders must register under Miami-Dade County web-based Business Management Workforce System (BMWS). BMWS is managed by the Small Business Development (SBD) Division of the Internal Services Department. BMWS will be utilized to apply online for Small Business Enterprise (SBE) certification, manage County contracts, and track compliance with SBE Program measures, Workforce Program requirements, and subcontractor payments.

3. The use of this web-based system is mandatory for firms contracting with Miami-Dade County for the submission and verification of payment information and certified payrolls. Training for BMWS can be offered at the following web address: https://mdcsbd.gob2g.com/

1. BMWS will be accessible, at no charge, to all vendors doing – or interested in doing – business with Miami-Dade County. Key features include:

   a. Online application for Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Local Developing Business (LDB) certification

   b. Online registration for the Equitable Distribution Program (EDP)

   c. Enhanced online SBE, DBE, and LDB Directory, with key-word search capabilities

   d. Electronic submission of subcontractors for fulfillment of SBE requirements

   e. Electronic submission of contractors' utilization payments and verification of SBE payments via the web or a mobile device

   f. Automated tracking of progress towards meeting SBE goals

   g. Electronic submission of certified payrolls

   h. Electronic submission of workforce compliance data

   i. Automated notifications regarding compliance requirements

   j. Elimination of/or limited paper-based reporting

B. Small Business Enterprise-Construction Program Measures

1. In accordance with Miami-Dade County Ordinances No. 97-52, 14-98, and 97-158; A.O. 3-22, no SBE-CONST Measures have been established for this Project.

1.05 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The Contractor shall comply with the requirements pursuant to 49 Code of Federal Regulations (CFR) Part 26 as implemented by the approved FDOT DBE Program.

B. For more information on the DBE Program refer to Article 1.10 of the Supplementary Conditions of these Solicitation Documents.

1.06 SITE INVESTIGATION

A. Examine the Contract Documents and the site of the proposed work, when applicable, carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

B. The bidder's submission of a proposal is sufficient evidence that the bidder has made an examination as described in this Article. Therefore:

1. The bidder, by virtue of submitting their bid, acknowledges that they and all their subcontractors have satisfied themselves as to the nature and location of the Work or requirements of similar Work to be performed within Miami-Dade County Public Right-of-Ways. The general and local conditions include, but are not restricted to those bearing upon transportation and traffic maintenance; the disposal, handling and storage of materials; access roads to the site; site

constraints, restrictions and limitations; the conformation and conditions of the work area; and the character of equipment and facilities needed prior to and during the performance of the Work.

2. Failure on the part of the bidder to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if awarded the Contract.

1.07 CONTRACTOR QUALIFICATION REQUIREMENTS

A. Certificate of Competency Requirement:

1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:

a. Certificate of Competency from the County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor or concrete engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or

b. Certification, as a general contractor provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.511 of the Florida Statutes (F.S.). or;

2. Pursuant to Section 255.20, F.S. and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents include the Sidewalk Work Class.

B. Experience Requirement:

1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:

a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:

1) The identified personnel and their assigned role and responsibilities for the listed project

2) The client name and address including a contact person and phone number for reference

3) Description of work

4) Total dollar value of the contract

5) Contract duration

6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and

7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations; or

b. Pursuant to Section 255.20, F.S., the County may consider a bid from a Bidder in good standing, meeting the license requirements above, that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification in the Sidewalk Work Class, Certification of Work Underway, and Status of Contract(s) On Hand.

2. The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.

1.08 AWARD OF CONTRACT

A. Multiple contracts may be awarded. If more than one award is made, award will be based off lowest responsive bid then the next lowest responsive bid and so forth and activated in the same order based on the contractor's availability and ability to satisfy the needs of the County at the time contacted. No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities. The award of the Contract(s), if it be made in the County's sole discretion, shall be to responsive and responsible bidder(s) whose bid complies with all of the material terms of this solicitation, that comply with all requirements of any emergency relief program, including but not limited to FHWA Emergency Relief Program and is determined to be in the best interest of the County.

B. Since the award of this contract will be done under an emergency declaration, a notice to work issued via e-mail or approval to work, or once the contractor is called to perform the work, constitutes a contract with Miami Dade County. Then, a fully executed Notice to Proceed (NTP) Letter will be issued to the Contractor. All conditions for award must be satisfied including, but not limited to, compliance with all of the requirements set forth in the Recommendation for Award letter and federal guidelines. Contractor must provide the County with the completed and fully executed NTP Letter as soon as possible, so the contract can be ratified. The award is final only upon the County's receipt of a fully executed NTP Letter from the Contractor.

C. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.

D. By submitting a bid, the bidder acknowledges that the County shall have the right to investigate the existence of these factors in determining whether to award the bid, and to evaluate, without limitation, the bidder's outstanding commitments on other awarded contracts, its resources to perform the Work under the Contract, and its past performance.

E. The County reserves the right to waive any informality in, or to reject any or all bids. Bids from any person, firm or corporation in default upon any agreement with the County will be rejected.

F. The Bidders should be qualified by experience, financing, and equipment to do the work described in the Contract Documents. The County may require from the responsive and responsible Bidder(s), as a condition for Award, a list of the major construction equipment that is available to perform all the work required by the Contract. The list shall include all equipment required and available including: quantity; condition; make and model; whether owned or leased; and their present location. Actual proof of ownership (bills of sale or certified proof of a valid lease in the name of the firm submitting the Bid) of the equipment or the ability to secure the equipment prior to Contract Award is required. A visual inspection by the County of the equipment listed shall be facilitated within 10 days of submittal of the aforementioned list. Failure to meet the timeframes and conditions stipulated herein or in the Recommendation for Award may result in the disqualification of the Bidder.

1.09 PAYMENT AND PERFORMANCE BONDS

A. The successful bidder shall submit, within the timeframe stipulated in the Recommendation for Award, duly executed Payment and Performance Bonds, meeting the requirements of Section 255.05, F.S., on the forms prescribed by the Department or in Cash, each in the amount of the total contract price (i.e. the accepted total amount bid plus any contingency and dedicated allowances attributable to the Contract), as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable.

A. Per Resolution R-593-13, no payment and performance bond shall be required for a contract of $200,000 or less.

B. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount ($)	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

2. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, F.S. shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

   a. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

   b. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;

   c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

3. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

4. For contracts in excess of $500,000 the provision of Subarticle 2 above will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

6. The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

C. The Payment and Performance Bonds must be executed on the forms provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the contract award recommendation.

D. Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds.

E. The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

F. The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

G. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.

H. In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

1.10 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

Subparagraphs 2.9A through 2.9C and 2.9E through 2.9G of the Special Conditions to the CICC 7360-0/08 Contract are deleted and replaced with the following:

A. To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County, and the Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

B. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

C. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

D. Contractor shall furnish to the Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's compensation insurance for all employees as required by Florida Statute 440.

2. Commercial General Liability in an amount not less than $1,000,000 per occurrence $2,000,000 aggregate, not to exclude Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

4. Umbrella or excess liability insurance in an amount not less than $3,000,000 per occurrence and $3,000,000 in the aggregate.

   a. If Excess Liability is provided must be follow form for coverage's B and C.

   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 VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division. Or;

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

5. Certificate holder must read:

   MIAMI-DADE COUNTY,
   111 NW 1st STREET, SUITE 2340,
   MIAMI, FL. 33128.

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____ _____, as Contractor under the contract dated _____, 20 ___, between Principal and Miami-Dade County for the construction of _____ _____ Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 __.

CONTRACTOR

_____
(Contractor Name)

BY:

_____
(President) (Managing Partner or Joint Venture)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

_____

_____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

SECTION 4: SUPPLEMENTAL INFORMATION

SUPPLEMENTARY CONDITIONS

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APPENDIX TO THE SUPPLEMENTARY CONDITIONS

Appendix A: Miami-Dade County Wages and Benefits

Appendix B: (OSHA) Forms 300, 300A and 301

Appendix C: Notice of Construction Clearing House Forms A, B and C

Appendix D: Residents First Training and Employment Program Compliance Forms (RTFE 1, RTFE 2, RFTE 3, and RFTE 4)

1. SUPPLEMENTARY CONDITIONS

1.01 MISCELLANEOUS CONSTRUCTION CONTRACT (7040 PLAN)

A. These Supplementary Conditions amend or supplement the Miscellaneous Construction Contract (MCC) CICC 7040-0/07, the MCC 7040 Plan, and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. All requirements of the Contract Documents, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect. The MCC Contract and Plan may also be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 (General Requirements) of the Contract Specifications.

1.02 APPLICABLE WAGE RATES

A. Amend Paragraph 2.23 of the CICC 7040-0/07 Miscellaneous Construction Contract by adding the following:

1. The applicable Standard Industrial Classification (SIC) manual code is SIC 16 Highway Construction. The Responsible Wages and Benefits Schedule (Construction Type: Highway) for wages and benefits to be paid for work performed under this Contract will be the schedule in effect on January 1st of the calendar year in which the work is performed. The Responsible Wages and Benefits Schedule in effect at the time of Project Solicitation is provided as Appendix "A" to these Supplementary Conditions. Updated Responsible Wages and Benefits Schedules are available at http://www.miamidade.gov/smallbusiness/responsible-wages-and-benefits.asp

2. When a required classification is not listed as a separate class in the County's Responsible Wage rates schedule (e.g. Traffic Signal Technician), Contractor must use Davis-Bacon Wages for said classification.

3. To ensure that payroll reporting can be done more securely, quickly and efficiently, and to eliminate paper-based payrolls, the County has adopted LCPtracker, a web-based Certified Payroll Management System. Use of the system is mandatory and at no additional cost to the contractor. LCPtracker can be interfaced with contractor's existing payroll system. For more information on LCPtracker software or training, please contact Small Business Development (SBD) Division at 305.375.3111

1.03 CONTINGENCY ALLOWANCE FOR TIME

A. Paragraph 2.66 of the CICC 7040-0/07 Miscellaneous Construction Contract is hereby amended to provide a Contingency Allowance for time extension not to exceed ten percent of the original Contract Duration pursuant to a written request by Contractor for a time extension for an Excusable Delay, as described in Paragraph 2.66 of the 7040 Miscellaneous Construction Contract, that affects the critical path schedule of the Contract or any previously approved changes. The request must be accompanied by written documentation that supports the justification of a time extension, and is subject to review and concurrence by the department Engineer, or designee. If approved, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent of the original Contract Duration rounded off to the next whole number.

1.04 WEATHER DELAYS

A. Schedule of Anticipated Weather Delay Days

1. The following schedule of average climatic range, based on National Oceanic and Atmospheric Administration (NOAA) normal data (1981-2010 Monthly Normals; GHCN Daily ID: USW00012839; MIAMI INTL AP, FL), will be used as the standard baseline for monthly evaluations of weather delays for this Contract.

Schedule of Anticipated Weather Delay Days												
Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	3	4	4	4	7	12	11	13	13	8	4	4

2. The above schedule provides the anticipated number of days each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days listed in the schedule, for each month, is included in the Work and is not eligible for extension of Contract Time. The Work Progress Schedule submitted by Contractor must reflect these anticipated adverse weather delays in all weather dependent activities.

B. Extension of Contract Time for Adverse Weather Days In Excess of the Standard Baseline

1. If the basis exists, in accordance with the Conditions of the Contract, for a claim for extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in a month that are in excess of the number of days listed above for that month in the Schedule of Anticipated Adverse Weather Delay Days.

2. Adverse Weather Day is defined, for the purpose of this Article, as the occurrence of one or more of the following weather conditions within a twenty-four (24) hour day that prevents scheduled critical path construction activity exposed to weather conditions:

   a. Precipitation in excess of one-tenth inch (0.10").

   b. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.

   c. Sustained wind in excess of twenty-five (25) miles per hour.

3. Adverse Weather Day may include "dry-out" days, resulting from precipitation that occurs beyond the Anticipated Weather Delay Days for the month, only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and, at a rate no greater than 1 make-up day for each precipitation day (or consecutive days) that total 1.0 inch or more of precipitation.

4. A Weather Delay Day may be counted by the Engineer, if adverse weather prevents work on the Project for fifty percent (50%) or more of the Contractor's normal scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday approved by the Engineer with construction activity scheduled that day.

5. No additional compensation will be made for weather delays.

C. Contractor Documentation and Submittals

1. Organize claim to facilitate evaluation by calendar month and submit in accordance with the claims submittal requirements of the Contract Documents. Documentation is required for each Adverse Weather Day that results in a Weather Delay. Identify the number if days claimed for the month that exceeds the Schedule of Anticipated Adverse Weather Delays. Documentation must include:

    a. Daily jobsite work logs showing which and to what extent critical path construction activities have been affected by adverse weather.

    b. Daily weather data, obtained from the nearest NOAA weather station or other independently verified source approved by Engineer at beginning of the Project, to support claim for time extension. NOAA Global Historical Climatology Network (GHCN) Daily data may be obtained from the NOAA website at http://www.ncdc.noaa.gov/cdo-web/search.

2. If an extension of Contract Time is appropriate and approved by the Department, such extension will be made in accordance with the requirements of the Contract Documents.

1.05 ADDITIONAL FUNDING SOURCE PROVISIONS

1. Contractor must comply with all requirements of various funding sources(s) for work issued under this Contract.

1.06 ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS

A. This Project is Set-Aside for Level III Small Business Enterprise-Construction Program (SBE-CONST). It is 100% self-performance

1.07 PROMPT PAYMENTS AND RETAINAGE:

1. In addition to Miami-Dade County Sec. 2-8.1.4. Sherman S. Winn Prompt Payment Ordinance and Administrative Order No.: 3-19 Prompt Payment, contractors, subcontractors and the County must also meet the requirements of Title 49 CFR part 26.29 and 26.37 and the Florida Prompt Pay Act. Prime contractors must pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a *"proper invoice"* is stamped received. Further, the prime contractor will return retainage payments to the subcontractor within 30 days of the sub-contractor's satisfactory completion of work.

2. Proper Invoice means an invoice which conforms to the present requirements of the County's finance system, which includes the issuance of a valid purchase order or contract as well as applicable change orders or amendments, and any rules promulgated from time to time by Administrative Order of the Mayor. A proper invoice must include a statement by the vendor/contractor waiving claims for extra direct and indirect costs or time associated with work preceding the date of the invoice, or a statement in sufficient detail containing all rights reserved for work already performed. All present requirements or future rules pertaining to the execution of a proper invoice are available to contractors at the pre-construction meeting.

3. In any case in which an improper invoice is submitted by a contractor, the County will, within ten (10) days after the improper invoice is received by it, notify the contractor that the invoice is improper and indicate what corrective action on the part of the vendor is needed to make the invoice proper.

4. In the event a dispute occurs between the contractor and the County concerning payment of an invoice, such disagreement shall be resolved not later than forty-five (45) days after the date on which the improper invoice was received by the County, and shall be concluded by final written decision of the Mayor or his or her designee(s), not later than sixty (60) days after the date on which the improper invoice was received by the County.

5. If the dispute is resolved in favor of the contractor, then interest shall begin to accrue as of the original date the payment became due.

6. All payments due from the County, and are not made by the appropriate due date as described above, shall bear interest from thirty (30) days after the appropriate due date at the rate of one (1) percent per month on the unpaid balance. One (1) month shall constitute a period beginning on any day of a month and ending on the same day of the following month. Any overdue period of less than one (1) month shall be considered as one (1) month in computing interest. Unpaid interest shall compound monthly.

7. The vendor must be responsible for preparing and delivering an invoice to the County for any interest accrued in order to receive the interest payment. The invoice must include the following:

   a. Date proper invoice received by County, its applicable invoice number and amount.

   b. Date punch list was completed.

   c. Date and corresponding reference number of applicable purchase order, requisition or contract.

   d. Payment due date.

   e. Date interest commences.

   f. Interest due at one percent per month on unpaid balance.

8. Contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subcontractor's work by the County and contractor's receipt of the partial retainage payment related to the subcontractor's work, whichever comes first.

1.08 COMMUNITY WORKFORCE PROGRAM

A. In accordance with Miami-Dade County Code §2-1701 and amended by Ordinance No. 13-66, this Contract has a 10.00% Community Workforce Program (CWP) Goal. Contractor is required to comply with CWP Participation. Additional information is available at the County's website at http://www.miamidade.gov/smallbusiness/community-workforce-program.asp.

B. Contractor must submit a Workforce Plan to the Miami-Dade County Internal Service Department, Small Business Development Division through the Department (via the Engineer) within 15 days from the Recommendation for Award. The Workforce Plan form along with instructions on how to complete the Workforce Plan can be obtained in the County's website at http://www.miamidade.gov/smallbusiness/business-development-forms.asp

1.09 CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES

A. Pursuant to Miami-Dade County Resolution R-1145-99, Contractor must post a notice of job opportunities with the Miami-Dade County Job Clearinghouse (JCH) within ten (10) business days of the contract award or no later than five (5) business days after start of construction. If job opportunities are available, complete all portions of the Notice of Construction Clearinghouse Job Opportunity form (Form B). If no job opportunities are available, complete a JCH Affidavit- No Notice(s) of Construction Job Opportunities form (Form C). Submit the completed Form B or C (with copies to the Engineer) to:

Miami-Dade County Internal Service Department
Small Business Development Division
Project Review and Analysis Section
Attention: Job Clearinghouse
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

B. Job applicants interested in posting an application for employment to be considered by contractors with job openings may complete a JCH Construction Clearinghouse Job Application (Form A) and submit it to the address provided in the Form.

C. The necessary forms are provided as Appendix "C" to these Supplementary Conditions. Additional information pertaining to the Miami-Dade County Job Clearinghouse is available in the County's website at http://www.miamidade.gov/sba/about-us-job-clearinghouse.asp.

1.10 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

A. In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61 (online at http://www.miamidade.gov/smallbusiness/business-development-legislation.asp), all contractors and subcontractors of any tier on (i) construction contracts valued in excess of $1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of $1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply, if applicable, with the following:

1. Bidders must:

a. Submit a completed Responsible Contractor Affidavit (Form RTFE 1), along with the Bid Submittal Package. The Responsible Contractor Affidavit shall verify the following:

1) Prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10-hour safety training course, and

2) Contractor will make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. County residents employed in furtherance of the goal set forth in the County's Community Workforce Program (CWP) shall be counted towards the 51% goal.

b. In the event that form RTFE 1 is not submitted along with the bid package, the County will provide a notice that the bidder has 48 hours from the time of notification to submit the form or their bid or proposal will be deemed nonresponsive and disqualified.

2. Prior to the issuance of a Notice to Proceed, contractors must also submit the following:

   a. A Construction Workforce Plan (Form RFTE 2) and supporting documentation;

   b. A list of all subcontractors to be used on the project;

   c. A Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and

   d. A list of all employees currently employed by the contractor.

   e. As per Miami-Dade County Resolution R-1181-18, Submit OSHA form 300 containing a list of the company's work-related injury and illness data; and OSHA inspection data, for the previous three years, for the contractor and first tier subcontractors. The Department of Labor Occupational and safety Health Administration (OSHA) Form 300, 300Aand 301 can be found under Appendix "B" of these Supplementary Conditions

3. Submit OSHA Safety Training Affidavit (Form RFTE 3) with all certified payrolls.

4. Submit a Workforce Performance Report (Form RFTE 4) within 30 business days of completion of the Project.

5. Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

6. Forms RFTE 1, RFTE 2, RFTE 3, and RFTE 4 are included under Appendix "D" to these Supplemental Conditions.

1.11 EMPLOY MIAMI-DADE PROGRAM

Employ Miami-Dade Program does not apply for this project.

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

A. In accordance with Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-63, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars ($1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars ($1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land:

   1. The awarded Contractor is hereby notified that the County will consider whether the Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

2. Referral Procedures.

   a. Career Source South Florida shall compile and maintain the Employ Miami-Dade Register.

   b. The Contractor will notify Career Source South Florida of the vacancy by completing a Job Opening Form on the Employ Miami-Dade website (https://iapps.careersourcesfl.com/employmd/). The job order must contain a detailed description of the job responsibilities and qualifications.

   c. Career Source South Florida will then provide a list of qualified candidates available to the Contractor with copy to the Compliance Officer.

   d. Contractor will review the resumes and qualifications of the candidates, conduct interviews with those candidates who satisfy the minimum competency requirements, and make a good faith effort to fill at least 20% of the labor workforce required per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register through Career Source South Florida.

   e. Positions filled from the Employ Miami-Dade Register must be full-time, for at least 120 days, in order to be considered towards attainment of the 20% labor workforce threshold herein.

   f. If the 20% labor workforce per Contractor's Construction Workforce Plan from Employ Miami-Dade is not met on the contract, the Contractor must provide the Compliance Officer with a detailed explanation of its efforts.

   g. Career Source South Florida may have funds to pay a portion of the salaries for Employ Miami-Dade participants. It shall be the responsibility of the Contractor to contact Career Source South Florida directly to determine eligibility for, and make arrangements as applicable with, Career Source South Florida to pay a portion of the salaries for a specified period and/or during on the job training for the Employ Miami-Dade participants employed on the contract.

B. Prior to the issuance of a Notice to Proceed, Contractors must also submit the following:

   1. A Construction Workforce Plan (Form RFTE 2) and supporting documentation including:

      a. Specifying the total number of positions by trade that will be used by the Contractor and subcontractors to perform all the of the construction labor work.

      b. Indicate the number of positions to be filled by the Contractor from the Employ Miami-Dade Register.

      c. Contractor shall submit an updated Construction Workforce Plan to the Contracting Officer on a monthly basis.

C. Within thirty (30) days of completion, and prior to final payment, Contractors must also submit a Workforce Performance Report (Form RFTE 4) that includes the following information:

   1. The total number of construction labor work positions performed by Employ Miami-Dade participants with supporting documentation.

   2. Supporting documentation verifying reasonable efforts to promote Employ Miami-Dade if 20% labor workforce threshold was not met per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register.

   3. Determination if employee(s) will be retained beyond the contract.

D. The awarded Contractor is hereby notified that the County will consider whether a Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in AO 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

1.12 ACCEPTANCE TESTS

A. Replace Article 2.99 of the CICC 7040-0/07 Miscellaneous Construction Contract with the following:

B. When Contractor informs Engineer that the Work is ready for inspection and testing, Engineer may request, from a County approved laboratory, the tests necessary to confirm that the required material, compaction, or work specifications are met. If the results of the tests reveal that the applicable specifications have not been met, Contractor, without additional compensation, must perform, to the satisfaction of Engineer, all work necessary to meet the applicable specifications and is responsible for the costs of all re-testing required by Engineer and the Contract Documents.

C. The Department will pay the laboratory for the first test (pass or fail); any re-testing will be the responsibility of Contractor. The Department will only pay for re-testing when authorized, in writing, by Engineer.

D. Contractor must comply with the conditions of the agreement between Miami-Dade County and Laboratory.

1.13 CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT

A. Extra Work shall result in an equitable adjustment (increase or decrease) to the applicable RPQ representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the RPQ schedule for performance for both the Extra Work and any other Work affected by the Extra Work.

B. The County shall initiate the Extra Work procedure by a notice to Contractor outlining the proposed Extra Work. Upon receipt of the notice to proceed with the Extra Work, the Contractor is required to immediately start the Extra Work. The Contactor is required to obtain permission for an extension to start the Extra Work if it is beyond the Contractor's ability to start within the allotted timeframe.

C. The Contractor is required to provide the Project Manager with a detailed Change Order Proposal, if an Owner's Representative has been identified, which shall include requested revisions to the Contract, including but not limited to adjustments in the RPQ price and schedules for performance for the applicable RPQ. The change to the RPQ shall not exceed $100,000 or 10% of original RPQ, whichever is less. The Contactor is required to provide sufficient data in support of the cost proposal demonstrating reasonableness. In furtherance of this obligation, the County may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractors Change Order Proposal. The Contractor's Change Order Proposal must include any schedule revisions and an explanation of the cost and schedule impact of the extra Work on the project. If the Contractor fails to notify the Project Manager of the schedule changes associated with a Notice of Proposed Change Order by submitting a revised schedule document, it will be deemed to be an acknowledgment by Contractor that the proposed Extra Work will not have any scheduling consequences. The Contractor agrees the Change Order Proposal will in no event include a combined profit and home office overhead rate in excess of fifteen (15%) percent of the direct labor and material costs, unless the Project Manager determines that the complexity and risk of the Extra Work is such that an additional factor is appropriate. The Change Order Proposal may be accepted

or modified by negotiations between the Contractor and the County. If an agreement on the Extra Work is reached, both parties shall execute the Extra Work order in writing. The execution by the Contractor of the Extra Work order shall serve as a release of the County from all claims and liability to the Contractor relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the County relating to the Extra Work.

1.14 MIAMI-DADE COUNTY'S USER ACCESS PROGRAM (UAP).

A. On November 5, 2013 the Board of County Commissioners adopted Ordinance No. 13-103 eliminating the construction contract exemption to the User Access Program set forth in Section 2-8.10 of the Code of Miami-Dade County with the exception of Miscellaneous Construction Contract Program contracts with a total contract value of less than $500,000. Ordinance No. 13-103 retained the other exemptions listed in Section 2-8.10 of the Code including an exemption for contracts "funded with any funding source, including federal, which prohibits or restricts the application of the credit to the County effected in the UAP." As bond funding would be a funding source "which prohibits or restricts the application" of the UAP, construction contracts funded by bond proceeds (e.g., General Obligation Bond (GOB), People's Transportation Plan (PTP)) remain exempt from the application of the County's User Access Program.

B. UAP does not apply for this project, Therefore:

C. If applicable, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%) pursuant to Miami-Dade County Budget Ordinance No. 03-192. All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

1.15 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY.

A. The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to,:

1. Keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service

2. Providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law

3. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

4. Meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer.

B. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

C. For questions regarding the application of chapter 119, Florida Statutes, to The Contractor's Duty to Provide Public Records relating to this contract, contact the Custodian of Public Records at (305) 375-4735; isd-vss@miamidade.gov; 111 NW 1 Street, suite 1300, Miami, Florida 33128.

1.16 NONDISCRIMINATION

A. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

B. By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.17 CONTRACTOR DUE DILIGENCE AFFIDAVIT

A. In accordance with Board of County Commissioners Resolution 63-14, Contractor, as a condition of award, must submit Contractor Due Diligence Affidavit Form on any contract that exceeds $1 million, or that is otherwise subject to Board approval.

1. Affidavit is attached in Section 2 of these Solicitation Documents and must be included in the solicitation package. Form requires that Contractors attest to the following under oath:

   a. All of the lawsuits that have been filed against that entity, its directors, partners, principals, and/or board members, based on breach of contract by that entity in the five years prior to bid or proposal submittal, including the case name and number and the disposition of the case;

   b. Any instances in the five years prior to bid or proposal submittal where that entity has been defaulted and a brief description of the circumstances; and

   c. All of the instances in the five years prior to bid or proposal submission where that entity has been debarred or received a formal notice of non-compliance or non-performance,

showing that the Department has not been prejudiced by the Contractor's failure to so comply and, in the event the Department has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Department will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

C. Claim Submittals

1. Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Department to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

2. The Department will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Project manager, such further information and details as may be required to determine the facts or contentions involved in his claims. The cost of claims preparation or Change Order negotiations shall not be reimbursable under this Contract.

3. Any work performed by the Contractor prior to Notice-to-Proceed (NTP) shall not be the basis for a claim from the Contractor of any kind.

4. Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

   a. The claim is made in good faith;

   b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;

   c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Department; and

   d. The certifying person is duly authorized by the claimant to certify the claim.

5. In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the Contractor shall, if applicable and as determined by the Department, submit, in triplicate, the following information:

   a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.

   b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.

   c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.

F. Should inclement weather limit or stop the work, notify Engineer of such. Article 1.04 of these Supplemental Specifications describe Weather Delays adjustments.

Limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.

1.19 CLAIMS

A. Amend Paragraph 2.86 of the CICC 7040-0/08 Miscellaneous Construction Contract by adding the following:

B. Notice of Claims

1. The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Department, the happening of any event or occurrence, or any other cause, unless he shall have given the Project manager a written notice of claim therefore as specified in this article.

2. The Contractor shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.

3. It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the Project Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

4. The notice requirements of this article are in addition to those required in other articles of these Contract Documents, inclusive of the conditions listed under the MCC Plan.

5. The Contractor shall segregate all costs associated with each individual claim including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the claim. In the event that the Contractor has multiple claims, the Contractor will segregate each claim individually including the respective costs associated with each claim. Failure to segregate claims and their respective costs will be grounds for the Department's rejection of the claim. No "total cost claims" shall be allowed under this Contract.

6. The Contractor must maintain a cost accounting system as a condition for making a claim against the Department. The cost accounting system must segregate the costs of the work under the Contract (non-claims-related) from claims-related and other Contractor costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.

7. If the Department decides to pay all or part of a claim for which notice was not timely made, the Department does not waive the right to enforce the notice requirements in connection with any other claim.

8. Inasmuch as the notice of claim requirements of this article are intended to enable the Project Manager to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Department. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the Contractor submits with his claim proof

1) Time Sheets.

2) Materials invoices

3) Equipment invoices

4) Subcontractors' payments

5) Other related documents as required by the Project Manager.

m. The Contractor shall make all his books, employees, work sites and records available to the Department or its representatives for inspection and audit.

6. No payment shall be made to the Contractor by the Department for loss of anticipated profit(s) from any deleted work.

7. As indicated above, the Project Manager and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Department shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.

8. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

1.20 DISPUTES

A. Amend Paragraph 2.89 of the CICC 7040-0/07 Miscellaneous Construction Contract by adding the following:

B. Disputes

1. The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Department to settle disputes in lieu of the Department Director or Office of the Mayor (OOM) designee as specified below. In this case, the DRB alternative shall be specified by the Department in the Special Provisions and, if utilized, shall supersede this dispute provision.

a. In the event the Contractor and the Department are unable to resolve their differences concerning any determination made by the Project Manager or Department on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"),

d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.

e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.

f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.

g. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Contractor agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.

h. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs:

   1) Home office expenses or any Direct Costs incurred allocated from the headquarters of the Contractor;

   2) Loss of anticipated profits on this or any other project;

   3) Loss of bonding capacity or capability;

   4) Losses due to other projects not bid upon;

   5) Loss of business opportunities;

   6) Loss of productivity on this or any other project;

   7) Loss of interest income on funds not paid;

   8) Costs to prepare, negotiate or prosecute claims and

   9) Costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).

i. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.

j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material and equipment costs etc. These costs shall be broken down by pay.

k. The documentation for budgeted cost shall, as a minimum, include:

   1) Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.

   2) Copies of all executed subcontracts.

   3) Other related budget documents as requested by the Project Manager.

l. The documentation for actual cost shall, as a minimum, include:

prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or OOM designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

h. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Department's interpretation. Any presentation or request by the Contractor under this article will be subject to the same requirements for Submittal of Claims in this article.

1.21 EXTRA WORK

A. The following Subarticle replaces the following items: Articles 2.92, Extra Work, and portion of Article 2.94, Change Order Procedure and Basis for Payment of the MCC 7040 Plan.

1. Contractor may be asked to perform extra work, for which there is no price included in the Proposal, wherever it is deemed necessary or desirable by the Engineer to satisfactorily complete the Project as contemplated, and such extra work must be performed promptly in accordance with the Specifications and as directed by the Engineer, provided, however, that before any extra work is begun, a written order from the Engineer to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing.

2. All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.

3. The Change Order shall include, as a minimum:

   a. Scope of work to be added, deleted or modified;

   b. Cost of work to be added, deleted or modified;

   c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted or modified;

   d. Full release of claims associated with the Contract through the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

4. The Work Order shall include, at a minimum:

   a. Scope of work to be added, deleted or modified;

   b. Cost of work to be added, deleted or modified;

   c. The Contract time extension required to perform the work to be added, deleted or modified;

   d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

B. Extra Work Payment

1. The following Subarticle replaces the following items: Articles 2.92, Extra Work, and portion of Article 2.94, Change Order Procedure and Basis for Payment of the MCC 7040 Plan.

either the Contractor or the Department may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

b. For contracts with a value of $5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than $5 million, Disputes shall be decided by a designee appointed by the OOM.

c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and the Department to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.

e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.

f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims.

g. If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods

6. All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the Engineer, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Contract, or the application of the unit price will result in unacceptably high costs to the Department, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before the extra work order is issued, extra work and material will be paid for in the following manner:

   a. For all labor, including a working foreman in direct charge of the specified operation, the Contractor will receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the Contractor may charge one hundred (100) percent of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the Contractor may charge the following: twenty five (25) percent of the working foreman's salary for directing up to two workers in their work; fifty (50) percent of sum salary for directing up to four workers in their work; seventy-five (75) percent for directing five workers in their work; and one hundred (l00) percent for directing six workers or more their work, to which shall be added an amount equal to fifteen percent of such sum, and the total thereof shall be full compensation to the Contractor for performing the work, which includes overhead and profit, home office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid their labor burden costs of social security taxes, unemployment· insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.

   b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which costs will be added ·an amount equal to ten (10) percent thereof, for full compensation which includes overhead, profit and home office expenses.

   c. For any construction equipment or special equipment including fuel and lubricants, required for the economical! Performance of extra work, excluding the small tools and ordinary equipment as specified above, the Engineer shall allow the Contractor a rental price to be agreed upon in writing before such work is begun, for every 1 hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in. the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented form a recognized equipment rental company, the Contractor will be paid for every hour that the equipment is actually working at the hourly rental rate to which will be added ten (10) percent for fuel, maintenance and lubricants for rented equipment.

7. Contractor's representative and the Counties representative will compare records of extra work done at the end of each day. Such records will be made in duplicate upon a form provided for such purpose by the Counties representative, and shall be signed by both the counties representative and the Contractor's representative, one copy being submitted to the Engineer and the other being retained by the Contractor.

8. Contractor upon certified statements will submit all claims for extra work done, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements, accompanied by copes of the orders authorizing the performance of the work, shall be submitted to the Engineer for inclusion in the estimate of month. In which the work was actually done, where allowance account funds are available in the contract. If no allowance account fund is available, the extra work shall be paid for, subject

2. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, a NAM must be executed.

3. Extra work, for a complete job, will be paid for in a lump sum or at unit prices agreed to in writing by the Engineer and the Contractor before the extra work is ordered for performing the work. Payment for lump sum work will be based on the following:

   a. Contractor shall submit to the Engineer an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen (15) percent of such sum for labor and the total thereof will be full compensation to the Contractor for performing the work which includes overhead and profit, home office expenses for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall include their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations and insurance and Contractor's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. Contractor's documentation of the labor burden costs must be provided upon demand by the Engineer.

   b. For all materials used, Contractor will include the estimate total cost of such materials, including taxes and freight charges, to which cost will be, added an amount equal to ten (10) percent thereof; for full compensation that includes overhead, profit and home office expenses.

   c. For any construction equipment .or special equipment including fuel and lubricant required for the economical performance of extra work, the Engineer will pay the Contractor a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment; the County shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this section is valid the Engineer will make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment will not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten (10) percent for fuel, maintenance and lubrication for rented equipment.

4. Contractor is required to include a statement certifying that the proposal is consistent with the Plans and Specifications and he has reviewed all the costs for extra work and has found them to be accurate, fair and reasonable. If extra work is ordered, it must be included in the Contractor's monthly estimate when Allowance Account funds are available in the Contract for the work actually done. An Allowance Account expenditure form shall be prepared and executed by all appropriate parties to the Contract. If no allowance account funds are available a change order will be issued.

5. The performance of any extra work or the furnishing of any extra material which, in the judgment of the Engineer, is of like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Engineer shall so provide, be paid for at the unit price bid for such item or items, where Allowance Account funds are available in the Contract with the Contractor's monthly estimate, for the work actually done. Said Allowance Account funds shall be transferred to the various Proposal payment item funds via the Allowance Account expenditure form, to allow payment for this extra work without depletion of the payment item fund.

to approval of a change order for the work, by the county representative via Expedite Ordinance or the Board of County Commissioners.

9. If required, the Contractor shall produce any books, vouchers, other records, or memoranda .that will assist the Engineer in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.

10. In the event that the Contractor employs a subcontractor to perform his extra work for any portion of the lump sum work, or for any portion of extra work, material or equipment. Contractor may charge an additional ten (10) percent for his full compensation for overhead, profit, home office expenses and general supervision for the portion of work performed by the .subcontractor.

11. The subcontractor must comply with all the requirements of the Contract for his portion of extra work and be compensated as permitted within this Section for the extra work.

12. No additional compensation will be paid for overhead, profit, home office expenses or supervision to any subcontractors working for subcontractors.

1.22 WARRANTY OF CONSTRUCTION

A. For a period of one year, except as provided below, from the date of Final Acceptance, the Contractor warrants that the Work conforms to the Contract requirements and the RPQ requirements and is free of any patent and/or latent defect of the material or workmanship.

1. Exception to the above year warranty:

   a. Where the manufacturer of material provides a warranty in excess of one (1) year, the Contractor shall provide an assignment of warranty to the County with the manufacturer's written authorization. Contractors shall be obligated to provide to the County copies of all manufacturer's warranties and guarantees. Where the County specifies in an RPQ a warranty greater than one (1) year, such warranty will only be for the specified RPQ.

   b. The warranty hereunder shall be in addition to whatever rights the County may have under law. The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part of component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.

   c. In the event the Contractor fails to repair or replace defective Work in accordance with the terms of the Contract, the RPQ, and this warranty, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the Contractor under any contract between the County and the Contractor.

   d. The warranty covering defective Work shall be reinstated for a period of one (1) year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part component, or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this paragraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.

e. As specified in the construction documents. All guarantees and warranties under the Contract are fully enforceable by the County acting in its own name.

APPENDIX A OF THE SUPPLEMENTARY CONDITIONS

RESPONSIBLE WAGES

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS
SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **HIGHWAY**

Highway Construction projects include the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

LCPTRACKER – CONTRACTOR QUICK START GUIDE

2024

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SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of § 2-11.16 *et seq.*, Code of Miami-Dade County (the "Code"), pertaining to Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Conditions is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices
7. Other State and Federal Wage Laws

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the combined dollar value (hourly rate and benefits) listed in the Wages and Benefits Schedule for the work being performed. Payment to workers shall be made in the form of a check, money order or direct deposit and no less than bi-weekly and without subsequent deduction, except for payroll deductions directed or permitted by law or by a collective bargaining agreement. Cash payments are not allowed. The rates paid shall be no less than those contained in the Wages and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wages and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceeds the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee as an increase to their base pay.

Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

Payments made irrevocably to a trustee or third party pursuant to a bona fide fringe benefit fund, plan or program for health, life, death, and dismemberment, dental, vision insurance and retirement/pension can be credited towards meeting the required wages. These payments must be made not less often than quarterly. Annual payments to a fringe benefit fund, plan or program will not be accepted.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Classification Not Listed in the Wage Schedule

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Office of Small Business Development. Questions concerning the comparability of worker classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Office of Small Business Development
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Neither the contractor nor any subcontractor on the project may terminate an employee

performing work on the contract because of such employees filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wages and Benefits Schedule is a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B below. Contractors must pay all back wages and penalties on previous contracts before being awarded or participating on a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to twenty percent (20%) of the first underpayment; forty percent (40%) of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to sixty percent (60%) of the underpayment. A fourth underpayment violation within a three (3) year period shall subject the contractor to debarment to be initiated by SBD in accordance with the debarment procedures of the County. A fourth underpayment violation shall also constitute a default of the subject contract and shall be cause for suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three (3) years.

For violations other than under payment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars ($500.00) per week for each week in which the violation remains outstanding.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required, and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor and all subcontractors must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. LCPtracker

Each contractor and every low-tier subcontractor are required to submit all certified payrolls and labor compliance documentation electronically by the 10th of every month for the previous month using LCPtracker, a web-based Certified Payroll Management System (www.lcptracker.net). The system is managed by Small Business Development ("SBD"), a division of the Internal Services Department. The use of the system is **mandatory**, pursuant to Miami-Dade County Ordinance No. 18-33.

Each contractor and subcontractor on applicable contracts will be provided with a username and password to access LCPtracker system. Use of the system will involve data entry of weekly payroll information including employee name, social security number, trade classification, total hours, and fractions of hours for every type of trade classification work performed on the project, and wage and benefits paid. LCPtracker' s software can also interface with most payroll and accounting software programs that are capable of generating a CSV (comma delimited file). If your program does not have this capability, LCPtracker may be able to build an interface to communicate with your accounting software.

Hands-on training sessions for the LCPtracker system are available. To RSVP, please visit https://mdcsbd.gob2g.com/events.asp and select the training session you would like to attend.

If you are not able to attend a training class in person, there are other free training options available for contractors:

Option 1: Web-Based Training Sessions. Online and live training sessions facilitated by members of LCPtracker' s Customer Support Team are offered several times per month. All you need to participate is a computer with internet access, an email address, and access to a phone.

- Go to the LCPtracker Website: www.lcptracker.net
- Enter your username/password.

- Select "Watch Now" on the Projects tab and register for the Online training sessions.

Option 2: Computer-Based Training Courses. Pre-recorded videos can be viewed at any time by logging into the LCPtracker website (www.lcptracker.net) and following these simple steps:

- Enter your username/password.
- Select the "Training Materials" link located at the top of the page.
- Select Contractor Training Videos

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be a reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will investigate the complaint and notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified shall constitute a waiver

of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation. The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor/subcontractor to the employee on the work and the amounts received by such employee where violations have been found.

Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure, but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce these provisions and may be awarded back pay, benefits, attorney's fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11(4)(c), Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars ($500.00) for each week each employer is found to have violated these provisions.

B. Hearings

A contractor or subcontractor has the right to an administrative hearing to appeal a determination of non-compliance within (30) days of the notice. To request a hearing the contractor or subcontractor must file a written request along with a $250.00 non-refundable filing fee with the County Mayor or his or her designee. Upon timely receipt of a request for an administrative hearing request, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the Hearing Officer and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made

within a reasonable period, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Conditions shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. All apprentices participating on a project must be approved in LCPtracker by SBD. LCPtracker will not allow a contractor to enter an apprentice on its certified payrolls until SBD has received and approved the Apprenticeship Certification, which is only valid for 90 days after issuance. To obtain SBD's approval, the Program Sponsor must submit the Apprenticeship Certification to:

Office of Small Business Development
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

A numeric ratio of apprentices to journeyworkers is required to be consistent with proper training, safety, and continuity of employment. It shall be the responsibility the employer to ensure that the allowable ratio of apprentices to journeyworkers is consistently maintained by the employer on each specific job site. The number of apprentices per employer shall not be greater than the ratio listed in the Wages and Benefits Schedule. If the number of apprentices working on the project for each employer is greater than the ratio permitted, the apprentices must be paid the wage rate on the Wages and Benefits Schedule for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Summary of Apprentices

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the apprenticeship rate.

7. OTHER STATE AND FEDERAL WAGE LAWS

All Miami-Dade County contracts require contractors to comply with all applicable state and federal wage laws including payment of overtime. To obtain information regarding these laws, please visit the U.S. Department of Labor Wage and Hours Division at www.dol.gov/whd.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS				
Bricklayer	$ 28.50	$ 5.70	$ 3.15	**$ 37.35**

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	$ 18.53	$ 5.70	$ 3.15	**$ 27.38**
2nd 6 month period	$ 19.95	$ 5.70	$ 3.15	**$ 28.80**
3rd 6 month period	$ 21.38	$ 5.70	$ 3.15	**$ 30.23**
4th 6 month period	$ 22.80	$ 5.70	$ 3.15	**$ 31.65**
5th 6 month period	$ 24.23	$ 5.70	$ 3.15	**$ 33.08**
6th 6 month period	$ 25.65	$ 5.70	$ 3.15	**$ 34.50**

Apprentice Ratio: There shall be one (1) apprentice for every three (3) journeymen.

Scope of work under this trade includes but is not limited to: all forms of masonry construction, including all brick, stone, concrete block, marble, cement, plaster, mosaic, tile, terrazzo, terra cotta, glass block, refractory materials, and pointing-cleaning-caulking. The complete installation of all forms of masonry panels including the on-site fabrication, all intergral elements of masonry construction and all forms of substitute masonry materials or builiding systems thereto utlized. Cement Maon, Concrete Finisher and Tile Setter.

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CARPENTERS				
Carpenters	$ 26.95	$ 5.65	$ 6.90	**$ 39.50**
Foreman (5 or more workers)	$ 29.11	$ 5.65	$ 6.90	**$ 41.66**
Foreman (12 or more workers)	$ 30.18	$ 5.65	$ 6.90	**$ 42.73**
General Foreman (2 or more Foremen)	$ 31.26	$ 5.65	$ 6.90	**$ 43.81**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 month period	$ 18.06	$ 5.65	$ 6.90	**$ 30.61**
2nd 6 month period	$ 18.06	$ 5.65	$ 6.90	**$ 30.61**
3rd 6 month period	$ 19.41	$ 5.65	$ 6.90	**$ 31.96**
4th 6 month period	$ 20.76	$ 5.65	$ 6.90	**$ 33.31**
5th 6 month period	$ 22.10	$ 5.65	$ 6.90	**$ 34.65**
6th 6 month period	$ 23.45	$ 5.65	$ 6.90	**$ 36.00**
7th 6 month period	$ 24.80	$ 5.65	$ 6.90	**$ 37.35**
8th 6 month period	$ 26.15	$ 5.65	$ 6.90	**$ 38.70**

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Railing

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

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ELECTRICAL WORKERS				
Electrician - Wireman	$ 39.81	$ 6.50	$ 5.97	**$ 52.28**
Electrician - Cable Splicer	$ 40.31	$ 6.50	$ 6.05	**$ 52.86**
Traffic Signal Installer	$ 19.07	$ -	$ -	**$ 19.07**
Welder	$ 40.31	$ 6.50	$ 6.05	**$ 52.86**
Foremen - Required on any job where 3-9 electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.	$ 43.79	$ 6.50	$ 6.57	**$ 56.86**
General Foreman (22 or more Electricians)	$ 47.77	$ 6.50	$ 7.17	**$ 61.44**

Per Hour Premiums:

$1.00 per hour to the per hour wage rate for electricians working in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see pages 7-8 of the Supplemental General Conditions for more information.

1st year	$ 19.84	$ 4.57	$ 0.60	**$ 25.01**
2nd year	$ 20.98	$ 4.57	$ 3.15	**$ 28.70**
3rd year	$ 23.22	$ 4.57	$ 3.48	**$ 31.27**
4th year	$ 25.47	$ 4.57	$ 3.82	**$ 33.86**
5th year	$ 29.86	$ 4.57	$ 4.48	**$ 38.91**

APPRENTICE RATIO: Two (2) Apprentices to 1-3 Wiremen, Cable Splicer or Welders, four (4) Apprentices to 4 to 6 Wiremen, Cable Splicer or Welders, six (6) Apprentices to 7 to 9 Wireman, Cable Splicer or Welders

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems , pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear. Pre-fabricated parts and materials shall be unloaded, distributed and installed by employees covered under this trade and working for the electrical contractor. There are no restrictions on an employers utilization of pre-fabricated or pre-assembled parts, fixtures or other materials when obtained from a third party supplier, except as set forth above.

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ELECTRICAL WORKERS (ELECTRIC SIGN)				
Electrical - Wireman	$ 39.81	$ 6.50	$ 5.97	**$ 52.28**
Foreman - Required on any job where ten (10) Electricians are employed, one shall be designated foreman.	$ 43.79	$ 6.50	$ 6.57	**$ 56.86**

Per Hour Premiums:
$2.00 per hour to the per hour wage rate for a Electrician working in high places, seventy-five feet (75') above the ground floor except safety-guarded swing stage, walkways, or 2 man remote baskets.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see pages 7-8 of the Supplemental General Conditions for more information.

1st year	$ 19.84	$ 4.57	$ 0.60	**$ 25.01**
2nd year	$ 20.98	$ 4.57	$ 3.15	**$ 28.70**
3rd year	$ 23.22	$ 4.57	$ 3.45	**$ 31.24**
4th year	$ 25.47	$ 4.57	$ 3.82	**$ 33.86**
5th year	$ 29.86	$ 4.57	$ 4.48	**$ 38.91**

APPRENTICE RATIO: Two (2) Apprentices to 1-3 Wiremen, four (4) Apprentices to 4 to 6 Wiremen, six (6) Apprentices to 7 to 9 Wiremen

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

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IRONWORKERS				
Ironworkers	$ 27.75	$ 6.00	$ 6.27	**$ 40.02**
Foreman *	$ 30.53	$ 6.00	$ 6.27	**$ 42.80**
General Foreman *	$ 33.30	$ 6.00	$ 6.27	**$ 45.57**

* A foreman is required when two (2) or more Ironworkers are employed by one employer, one shall be a foreman. When the crew exceeds 12 or more, another foreman is required. A general foreman is required if three (3) or more Ironworker Foreman are employed on a job.

Per Hour Premiums:
Diving Pay add $40.00 rental plus $5.00 to the Ironworker's wage rate.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see pages 7-8 of the Supplemental General Conditions for more information.

1st 6 months - 800 Hours	$ 16.65	$ 6.00	$ -	**$ 22.65**
2nd 6 months - 800 Hours	$ 18.04	$ 6.00	$ -	**$ 24.04**
3rd 6 months - 800 Hours	$ 19.43	$ 6.00	$ -	**$ 25.43**
4th 6 months - 800 Hours	$ 20.81	$ 6.00	$ -	**$ 26.81**
5th 6 months - 800 Hours	$ 22.20	$ 6.00	$ -	**$ 28.20**
6th 6 months - 800 Hours	$ 23.59	$ 6.00	$ -	**$ 29.59**
7th 6 months - 800 Hours	$ 24.98	$ 6.00	$ -	**$ 30.98**

APPRENTICE RATIO: One (1) Apprentice to four (4) Ironworkers. For ornamental work one (1) Apprentice to two (2) Ironworkers

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types), column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, glazing – caulking – sealants and louvers - fixed.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.				
LABORERS				
Laborer	$ 20.00	$ 4.50	$ 3.86	**$ 28.36**
Asphalt Laborer: Includes Manual Raker, Manual Shoveler, Manual Spreader	$ 16.20	$ -	$ -	**$ 16.20**

Per Hour Premiums:
Laborer Foreman (For every 4 laborers) - **$2.00** per hour on top of the highest paid laborers
General Foreman (15 or more laborers) - **$3.00** per hour on top of the highest paid laborers

$2.00 - Mason and Plaster Tenders, Concrete Placement-Patchmen, and Finisher Tenders, Scaffold Builders, Strippers and Wreckers (demolition), Electric and Air-Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper & Mixers, Cutting Torch, Hydro-Blasting (pressure washing) , Chain Saw.

$3.50 - Sidewalks and curb and gutter form builders and setters, Plaster and Concrete Finish and Repair, Loader, Lulls, Forklifts, Bobcats, Water Sewer and Storm Drain Pipe layers, Asbestos Removal, Hazardous Waste and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T. V. crew should be classified and paid as laborer. The CCTV Operator should receive the $3.00 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vactor Trucks Operator is listed under the Operating Engineers Wage Schedule.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see pages 7-8 of the Supplemental General Conditions for more information.

1st 6 month period	$ 16.00	$ 4.50	$ 3.86	**$ 24.36**
2nd 6 month period	$ 17.00	$ 4.50	$ 3.86	**$ 25.36**
3rd 6 month period	$ 18.00	$ 4.50	$ 3.86	**$ 26.36**
4th 6 month period	$ 19.00	$ 4.50	$ 3.86	**$ 27.36**

APPRENTICE RATIO: After employing one (1) Laborer, the next laborer employed may be an apprentice, after employing four (4) Laborers, an apprentice shall be employed as the next laborer employed. After the first apprentice is employed, the ratio of Apprentices to Laborers shall not exceed one (1) Apprentice for three (3) Laborers.

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

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LABORERS, Continued

Scaffolds: The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers and other construction trades. Building planking or installation and removal of all staging, swing and hanging scaffolds, including maintenance thereof up to a height of 14 feet.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines: Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

Concrete, Bituminous Concrete and Aggregates: Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Streets, Ways and Bridges: Work in the excavation, preparation, concreting, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints, Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

Trenches, Manholes, Handling and Distribution of Pipe, etc.: Cutting of streets and ways for laying pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading, and resurfacing and all other labor connected therewith.

Sewers, Drains, Culverts and Multiplate: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe and multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of pipe. Pipelaying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading and Landscaping of all sites for all purposes; and wrecking (demolition).

Construction Cleaners, Janitors, Fire Watchers, Hole Watchers, Material Handlers, Escorts and Equipment Monitors, Decontamination Workers, Flaggers and Landscapers, Mowers, Guardrail and Fence Erector and Rod Carrier.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 26.50	$ 5.10	$ 7.30	**$ 38.90**
Foreman	$ 30.00	$ 5.10	$ 7.30	**$ 42.40**
(All piledriving crews shall consist of at least one paid foreman)				
Divers (Wet days up to 59' or Dry days)	$ 30.70	$ 5.10	$ 7.30	**$ 43.10**
Diver Tenders	$ 30.70	$ 5.10	$ 7.30	**$ 43.10**
Foreman Diver	$ 34.20	$ 5.10	$ 7.30	**$ 46.60**

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Per Hour Premiums:
$0.50 Certified Welders

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 17.76	$ 5.10	$ 7.30	**$ 30.16**
2nd year	$ 19.88	$ 5.10	$ 7.30	**$ 32.28**
3rd year	$ 21.73	$ 5.10	$ 7.30	**$ 34.13**
4th year	$ 23.85	$ 5.10	$ 7.30	**$ 36.25**

APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledrivers/Bridge Carpenter

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
OPERATORS AND TRUCK DRIVERS				
OPERATORS				
Backhoe/Trackhoe	$ 16.24	$ -	$ -	**$ 16.24**
Bobcat/Skid Steer	$ 23.50	$ 4.50	$ 3.86	**$ 31.86**
Boom	$ 18.95	$ -	$ -	**$ 18.95**
Boring Machine	$ 16.20	$ -	$ -	**$ 16.20**
Broom/Sweeper	$ 16.20	$ -	$ -	**$ 16.20**
Bulldozer	$ 16.77	$ -	$ -	**$ 16.77**
Crane	$ 22.46	$ -	$ -	**$ 22.46**
Curb Machine	$ 20.74	$ -	$ -	**$ 20.74**
Distributor	$ 16.20	$ -	$ -	**$ 16.20**
Drill	$ 16.20	$ -	$ -	**$ 16.20**
Excavator	$ 16.24	$ -	$ -	**$ 16.24**
Forklift /Lull	$ 23.50	$ 4.50	$ 3.86	**$ 31.86**
Gradall	$ 16.20	$ -	$ -	**$ 16.20**
Grader/Blade	$ 20.22	$ 3.85	$ -	**$ 24.07**
Loader	$ 22.50	$ 4.25	$ 3.41	**$ 30.16**
Mechanic	$ 18.03	$ -	$ -	**$ 18.03**
Milling Machine	$ 16.20	$ -	$ -	**$ 16.20**
Oiler	$ 16.32	$ -	$ -	**$ 16.32**
Paver (Asphalt Aggregate, and Concrete)	$ 16.20	$ -	$ -	**$ 16.20**
Post Driver (Guardrail /Fences)	$ 16.20	$ -	$ -	**$ 16.20**
Roller	$ 16.20	$ -	$ -	**$ 16.20**
Scraper	$ 16.20	$ -	$ -	**$ 16.20**
Screed	$ 16.20	$ -	$ -	**$ 16.20**
Striping Machine	$ 16.20	$ -	$ -	**$ 16.20**
Spray Nozzleman	$ 16.20	$ -	$ -	**$ 16.20**
Tractor	$ 16.20	$ -	$ -	**$ 16.20**
Trencher	$ 16.20	$ -	$ -	**$ 16.20**
TRUCK DRIVERS				
Distributor Truck	$ 16.20	$ 2.17	$ -	**$ 18.37**
Dump Truck	$ 16.20	$ -	$ -	**$ 16.20**
Flatbed Truck	$ 16.20	$ -	$ -	**$ 16.20**
Lowboy Truck	$ 16.20	$ -	$ -	**$ 16.20**
Slurry Truck	$ 16.20	$ -	$ -	**$ 16.20**
Vactor Truck	$ 16.20	$ -	$ -	**$ 16.20**
Water Truck	$ 16.20	$ 1.60	$ -	**$ 17.80**

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MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledrivers/Bridge Carpenter

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

MIAMI-DADE COUNTY
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2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PAINTERS/WALL COVERING INSTALLATIONS, Continued

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or post stressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, offshore drilling platforms of oil, gas, or any other purpose, coal docks, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used, made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles; Test piles and other test materials, including the securing of such materials except for independent testing equipment done by an independent testing laboratory;

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augured, pre-augured or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of wailing, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite. All labor (except the work of the Operating Engineers and Oilers) employed in the actual operation of Piledriving equipment used from whatever purpose, including the operation of deck winches. The operation of vibratory hammer controls, hammer throttle values and panels not permanently fixed to a crane within reach of the Operator work.

Diving: shall be defined as any work performed beneath the water surface, which require individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of, and removing of, underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pull mills, and desalinization plants; inspecting, surveying , removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rights and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of tier work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

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§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

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

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, Small Business Development for a wage determination.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

Office of Small Business Development
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE
You must be paid not less than the required base hourly rate and benefits listed in the Wages and Benefits Schedule for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the wage and benefits schedule posted with this notice for the type of work you are performing if benefits are not provided.

OVERTIME
You must be paid time and one-half of your rate of pay for all hours worked in excess of 40 hours in a week.

APPRENTICES
Apprentices rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS
Sanctions for a first-time offender are 20% of the amount of underpayment payable to the County. The sanctions increase to 40% for the second underpayment and 60% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

Office of Small Business Development
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

MIAMI-DADE COUNTY
miamidade.gov

Office of Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ the
(PRINT NAME)

_____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 20_____.

_____Personally, known or_____ produced identification.

_____ _____
(Signature of Notary Public - State of Florida) **(Print, Type, or Stamp Commissioned Name of Notary Public)**

Type of identification produced:_____

Contractor Quick Start Guide

Version: 2
Date: 8/3/2022

LCPtracker
117 E. Chapman Ave. Orange, CA 92866

CONFIDENTIAL

LCPtracker

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Phone: 714-669-0052 x 4 **Email:** support@lcptracker.com **Web:** lcptracker.com | © LCPtracker, Inc. – Confidential.
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LCPtracker

Contractor Quick Start Guide

At LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing Wage Software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries can be flagged to Contractors preemptively, allowing them to submit data with corrections implemented. (This is contingent on how the Administrator set up their Project validations). Once you have submitted your CPR, an electronic version will be available, and you will have access to all Contractor reports within LCPtracker.

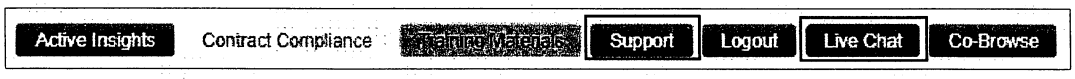
It is important to understand that the LCPtracker validation rules operate to assist you in your compliance process only insofar as the correct classifications are chosen by the user, and the correct data is entered by the user.

Contacting LCPtracker Support

There is no cost to Contractors for this service or for online training. We have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a "no reply" email address from LCPtracker (i.e., NOREPLY@LCPtracker.com). This email, with login instructions, will be sent to Contractors once they're assigned to an account in LCPtracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPtracker for any technical questions on the use of the software.

Contact LCPtracker Support:



- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

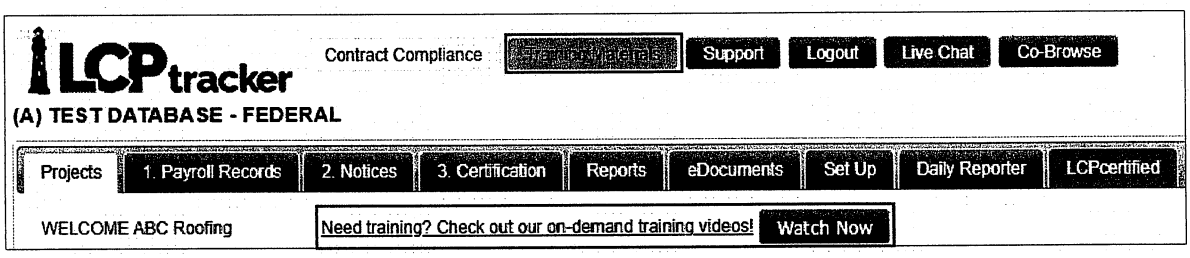
Phone: 714-669-0052 x 4 **Email:** support@lcptracker.com **Web:** lcptracker.com | © LCPtracker, Inc. – Confidential.
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If you send the Support Team an email or prefer to leave a voice message, LCPtracker asks that you include the information listed below (because of the high number of users stored within LCPtracker, we cannot look up your account with only your company name or project you are working on).

- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the Issue is – please be a specific as possible so we can re-create the issue

LCPtracker Training Options

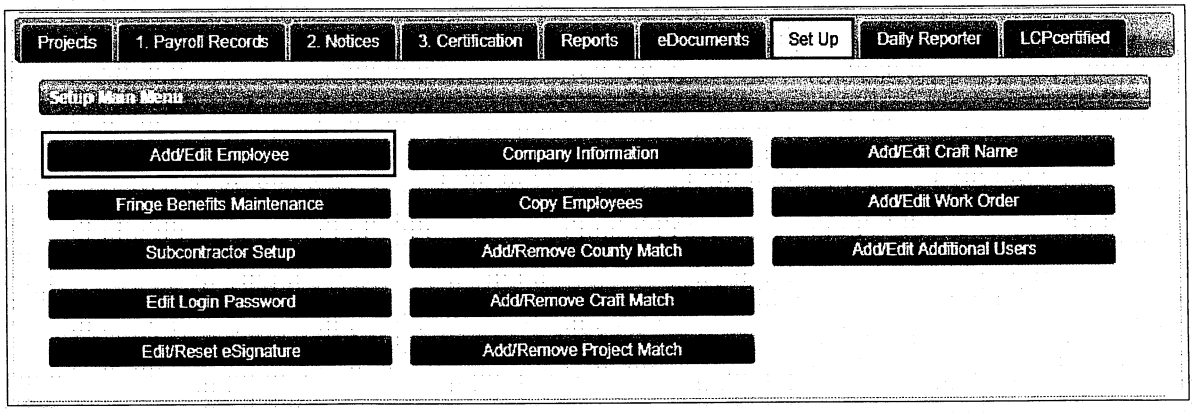
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Add/Edit Employee

This section is used to enter Contractor employee's personal information.

To add an employee into system or edit someone already in system, click 'Set Up' and then 'Add/Edit Employee'.



Add/Edit Employee Information

Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any **RED** asterisk field(*) is required by the Agency, and the system will not save unless the information is entered in the required fields.

Phone: 714-669-0052 x 4 **Email:** support@lcptracker.com **Web:** lcptracker.com | © LCPtracker, Inc. – Confidential.
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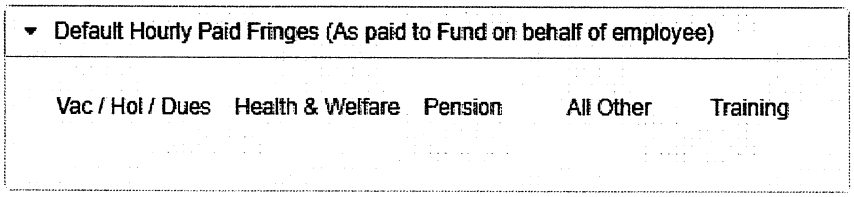
Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a 'time saver'. It is optional to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the 'Calculate Fringes' button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked.

*If there are any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.

**If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, skip this section and use the 'Fringe Benefit Maintenance' table to enter your hourly fringe rates into system.

Note: Any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.



Default Other Deductions Notes

Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under the 'other' deduction section. Any amount listed in 'other' will then dictate that 'other deduction notes' are required.

1. Payroll Records Tab

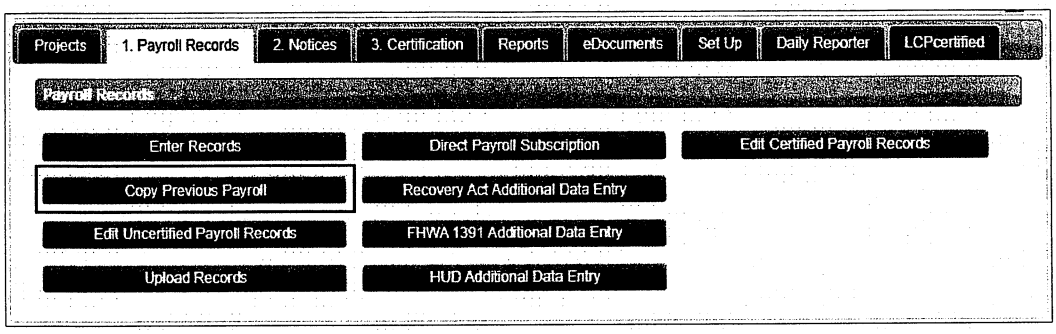
There are five methods of payroll entry available to all Contractors:

1. Copy Payroll feature in LCPtracker
2. Upload from a payroll system export file
3. Upload from the Excel spreadsheet
4. Direct Payroll Subscription / Interface (DPI)
5. Manual entry

1. Copy Payroll

This option is only available if a week of payroll has been previously completed. In the Payroll Records tab, click the 'Copy Previous Payroll' button, select the project, then select the CPR to be copied.

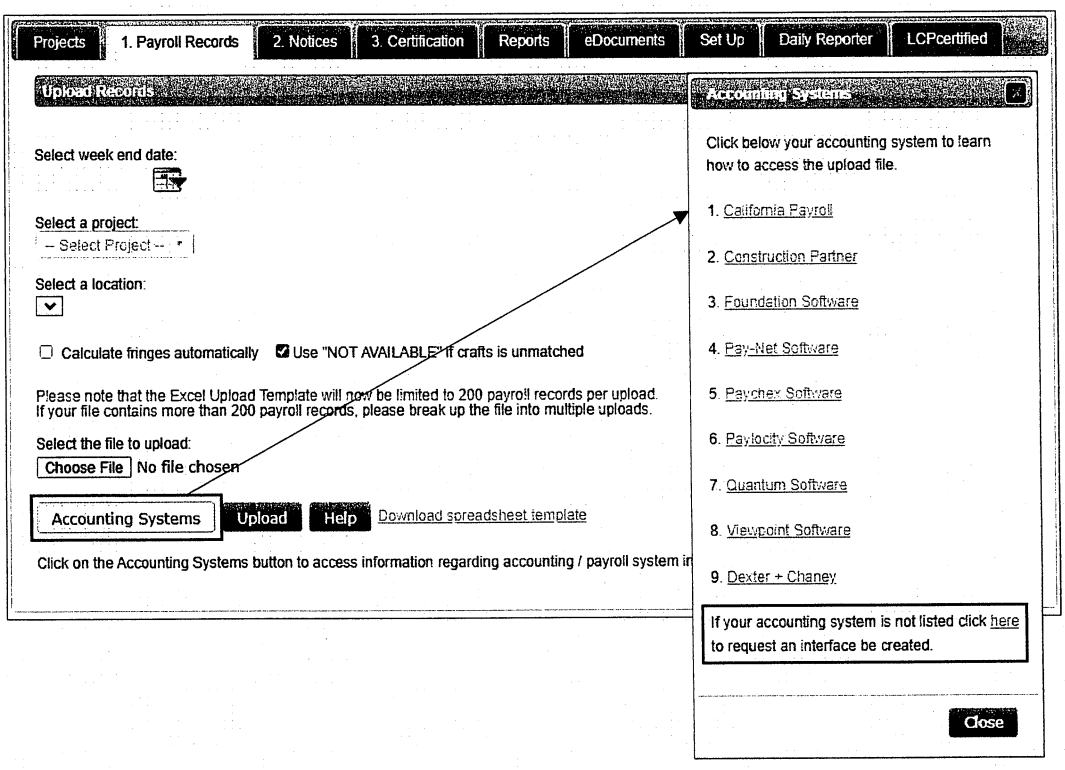
Phone: 714-669-0052 x 4 **Email:** support@lcptracker.com **Web:** lcptracker.com | © LCPtracker, Inc. – Confidential.
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2. Upload from a Payroll System Export File

In the Payroll Records tab, click the 'Upload Records' button, then click the 'Accounting Systems' button, you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file.

To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click the 'Resources' tab, then select 'Partners'. If you do not find your payroll company and would like to see if there is an opportunity to partner, please fill out the informational form listed under the "Upload Records" section and someone from LCPtracker will contact you.



Click on the name of your payroll company, and a list of directions on how to obtain your export file will be available, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

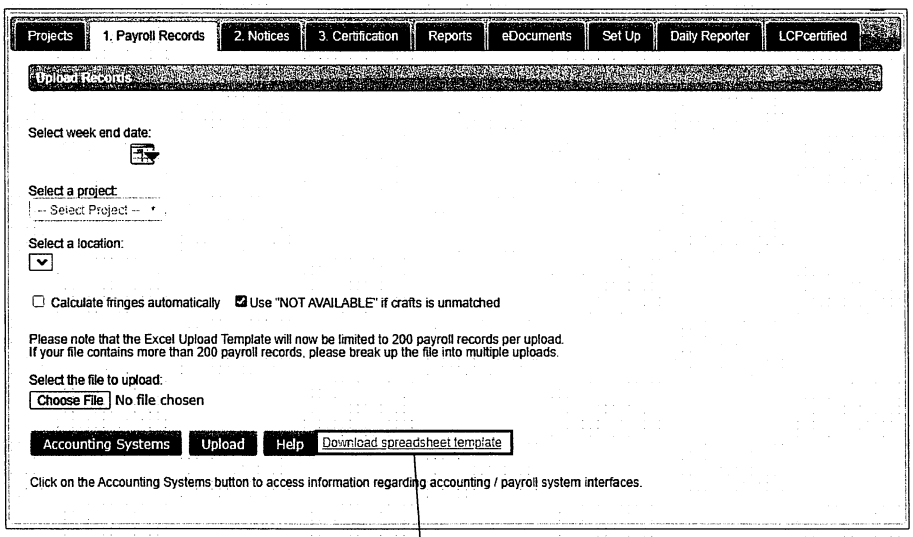
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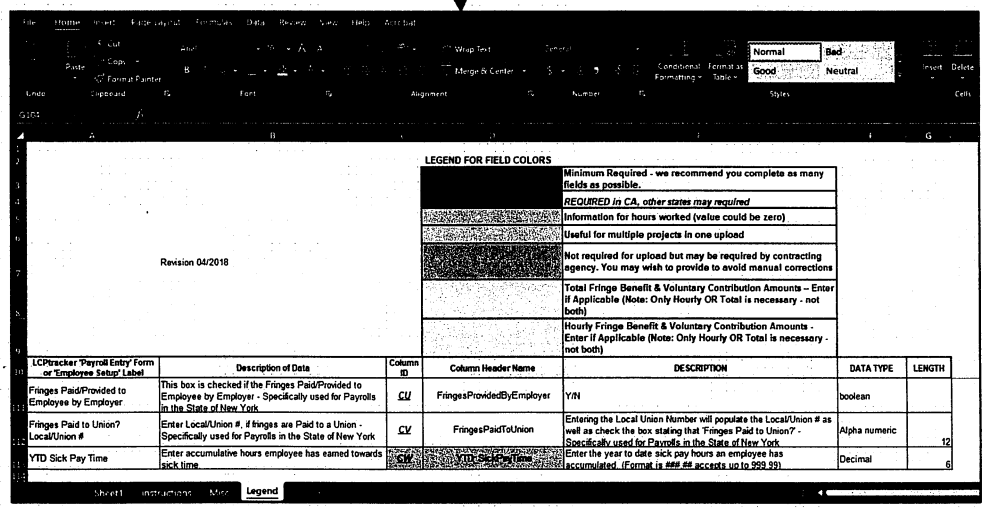
Once you have the export file, you can use it to upload your CPR using the "Upload Records" button.

3. Upload from the Excel Spreadsheet

There is an Excel spreadsheet template available for you to download in the same 'Upload Records' section mentioned above. There is a legend as well as instructions available on the Excel template.

Information can be manually entered into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.

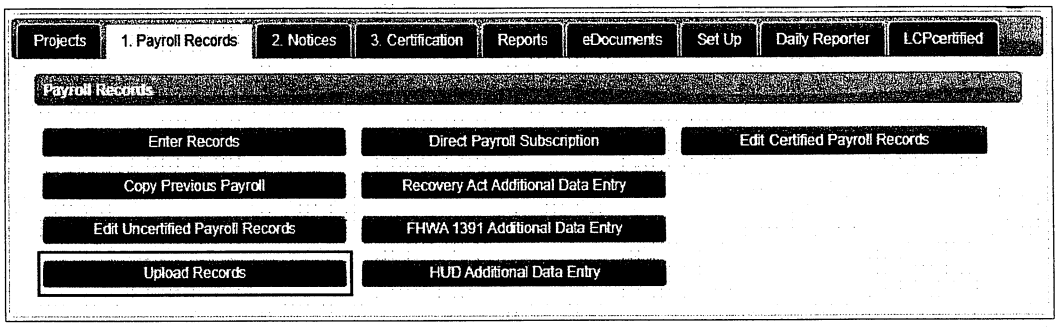




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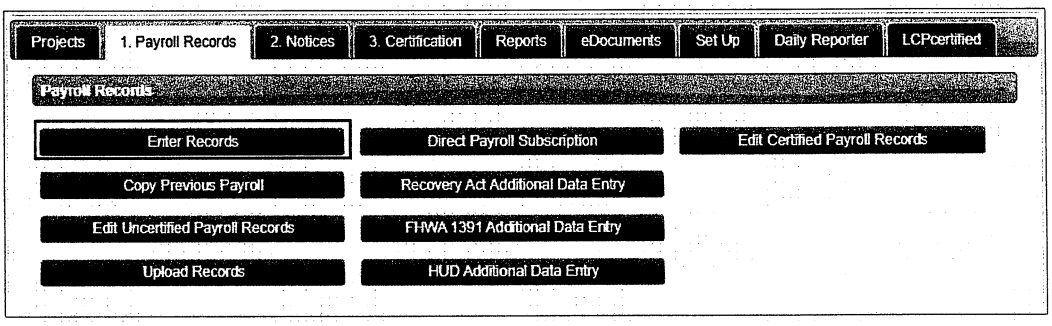
4. Direct Payroll Subscription/Interface (DPI)

This option allows you to choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that 'Upload Records' button.



5. Manual Entry

For Manual Entry, in the 'Enter Records' tab, you will enter a record each week for every employee that performs work covered by prevailing wages on their project.



If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) enter two separate pay records to show that they are being paid according to the work performed.

Amounts Paid (top section of the Payroll Record Entry Form)

Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.

1. Gross Employee Pay This Project – The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).

2. Wages Paid-in-Lieu of Fringes – The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically

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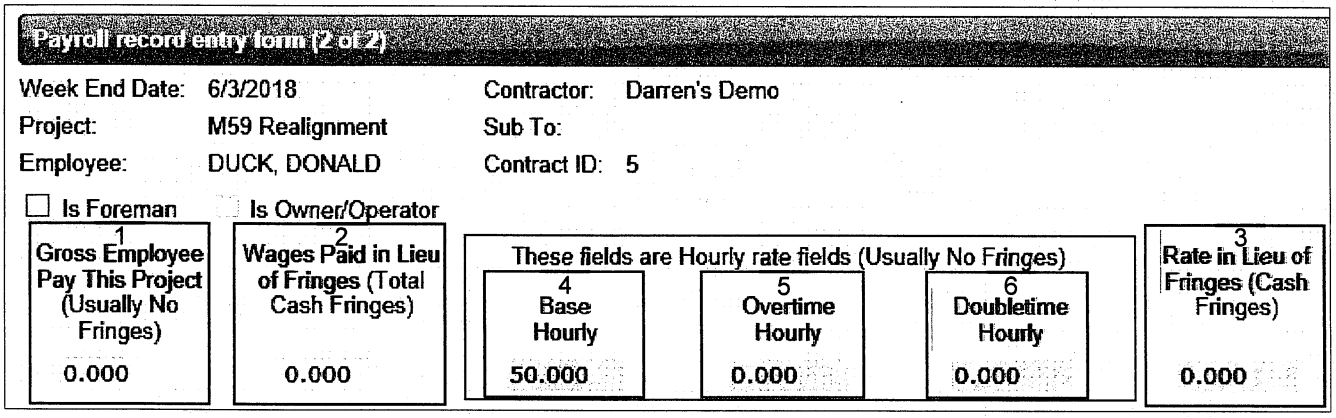
determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

3. Rate-in-lieu of fringes – The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund, or program, please list the hourly rate paid here.

4. Base Hourly – The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

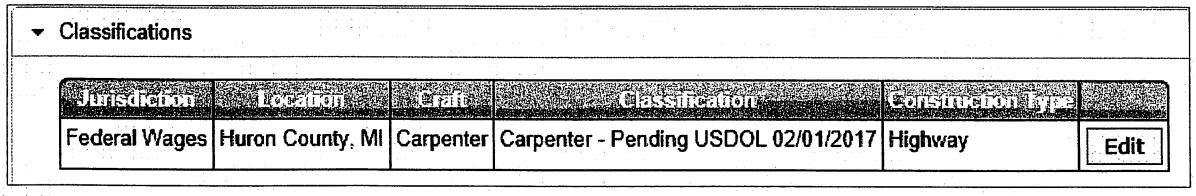
5. Overtime Hourly – The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

6. Doubletime Hourly – The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.



Classifications

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Remember that if your employee worked in more than one classification within this work week, you would need to enter a separate payroll record for that classification).



If you see a duplicate classification without an indicator such as shifts, apprentice levels/steps/periods, or premium pay, please contact our Support department for clarification

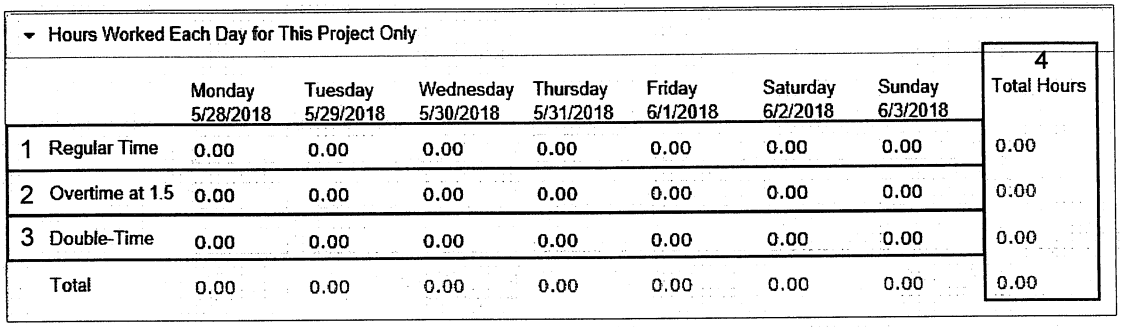
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Hours Worked Each Day for This Project Only

Enter the hours worked each day.

The first row is for regular time worked(1), the second row is for overtime worked(2) and the third row for is for double time worked(3).

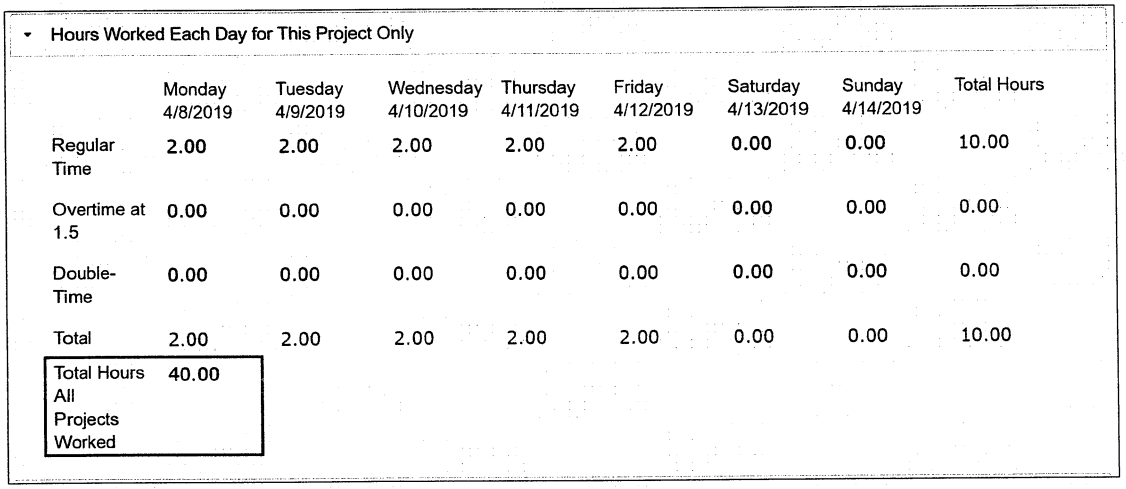
ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column(4).



Hours Worked Each Day for This Project Only

		Monday 5/28/2018	Tuesday 5/29/2018	Wednesday 5/30/2018	Thursday 5/31/2018	Friday 6/1/2018	Saturday 6/2/2018	Sunday 6/3/2018	4 Total Hours
1	Regular Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Note: If turned on by the Administrator, you may see an additional field 'Total Hours All Projects Worked' listed in the hours section. If so, this field will require a manual entry for your employee's full hours worked that week.



Hours Worked Each Day for This Project Only

	Monday 4/8/2019	Tuesday 4/9/2019	Wednesday 4/10/2019	Thursday 4/11/2019	Friday 4/12/2019	Saturday 4/13/2019	Sunday 4/14/2019	Total Hours
Regular Time	2.00	2.00	2.00	2.00	2.00	0.00	0.00	10.00
Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	2.00	2.00	2.00	2.00	2.00	0.00	0.00	10.00

Total Hours All Projects Worked	40.00

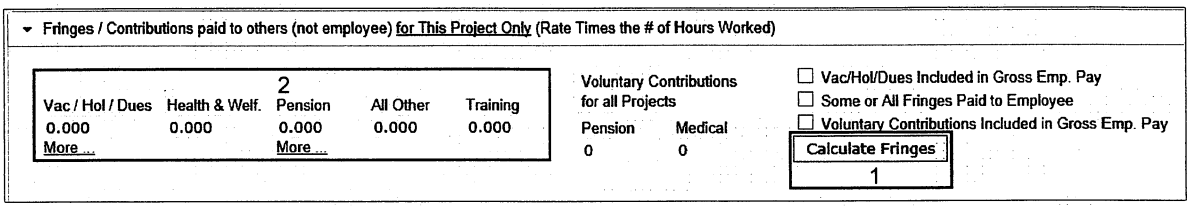
Fringes/Contributions Paid to Other (Not Employee) for This Project Only

You may utilize this section in two different ways:

1. Auto calculate

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2. Manual entry



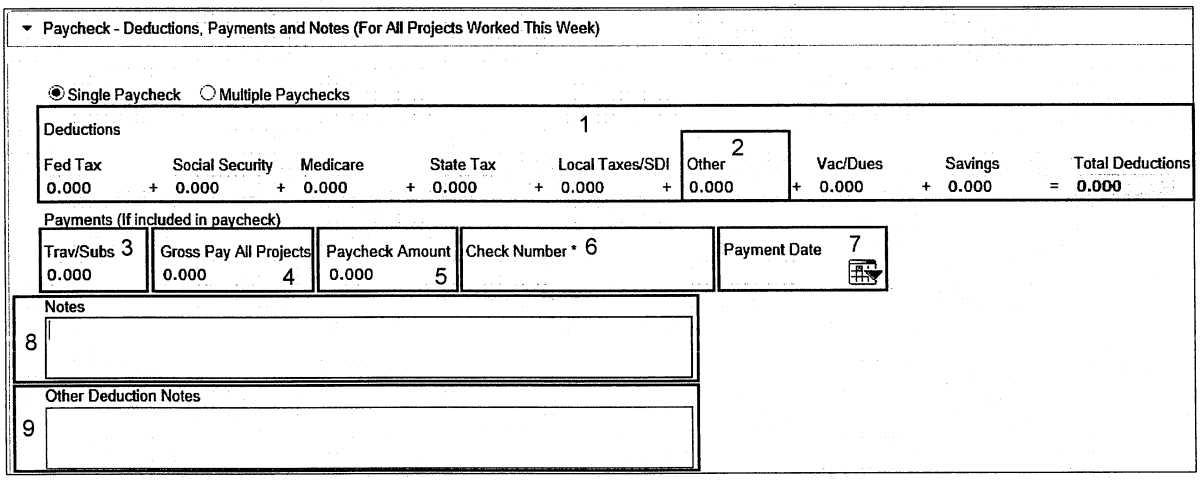
Auto Calculate: The first is by simply clicking the 'Calculate Fringes' button so that the system automatically calculates the fringe benefit rates paid.

Manual Entry: This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup, then that value carries over.

Paycheck – Deductions, Payments, and Notes

Values entered in this section apply to all hours worked on all projects during the week.



1. Deductions - the 'Total Deductions' box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.

2. Other Deduction - this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the 'Other' deductions field, an 'Other Deduction Note' will become required.

3. Trav/Subs - this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and

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Net pays are correct.

4. Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.

5. Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.

6. Check Number – you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If you utilize direct deposit and no check numbers exists, enter 'DD'.

7. Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.

8. Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.

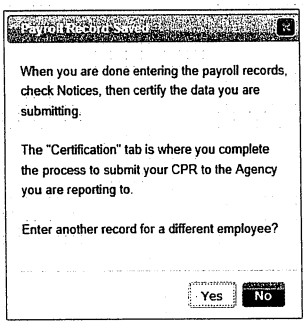
9. Other Deduction Notes – if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write "other deduction" or "N/A".

Saving the Payroll Record

When you have completed all the above-mentioned fields, Click Save.

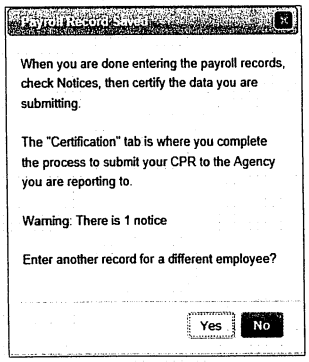
SAVE WITH NO NOTICES

With a successful save you will get this message:



SAVE WITH NOTICES

If you do not get this message, look for the **RED** message on the screen. You may have to scroll through the payroll record to see what you have missed that may be a required field.



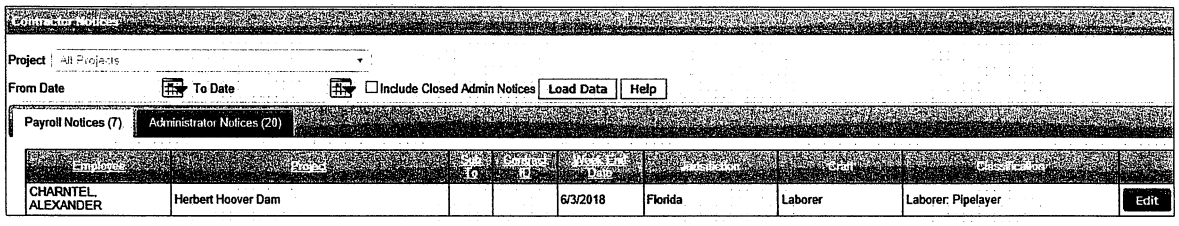
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2. Notices Tab

Once you have entered all payroll records for the week, go to the '2. Notices' tab to check and see if you have any payroll Notices.

After your records have been saved: there could be issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen, this will display in the Notices tab.

If an employee is displayed on the notices screen (see below), the notice will need to be cleared.



To clear the notice, click on the Edit button to the right of the employee's name. This will take you back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, there are options on how to get help. You can click on the Video Assistance 'Play Now' button and you will see a video that explains what the notice is and how to address it, or you can contact our Support department and they will assist you.

All Notices must be cleared to certify the payroll.

3. Certification Tab

It's time to certify your payroll! You will do this for each week beginning when you first start work on your project until the last week on the project.

There are three options available to you when you certify your payroll:

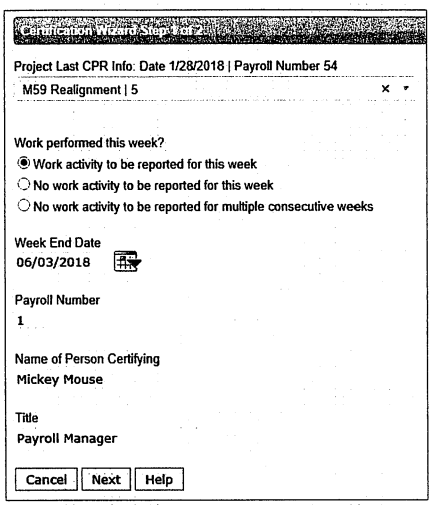
1. Certify a payroll for a week during which work was performed
2. Certify a payroll for a week during which no work was performed (non-work week payroll)
3. Certify a payroll for multiple consecutive weeks during which no work was performed

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Certification Wizard - Step 1 of 2

To certify your payroll:

- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next



Certification Wizard - Step 2 of 2

The Statement of Compliance (SOC) portion of your certified payroll report will display.

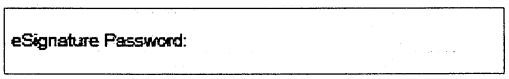
You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 4a – paid into an approved plan, fund, or program
- 4b – paid in cash to the employee
- 4c – section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory is you are *recertifying* a CPR.

You may also click on a checkbox to note if your CPR is a final.

Enter your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e- Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)



You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.

Remember that your CPR's will always be stored in your account to access at any time, so you may decide not to print out hardcopies.

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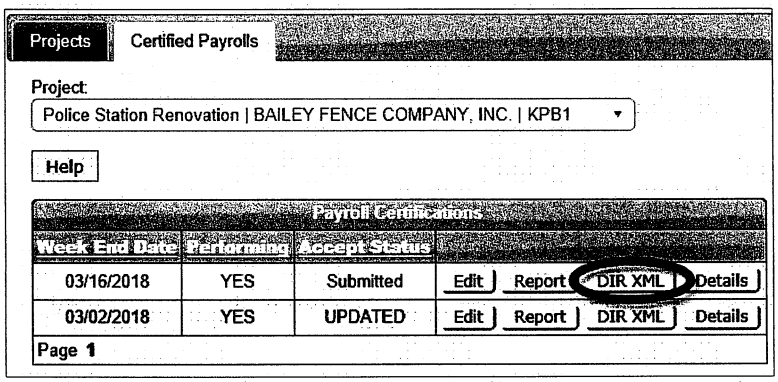
State Specific Uploads

California DIR XML Upload

If you perform work on a California Public Works project, you also need to upload your payroll to the Department of Industrial Relations (DIR) eCPR system. Once you've certified your payroll, you can download the DIR XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the DIR XML button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Upload into the DIR eCPR system



Washington L&I XML Upload

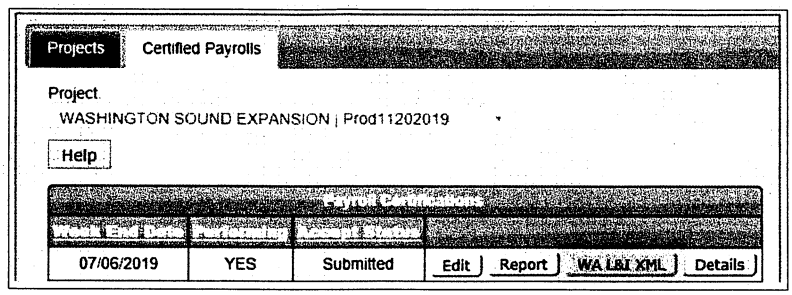
Beginning in January 2020, weekly certified payroll reports are required to be filed online with Washington State Department of Labor and Industries, or WA L&I, at least once a month for all public works projects. Once you've certified your payroll, you can download the WA L&I XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the WA L&I XML button (make sure your pop-up blockers are off)
- Save this file to your desktop

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- Upload into the WA State PWIA portal

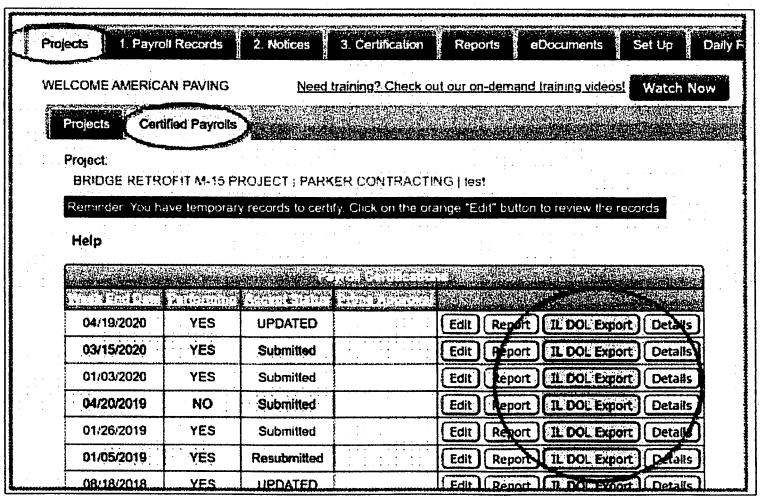


Illinois DOL Export Upload

Beginning in September 2020, weekly certified payroll reports are required to be filed online with the Illinois Department of Labor, or IDOL, by the 15th of each month for all state-funded public works projects. Once you've certified your payroll, you can download the IL DOL XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the IL DOL Export button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Make any manual additions/adjustments to the CSV file
- Upload into the IDOL portal



Should you find that you have any further questions, please consult either the Contractor User Manual or call our Support department.

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APPENDIX B OF THE SUPPLEMENTARY CONDITIONS

(OSHA) FORMS 300, 300A AND 301

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20__ __

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name _____

City _____ State _____

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (*e.g., Welder*)	(D) Date of injury or onset of illness	(E) Where the event occurred (*e.g., Loading dock north end*)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (*e.g., Second degree burns on right forearm from acetylene torch*)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
____	_____	_____	___/ month/day	_____	_____	☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐	☐
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____	_____	_____	___/ month/day	_____	_____	☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐	☐
			Page totals ➤			____	____	____	____	____	____	____	____	____	____	____	____

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20__ __

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
_____	_____	_____	_____
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
_____	_____
(K)	(L)

Injury and Illness Types

Total number of . . .

	(M)		
(1) Injuries	_____	(4) Poisonings	_____
		(5) Hearing loss	_____
(2) Skin disorders	_____	(6) All other illnesses	_____
(3) Respiratory conditions	_____		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name _____

Street _____

City _____ State _____ ZIP _____

Industry description (*e.g., Manufacture of motor truck trailers*)

_____

Standard Industrial Classification (SIC), if known (*e.g., 3715*)

___ ___ ___ ___

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

___ ___ ___ ___ ___ ___

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

_____
Company executive — Title

( ) _____ - _____ / /
Phone — Date

OSHA's Form 301
Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary,* these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (_____)_____--_____ **Date** ____/ ____/ ____

Information about the employee

1) **Full name** _____

2) **Street** _____

City _____ **State** _____ **ZIP** _____

3) **Date of birth** ____/ ____/ ____

4) **Date hired** ____/ ____/ ____

5) ☐ **Male**
☐ **Female**

Information about the physician or other health care professional

6) **Name of physician or other health care professional** _____

_____

7) **If treatment was given away from the worksite, where was it given?**

Facility _____

Street _____

City _____ **State** _____ **ZIP** _____

8) **Was employee treated in an emergency room?**
☐ **Yes**
☐ **No**

9) **Was employee hospitalized overnight as an in-patient?**
☐ **Yes**
☐ **No**

Information about the case

10) **Case number from the *Log*** _____ *(Transfer the case number from the Log after you record the case.)*

11) **Date of injury or illness** ____/ ____/ ____

12) **Time employee began work** _____ **AM / PM**

13) **Time of event** _____ **AM / PM** ☐ **Check if time cannot be determined**

14) ***What was the employee doing just before the incident occurred?*** **Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific.** ***Examples:*** **"climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."**

15) ***What happened?*** **Tell us how the injury occurred.** ***Examples:*** **"When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."**

16) ***What was the injury or illness?*** **Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore."** ***Examples:*** **"strained back"; "chemical burn, hand"; "carpal tunnel syndrome."**

17) ***What object or substance directly harmed the employee? Examples:*** **"concrete floor"; "chlorine"; "radial arm saw."** ***If this question does not apply to the incident, leave it blank.***

18) ***If the employee died, when did death occur?*** **Date of death** ____/ ____/ ____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

APPENDIX C OF THE SUPPLEMENTARY CONDITIONS

NOTICE OF CONSTRUCTION CLEARING HOUSE FORMS A, B AND C

A

MIAMI-DADE COUNTY – DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
Job Clearinghouse (JCH)
CONSTRUCTION CLEARINGHOUSE JOB APPLICATION
Governed by Miami-Dade County Code section 2-1701 and R-1395-05

Section 1. To be completed by Job Applicant. Please print clearly or type

Title of position sought	Contract/Project Number (if applicable)
Name: Last First Middle Initial	Last 4 digits of Social Security #
Address (Street Name and Number) Apt.	Home telephone number:
City State Zip Code	Additional Contact Telephone number:
How long have you resided at the above address: ☐ less than 12 months ☐ 1 -5 years ☐ 6-10 yrs ☐ more than 10yrs	Address (Street Name and Number) _____ Apt.____ City_____ State _____ Zip Code_____
Date of Birth____/____/____ ☐ Male ☐ Female	Languages spoken ☐ English ☐ Spanish ☐ Creole ☐ Other _____ Languages you are able to read and clearly understand: ☐ English ☐ Spanish ☐ Creole ☐ Other _____

Current Driver's license: ☐ None ☐ Operator/Class E ☐ Commercial/Class ___ ☐ Chauffeur/Class D

Have you ever been employed in the construction industry? ☐ Yes ☐ No If yes, indicate the trade and the years of experience in each trade.

☐ General Laborer ____ months/years of experience ☐ Carpentry ____ months/years of experience ☐ Electrical ____ months/years of experience

☐ Mechanical ____ months/years of experience ☐ Plumbing ____ months/years of experience ☐ Site & Prep Work ____ months/years of experience

☐ Equipment Operator ____ months/years of experience ☐ Painting ____ months/years of experience ☐ Sprinkler fitting ____ months/years of experience

☐ Drywall Finishing ____ months/years of experience ☐ Masonry ____ months/years of experience ☐ Tile layer ____ months/years of experience

☐ Landscaping ____ months/years of experience ☐ Pipe Fitting ____ months/years of experience ☐ Truck Driver ____ months/years of experience

☐ Roofing ____ months/years of experience ☐_____ ____ months/years of experience

What hours are you available to work? ☐ 6am-2pm ☐ 7am-3pm ☐ 8am- 4pm ☐ Any shift ☐ Other

What construction trades are you interested in? ☐ Same as indicated above ☐ Other _____

Applicant's signature _____ Date _____

Section 2 **********FOR SBD USE ONLY**********

Certificates/Licenses: _____

Job References: _____

Title of Position Hired:	Date of Hire:
Duration of Job:	Job Salary (hourly rate):
Employer/Contractor	Contract/Project Number:
Applicant was recruited through: ☐ Self Recruit ☐ WDO ☐ WRO ☐ WTP	

Submit this application to:
Attention: Job Clearinghouse
Miami-Dade County, Department of Small Business Development (SBD)
Project Review and Analysis Division
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

MIAMI-DADE COUNTY

B

MIAMI-DADE COUNTY
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
Job Clearinghouse (JCH)
NOTICE OF CONSTRUCTION CLEARINGHOUSE JOB OPPORTUNITY

Governed by Miami-Dade County Code section 2-1701 and R-1395-05

To be completed by Employer/Contractor. Please print clearly or type

EMPLOYER/CONTRACTOR INFORMATION

Business Name:	Contract/Project Number
Address (Street Name and Number)	Federal ID#
City State	Zip Code
Telephone Number	Fax Number
Contact Person	Email Address

JOB LISTING INFORMATION

Job Title	Application Deadline
Job Site Location	Number of Openings
Describe Job Duties:	Hourly Rate
Specialized Training:	
Experience Required (Months/Years):	
Specialized machinery or equipment:	

Job Duration: ☐ Permanent ☐ Temporary/If Temporary, how long? ___ Fringe Benefits? ☐ Yes ☐ No

Education Required: ☐ None ☐ H.S Diploma/GED ☐ AA Degree ☐ Bachelor's Degree ☐ Master's Degree

Certifications/License Required: ☐ None ☐ Yes If Yes, please list_____

Driver's license required: ☐ None ☐ Operator/Class E ☐ Commercial/Class ____ ☐ Chauffeur/Class D

Language(s) required: ☐ English ☐ Spanish ☐ Creole ☐ Other

APPLICANTS SHOULD CONTACT EMPLOYER BY:

☐ Call for Appointment ☐ Phone Interview ☐ Send Resume via: ☐ Mail ☐ Fax ☐ Email

☐ Apply In Person Day of the Week: _____ Time: _____ Application Deadline: _____

Employer/Contractor must submit this form for all job openings.

Attention: Job Clearinghouse
Miami-Dade County Department of Small Business Development
Project Review and Analysis Division
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

MIAMI-DADE COUNTY

Delivering Excellence Every Day

JOB CLEARINGHOUSE AFFIDAVIT
Notice of Construction Job Opportunities

Project / Contract Number: _____

Pursuant to Miami-Dade County Resolution No. R-1395-05, there are ___ open position(s) to submit to the Job Clearinghouse for this project at this time. All open positions will be submitted to South Florida Workforce at https://iapps.careersourcesfl.com/jchcwp/.

_____ _____
(Signature of Affiant) (Date)

_____
(Printed Name of Affiant, Title, and Firm Name)

_____
(Witness)

Sworn to and subscribed before me this

_____day of _____20 ____

By: _____

_____
Signature of Notary Public

☐ Personally Known

☐ Produced ID

Type of ID produced _____

APPENDIX D OF THE SUPPLEMENTARY CONDITIONS

RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE FORMS

(RFTE 1, RFTE 2, RFTE 3, AND RFTE 4)

Residents First Training and Employment Program
Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)
(Miami-Dade County Code Section 2-11.17)

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works projects valued in excess of $1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of $1,000,000 for the construction, demolition, alteration or repair of buildings or improvements on County owned land, and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Residents First Training and Employment Program.

If applicable, the undersigned □ Contractor / □ Subcontractor verifies that should they be awarded the contract, the undersigned understands their obligation to comply with the following:

i. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed, the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.

ii. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

Printed Name of Affiant | **Printed Title of Affiant** | **Signature of Affiant**

Name of Firm | **Date**

Address of Firm | **State** | **Zip Code**

Project Number/Name

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____day of, _____ 20____.

by _____ He or she is personally known to me □ or has produced identification □

Type of identification produced _____

Signature of Notary Public | Serial Number

Print or Stamp of Notary Public | Expiration Date | Notary Public Seal

FORM RFTE 1

Residents First Training and Employment Program/Community Workforce Program/Employ Miami-Dade Program
Construction Workforce Plan (Miami-Dade County Code Sections 2-11.17, 2-1701 & A.O. 3-63) - Form RFTE 2

Contract No. _____ Prime Contractor: _____

☐ §2-1701 Community Workforce Program ☐ §2-11.17 Resident First Training and Employment Program ☐ A.O. 3-63 Employ Miami-Dade Program

In accordance with Sections 2-11.17 & 2-1701 of the Miami Dade County-Code, this form must be submitted by the Prime Contractor within 15 business days of award notification and prior to issuance of a Notice to Proceed. The Prime Contractor should enter the word "NONE" where appropriate below and sign the form below. Please duplicate this form if additional space is needed.

i. Specify the total number of persons that will be used by the Prime Contractor and all subcontractors to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, minimum qualifications for each category, the number of persons to be utilized in each category, the number of positions to be hired by the contractor in each category which are not currently staffed, the number of positions to be filled form the Employ Miami-Dade Register and the number of employees which live within the project DTA. If the current workforce will not achieve the project goal of 51% construction labor hours performed by Miami-Dade County residents, include a Job Clearinghouse Affidavit or a statement on how Miami-Dade County residents will be recruited to fill the needed positions and meet the goal.

Contractor/Subcontractor Name	Trade/Category	Minimum Qualifications	# of Persons to be Utilized	# of Positions to be hired through Employ Miami Dade Program	# of Persons who Reside in Miami Dade County	# of Persons who Reside in the DTA (if applicable)
Total:						

ii. Identify by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's (or on any proposed subcontractor's) payroll who reside in Miami-Dade County only and reside in the DTA. Two forms of identification must be provided only for each DTA resident demonstrating one year of residency.

iii. Attach a list of all employees currently employed by the contractor and each subcontractor at the time of award that includes the last four digits of their social security.

iv. Attach a list of subcontractors that will be used on the project and executed Responsible Subcontractor Affidavits (Form RFTE 1) for each.

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

_____ _____ _____ _____

Signature of Affiant **Print Name** **Print Title** **Date**

Residents First Training and Employment Program
Occupational Safety & Health Administration (OSHA)
10 Hour Safety Training Affidavit - Form RFTE 3

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a County Construction Contract, shall satisfy the requirements of the Miami-Dade County Residents First Training and Employment Program which requires: for (i) all persons employed by the contractor to perform construction shall have completed the Occupational Safety & Health Administration (OSHA) 10 Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor

The undersigned verifies that every employee reported on the payroll has completed the OSHA 10 Hour or OSHA 30 Hour Safety Training Course prior to working on the project.

_____

Project Number, Title

_____ _____ _____

Printed Name of Affiant **Printed Title of Affiant** **Signature of Affiant**

_____ _____

Name of Firm **Date**

_____ _____ _____

Address of Firm **State** **Zip Code**

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____day of, _____ 20____.

by _____ He or she is personally known to me □ or has produced identification □

Type of identification produced _____

_____ _____

Signature of Notary Public Serial Number

_____ _____ _____

Print or Stamp of Notary Public Expiration Date Notary Public Seal

FORM RFTE 3

Residents First Training and Employment Program/Employ Miami-Dade Program
Workforce Performance Report - Form RFTE 4
(Miami-Dade County Code Section 2-11.17 & A.O. 3-63)

Contract No. _____ Prime Contractor: _____

In accordance with Section 2-11.17 of the Miami-Dade County Code & A.O. 3-63, this report must be submitted by the Prime Contractor within thirty (30) days of completion of a County Capital Construction Contract to Small Business Development through the Contracting Officer. The Contracting Officer shall not authorize issuance of final payment for completion of a County Capital Construction Contract until the County receives a completed Workforce Performance Report.

Please provide the following information on the workforce employed in the execution of the contract:

_____ Total number of Construction Labor positions utilized on the project

_____ Total number of Construction Labor work hours performed on the project

_____ Total number Construction Labor work hours performed by Miami-Dade County residents

_____ Total number Construction Labor positions performed by Employ Miami-Dade participants

_____ Percentage of Construction Labor work hours performed by Miami-Dade County residents

Attach supporting documentation verifying construction labor work hours performed by Miami-Dade County residents & Employ Miami-Dade participants.

$_____ Total amount of funds expended during the course of the project on other related skill and safety training programs

Were any positions on this project filled with new hires? _____ Yes _____ No

If you answered "yes" to the above question, please identify the new hires by name, address and trade category, and indicate whether they were Miami-Dade County residents or an Employ Miami-Dade participant. (Please attach additional sheets if necessary.)

Employee Name	Address	Trade/Category Performed	Miami-Dade County Resident (√)	Employ Miami-Dade County Participant (√)

Were all new hires Miami-Dade County residents? _____ No _____ Yes _____

Was the 20% labor workforce threshold met from the Employ Miami-Dade Register? _____ No _____ Yes

If you answered "no" to either of the above questions, please attach supporting documentation that verifies reasonable efforts to promote employment opportunities for local residents including participation in the Employ Miami-Dade Program, which shall include applicable advertisements in local newspapers, posting of job opportunities with CareerSource South Florida's Job Clearinghouse, referrals received from CareerSource South Florida, job applications received, candidates interviewed, and number of new hires.

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

_____ _____ _____

Signature of Affiant **Print Name, Title** **Date**

FORM RFTE 4

SECTION 6: SPECIFICATIONS

GENERAL REQUIREMENTS

DTPW DIVISION 1

DTPW SPECIFICATIONS

GENERAL REQUIREMENTS

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1. GENERAL REQUIREMENTS

1.01 DEFINITIONS AND TERMINOLOGY

A. General

1. These Specifications are written to the bidders, prior to award of the Contract, and to Contractor.

2. Where sentences directing work or other action appear in the active voice-imperative mood, without a subject, the subject "bidder" or "Contractor" is understood. In any other case where the subject is not clearly understood, Engineer will make a clarification and final determination as to the subject of the action.

B. Governing Regulations and Standard References

1. The following Standards and Governing Regulations, as amended by the Contract Documents, are hereby incorporated by reference:

   a. Building Code as set forth in Chapter 8 of the Code of Miami-Dade County.

   b. Public Works Manual of Metropolitan Dade County (Public Works Manual).

   c. United States Department of Justice's 2010 ADA Standards For Accessible Design

   d. Miami-Dade County's Traffic Control Equipment Specifications and Standards for The Metro Traffic Control System Miami-Dade County (TCESS).

   e. Florida Department of Transportation's Standard Plans for Road and Bridge Construction (FDOT Standard Plans).

   http://www.fdot.gov/design/standardplans/SPRBC.shtm

   f. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications

   http://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm

   g. Florida Department of Transportation Surveying and Mapping Procedure

   http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101

   h. Florida Department of Transportation Drainage Manual

   http://www.fdot.gov/roadway/Drainage/Manualsandhandbooks.shtm

   i. Florida Department of Transportation Soils and Foundations Handbook

   http://www.fdot.gov/structures/DocsandPubs.shtm

   j. Florida Department of Transportation Structures Manual

   http://www.fdot.gov/structures/DocsandPubs.shtm

   k. Florida Department of Transportation Current Structures Design Bulletins

   http://www.fdot.gov/structures/Memos/currentbulletins.shtm

   l. Manual on Uniform Traffic Control Devices (MUTCD)

   https://mutcd.fhwa.dot.gov/

   m. Safe Mobility For Life Program Policy Statement

   http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm

   n. Florida Department of Transportation American with Disabilities Act (ADA) Compliance

   http://www.fdot.gov/roadway/ada/

   o. Florida Department of Transportation Florida Sampling and Testing Methods

   http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm

   p. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure

   http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf

   q. Florida Department of Transportation Design Bulletins and Update Memos

   http://www.fdot.gov/roadway/Bulletin/

   r. Florida Department of Transportation Utility Accommodation Manual

   http://www.fdot.gov/programmanagement/utilities/default.shtm

   s. Florida Department of Transportation Flexible Pavement Design Manual

   http://www.fdot.gov/roadway/pm/pcs/flexiblepavementmanual.pdf

   t. Florida Department of Transportation Rigid Pavement Design Manual

   http://www.fdot.gov/roadway/pm/pcs/rigidpavementmanual.pdf

   u. Florida Department of Transportation Pavement Type Selection Manual

   http://www.fdot.gov/roadway/pm/Publications/PTSM.pdf

   v. Florida Department of Transportation Traffic Engineering Manual

   http://www.fdot.gov/traffic/trafficservices/Studies/TEM/TEM.shtm

   w. Florida Department of Transportation Bicycle and Pedestrian Policies and Standards

   http://www.fdot.gov/roadway/bikeped/default.shtm

   x. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).

https://www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm

y. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)

http://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

z. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2 http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm

aa. Florida Department of Transportation Contract Compliance Manual. https://www.fdot.gov/equalopportunity/contractcompliancemanual.shtm

bb. Florida Department of Transportation Equal Opportunity Compliance (EOC) System. https://www.fdot.gov/equalopportunity/eoc.shtm

cc. Florida Statutes

http://www.leg.state.fl.us/statutes/

dd. Miami-Dade County and Local Municipal Ordinances, unless otherwise is prohibited, by State or Federal regulations.

2. The above list is not all inclusive and it is the responsibility of Contractor to comply with all applicable requirements whether included in this list or not. Additional project-specific criteria are provided throughout the Contract Documents

3. The above referenced Standards are intended to supplement, not supersede the requirements set forth herein and, unless otherwise noted, the latest revision shall apply. Where differences occur between referenced Standards and these Contract Documents, the more stringent shall apply unless otherwise noted in the Contract Documents or directed by Engineer in writing.

4. FDOT Standard Specifications.

   a. FDOT Standard Specifications for Road and Bridge Construction (Divisions II & III), as amended by the Contract Documents, apply to an Article within these Specifications when:

      1) The applicable FDOT Standard Specification Section (e.g. FDOT SECTION 415) is referenced in the title of the Article; or

      2) The FDOT Standard Specification section, article, or subarticle is referenced within the Article (e.g. FDOT Section 415, FDOT 415-3; FDOT 415-5.1, etc.)

   b. Unless otherwise specified, where page numbers are used in these Specifications to reference modifications to the FDOT Standard Specifications, it shall be understood to reference the 2007 edition.

C. Abbreviations

The following abbreviations, when used in the Contract Documents, represent the full text shown.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APL	FDOT Approved Product List
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
DOL	U.S. Department of Labor
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
F.A.C.	Florida Administrative Code
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOH	Florida Department of Health
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FM	Florida Method or Florida Sampling and Testing Method
F.S.	Florida Statutes
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MDC	Miami-Dade County
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
NAM	Negotiated Acceptance Memorandum
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NSF	NSF International

OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
DTPW	Miami-Dade County Department of Transportation and Public Works
SAE	Society of Automotive Engineers
SBE-CONST	Small Business Enterprise-Construction
SI	International System of Units
SSPC	Society of Protective Coatings
TSSQPL	Traffic Signals and Signs Qualified Products List
UL	Underwriters' Laboratories
U.S.C.	United States Code

D. Definitions

The following terms, when used in the Specifications, have the meaning described.

1. Article. The numbered prime subdivision of a Division of these Specifications.
2. Bracing. A temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.
3. Bridge. A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.
4. Calendar day. Every day shown on the calendar, ending and beginning at midnight. Unless otherwise stipulated in the Contract Documents, the term "days" shall be understood as calendar days. In computing any period of time prescribed or allowed by this Contract, 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. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
5. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under Contractor's control and outside the limits of normal public access.
6. Contract. The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The executed Contract Documents form the Contract between the Department (on behalf of the County) and Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.
7. Contract Documents. Consists of those items so designated in and inclusive of the executed Contract. Only printed or hard copies of the items listed in the executed Contract Form are Contract Documents.
8. Contract Time. The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration.
9. Contract Unit Price. Refers to the Unit Price provided by the Contract that is fixed at time of Contract award.
10. Contractor. The individual, firm, joint venture, or company contracting with the County to perform the Work pursuant to the Contract.
11. Contractor's Engineer of Record.
    a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign, or for repair designs and details of the permanent work. Contractor's Engineer of Record may also serve as the Specialty Engineer.
    b. Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rule 14-75, F.A.C. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Board of Professional Engineers.
    c. As an alternate to being an employee of a pre-qualified firm, Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent Work declared by the FDOT Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in Rule 14-75, F.A.C., if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the FDOT Construction Office website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns of items fully detailed in the Plans.
12. Contractor Originated Designs. Items which the Contract Documents require Contractor to design, detail and incorporate into the permanent works.
13. Controlling Work Items. The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
14. County. Miami-Dade County, Florida.

15. Culverts. Any structure not classified as a bridge that provides an opening under the roadway.

16. Department. Miami-Dade County Department of Transportation and Public Works.

17. Engineer. The County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

    a. Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by Engineer," "by the Engineer," "to the Engineer," or "of the Engineer."

18. Engineer of Record. The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Departmental in-house staff, or a consultant retained by the Department. Contractor shall not employ the Engineer of Record as Contractor's Engineer of Record or as a Specialty Engineer.

19. Equipment. The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

20. Extra Work. Any "work" which is required by Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

21. Falsework. Includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.

22. Formwork. Includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.

23. Highway, Street, or Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

24. Holidays. Days designated by Miami-Dade County as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

25. Inspector. An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by Contractor.

26. Laboratory. The official testing laboratory authorized by the Department.

27. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

    a. Bridges with an individual span longer than 300 feet.
    b. Structurally continuous superstructures with spans over 150 feet.
    c. Steel box and plate girder bridges.
    d. Steel truss bridges.
    e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
    f. Cable stayed or suspension bridges.
    g. Arch bridges.
    h. Tunnels.
    i. Movable bridges (specifically electrical and mechanical components).
    j. Rehabilitation, widening, or lengthening of any of the above.

28. Major Item of Work. Any item of work having an original Contract value in excess of 5% of the original Contract amount.

29. Materials. Any substances to be incorporated in the work under the Contract.

30. Median. The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

31. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.

32. Plans. The part of the Contract Documents prepared or approved by the Engineer, including reproductions thereof, which graphically shows or supplements the scope, extent, and character of the Work to be performed by Contractor. Whenever the word "Plans" appears in these Contract Documents, it shall include any related drawings or standard details referenced by the Contract Documents.

June 20, 2024

Daniel A. Lara
Big D Engineering, Inc.
3610 NE 15 Drive
Miami, FL 33033

Department of Transportation and Public Works
Capital Improvements Division
Capital Improvements Division
111 NW 1st Street, 14th Floor
Miami, FL 33128
T 305-375-1918 F 305-375-5909

Re: Notice of Proceed for **MCC 7040 Plan – RPQ No: 20230216**
Sidewalk Improvements - Multiple Sites

CERTIFIED MAIL No: N/A
EMIAL: diara@me.com
TELEPHONE: (305) 355-9234

Dear **Mr. Lara:**

This letter will serve as your notification that you are to proceed with the work described in RPQ**# 20230216 starting Monday, July 8, 2024,** and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is **480 consecutive calendar days** which results in a scheduled completion date of **Friday, October 31st, 2025. In the event the project is not completed by the scheduled completion date and a time extension has not been granted, your firm shall be subject to any liquidated and or stipulated damages as defined in the contract documents for this project.**

Sidewalk Improvements - Various Sites

The complete execution of this notice to proceed shall constitute a contract for the work described in the RPQ under the Request for Price Quotation (RPQ) under the MCC 7040 Plan. **Failure to properly execute and return this document within ten (10) calendar days of the date of this letter may result in the County rescinding the award to your firm and awarding the subject project to the next lowest responsive and responsible bidder.**

The terms and conditions applicable to this contract are in the 7040 Contract and 7040 Amendment #1, dated 10/18/2002 & 03/01/2005 respectively, and the totality of the contract documents (including but not limited to the RPQ including any special provisions contained therein, drawings and specifications, addenda, and any contract modifications or change orders, etc.)

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations. In accordance with the contract procedure, the Miami-Dade County **Purchase Order Release Number is TP-0000012047.**

Should you have any questions regarding this notification, please contact Mercedes Barreras at (305) 375-1733.

Sincerely,
Mercedes Z. Barreras
Mercedes Z. Barreras
DTPW Infrastructure Manager
Construction Division, DTPW

To Be Completed by The Contracting Firm

I understand and accept the terms and conditions for the **RPQ # 20230216** referenced above.

Accepted by: Company Name: Big D Engineering Inc
Authorized Representative Name: Daniel A. Lara
Authorized Representative Signature:
Dated: 7/1/24

The foregoing was sworn and subscribed before me this 1st day of July, 2024 by Daniel Lara, who is personally known to me or who produced _____ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires: _____

NOTARY PUBLIC
STATE OF FLORIDA

MICHELLE LEE MORGAN
Notary Public - State of Florida
Commission # HH 486584
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

Note: Whoever is signing above is authorized to bind the corporation and must be an officer of the corporation as verified through the Florida Division of Corporations.

Cc: Josiel Ferrer-Diaz, P.E., DTPW
Alejandro Martinez-Esteve, RA, LEED AP, DTPW
Katherine Fernández, DTPW
Alejandro Barros, DTPW
Alvaro M. Castro, DTPW
Alicia Arce, DTPW
Bassam Moubayed, CFM, DTPW
Juan Colon, SBD
Licet Izquierdo, DTPW
Rene Idarraga, P.E., DTPW
Carlos Cortiza, DTPW

MIAMI-DADE COUNTY

Daniella Levine Cava, Mayor

Capital Improvements Division
111 NW 1 St Suite 1410
Miami, FL 33128

CHANGE TO RPQ / PURCHASE ORDER MCC 7040 Plan RPQ: 20230216

CHANGE NO: 1 **DATE: 11/19/2025**

PROJECT NAME: Sidewalk Improvements-Multiple Sites

TO CONTRACTOR: BIG D ENGINEERING INC
PO RELEASE NO: TP-0000012047
PO RELEASE NO 2:

PROJECT LOCATION: Countywide

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This Change Order extends the contract time by 180 non-compensable calendar days on account of additional work assigned to the contractor.

Monetary Justification: N/A

Time Justification: This Change Order extends the contract time by 180 non-compensable calendar days on account of additional work assigned to the contractor as follows: Campbell Dr. from US1 to NE 12 Ave. and Campbell Dr. from US1 South to Condominium Entrance; Rickenbacker Causeway Bus Stop (#26); SW 77 Ct. from SW 57 Ter. to SW 56 St. and SW 56 St. from SW 77 Ct. to SW 77 Ave; and Pine Tree Dr. from (Continued below)

This payment authorization includes all direct and indirect costs associated with the work described herein including, but not limited to costs of labor, material, job overhead, profit markup, costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the RPQ and this change order from the date of the RPQ award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT / ORIGINAL COMPLETION DATE	$655,805.86	10/31/2025
ORIGINAL CONTINGENCY AMOUNT	$65,580.59	
ORIGINAL DEDICATED AMOUNT	$13,957.74	
ORIGINAL TOTAL AMOUNT	$735,344.19	
COST OF CHANGES PREVIOUSLY ORDERED	$0.00	
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$735,344.19	
COST OF CHANGES WITH THIS DOCUMENT	$0.00	
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$735,344.19	
PERCENT AMOUNT INCREASE WITH THIS CHANGE	0%	
TOTAL PERCENT AMOUNT INCREASE TO DATE	0%	
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	480 / 0 / 180	
ADJUSTED DURATION INCLUDING THIS CHANGE / REVISED COMPLETION DATE	660	4/29/2026
PERCENT TIME INCREASE WITH THIS CHANGE	38%	
TOTAL PERCENT TIME INCREASE TO DATE	38%	

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

RPQ: 20230216 Accepted By: DANIEL A. LARA — **Contractor Name**

Contractor Signature

Date: 2/3/26

RPQ: 20230216 Accepted By: Frankenmuth Insurance Company — **Surety Name**

Surety Signature Warren Alter, Attorney-in-Fact

Date: 2/3/2026

In accordance with Implementing Order 3-53, execution by the following persons (TO BE COMPLETED ONLY FOLLOWING EXECUTION BY THE CONTRACTOR AND ITS SURETY) shall constitute approval of the change order, effective on the latest date set forth below.

RPQ: 20230216 Approved By: Licet Izquierdo — **DTPW Project Manager Name**

DTPW Project Manager Signature

Date: 02/04/2026

RPQ: 20230216 Approved By: Alejandro Barrio — **DTPW Assistant Director Name**

DTPW Assistant Director Signature

Date: 2/5/2026

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz, Russell S. Stampler

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of May, 2025.

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15 day of May, 2025.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

SUSAN L FRESORGER
Notary Public - State of Michigan
County of Saginaw
My Commission Expires Apr 3, 2028
Acting in the County of Saginaw

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 3rd day of February, 2026.

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Frankenmuth Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

Frankenmuth INSURANCE

SURETY BOND SEAL ADDENDUM
Frankenmuth Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Insurance Company has authorized its Attorneys-In-Fact to affix Frankenmuth Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2026, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Insurance Company, by its Attorney-in-Fact, Frankenmuth Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 3rd day of February, 2026.

FRANKENMUTH INSURANCE COMPANY
CORPORATE SEAL
1868
MICHIGAN

Sign: _____
Attorney-in-Fact Warren M. Alter

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK MIAMI-DADE COUNTY CONTRACT #2023-0216 WITH BIG D ENGINEERING INC FOR SIDEWALK IMPROVEMENT SERVICES (MIAMI-DADE COUNTY ITB #2023-0216), AND ENTER INTO AN AGREEMENT WITH BIG D ENGINEERING INC FOR CENTENNIAL PAVER'S PAD INSTALLATION SERVICES AT HISTORIC CITY HALL IN AN AMOUNT NOT TO EXCEED SEVENTY-SIX THOUSAND DOLLARS ($76,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the Arabian Nights Sunshine Meeting held on September 23,2025, the City Commission expressed a desire to unveil a monument or commemorative memorial that represented the city's centennial year; and

WHEREAS, the City Manager has recommended a paver pad displaying the City's Centennial logo to be housed on the front lawn adjacent to the Historic City Hall (777 Sharazad Blvd). The area will also include benches and lightning to allow residents to enjoy the outdoor sitting space throughout the day; and

WHEREAS, staff has identified a competitively procured piggyback contract with Miami Dade County. Big D Engineering is believed to be equipped to complete this project; and

WHEREAS, the City Manager is requesting approval from the City Commission to piggyback the Miami-Dade County Professional Services Agreement with Big D Engineering Inc and recommends that the City Commission accepts the proposal from Big D Engineering Inc, attached hereto as Exhibit "A" for Centennial Paver's Pad Installation Services at Historic City Hall, within the City, for an amount not to exceed Seventy-Six Thousand Dollars ($76,000.00); and

WHEREAS, the project's scope of work includes the following improvements: Site preparation and grading as required for installation; Installation of a paver pad at 777 Sharazad Boulevard; Restoration of disturbed areas following construction and Lightning and bench installation; and

WHEREAS, Miami-Dade County previously awarded a contract to Big D Engineering Inc for Sidewalk Improvement Services (attached as Exhibit "B"), pursuant to its Request for Price Quotation (RPQ) No. 2023-0216, for a 15-month period

commencing July 8, 2024 and ending April 29, 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 Miami-Dade County Contract #2023-0216 with Big D Engineering 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 Centennial Paver's Pad Installation Services at Historic City Hall, within the City, in an amount not to exceed Seventy-Six Thousand Dollars ($76,000.00).

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 Miami-Dade County Contract #2023-0216 with Big D Engineering 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 Centennial Paver's Pad Installation Services at Historic City Hall, within the City, in an amount not to exceed Seventy-Six Thousand Dollars ($76,000.00).

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 _____, 2026.

_____
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	Adelina Gross			**Department Director's Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**	Shamecca Lawson		
Commission Meeting Date:	3.25.2026		**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		
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		Capital Improvement Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI DADE COUNTY'S CONTRACT NO.2023-0216 WITH BIG D ENGINEERING FOR THE INSTALLATION OF THE CENTENNIAL PAVERS' PAD AT HISTORIC CITY HALL.

Staff Summary:

During the Arabian Nights Sunshine Meeting held on September 23,2025, the City Commission expressed a desire to unveil a monument or commemorative memorial that represented the city's centennial year. The City Manager has recommended a paver pad displaying the City's Centennial logo to be housed on the front lawn adjacent to the Historic City Hall (777 Sharazad Blvd). The area will also include benches and lightning to allow residents to enjoy the outdoor sitting space throughout the day.

Staff have identified a competitively procured piggyback contract with Miami Dade County. Big D Engineering is equipped to complete this project. Therefore, the City Manager is seeking approval to utilize Contract No. 2023-0216 to install the Centennial paver's pad at Historic City Hall in an amount not to exceed $76,000.

The project's scope of work includes the following improvements:

- Site preparation and grading as required for installation
- Installation of a paver pad at 777 Sharazad Boulevard.
- Restoration of disturbed areas following construction
- Lightning and bench installation

Financial Impact: $280,000 was budgeted for the Arabian Nights/ City's Birthday Celebration. A request is being made to reallocate $76,000 from account # 72-572403: Special Events to CIP Safe Neighborhood

Proposed Action:

Staff recommends the approval of the legislation.

Attachment:

Big D Engineering Proposal

CITY OF OPA-LOCKA AGREEMENT FOR CENTENNIAL PAVER'S PAD INSTALLATION SERVICES AT HISTORIC CITY HALL

(Sidewalk Improvement Services Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2026, 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 Big D Engineering Inc whose address is 3610 N.E. 15th Dr., Homestead, FL 33033 (the **"Contractor").**

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Centennial Paver's Pad Installation Services at Historic City Hall, within the City (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Miami-Dade County and the Contractor, as set forth in the Miami-Dade County Request for Price Quotation (RPQ) 2023-0216 ("the RPQ"); 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 _____, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Centennial Paver's Pad Installation Services at Historic City Hall in accordance with the City's requirements as set forth herein and the Standard Contract between Miami-Dade County and the Contractor dated on or about July 8, 2024 (the "Miami-Dade County 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 Miami-Dade County 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 Improvement Programs 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 workdays 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 Miami-Dade County with regard to any and all provisions of the Miami-Dade County Agreement, the RPQ, 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, 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: Daniel Lara
Registered Agent
Big D Engineering Inc
3610 N.E. 15th Drive
Homestead, FL 33033

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

Section 6. 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 EVerify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the Everify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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

Date:_____

By:_____
Sha'mecca Lawson, City Manager

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

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

By:_____
Joanna Flores, City Clerk

CONTRACTOR:
Big D Engineering Inc

By: _____ Witness:_____

_____ _____
PRINT NAME

Date:_____

_____
TITLE

Date:_____

Memorandum MIAMI-DADE COUNTY

==

Date: May 30, 2024

To: Rene Idarraga, P.E
Division Chief, Construction
Department of Transportation and Public Works (DTPW)

From: Alejandro Martinez-Esteve, RA, LEED AP, DTPW
Chief, Program Management Office
Department of Transportation and Public Works (DTPW)

Subject: Sidewalk Improvements-Multiples Sites
Project No. 20230216
Contract No. MCC Program 7040 Plan
(Contractor – **Big D Engineering, Inc)**

Attached is the approved, officially executed Purchase Order (P.O.), **# TP-0000012047** for the referenced project. The original approved P.O. must be turned over to the contractor. You may now issue a Notice to Proceed. Please remind the contractor that the Inspector General (IG) and User Access Program (UAP) fees apply to this contract and shall be deducted from all payments accordingly.

AM:/dv

Attachment

cc: Alejandro Barrios, DTPW
Alicia Arce, DTPW
Katherine Fernandez, DTPW
Alvaro Castro, DTPW
Rafael Solorzano, DTPW
Clerk of the Board
Project File

MIAMI-DADE COUNTY

Purchase Order

Transportation & Public Works
701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order	**Date**	**Revision**
TP-0000012047	05-29-2024	
Payment Terms	**Freight Terms**	**Ship Via**
Net30	Destination	Common Carrier
Buyer	**Phone/ Email**	**Currency**
Viaud, Daniel D	Daniel.Viaud@miamidade.gov	USD

Supplier: 0000002832
BIG D ENGINEERING INC
3610 NE 15 DRIVE
HOMESTEAD FL 33033
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20230216

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y **Tax Exempt ID:** MIAMIDADE **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Base $655,805.86 Scope of Work Work includes construction of new sidewalks, sidewalk connectors, driveway approaches, curb ramps, curbs and/or gutters; reconstruction and/or repair of existing sidewalks, sidewalk connectors, etc.		1	LE	$655,805.86	$655,805.86	05/29/2024

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	$655,805.86

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	C9999	TPCP030000	5991170000	NO-GRANT	MDADE	CND000003001977	008009

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
655805.860	USD	USD	ID00000879	N

Schedule Total $655,805.86

Contract ID	Parent Contract	Description
20230216	MCC-PROGRAM-7040	MISCELLANEOUS CONSTRUCTION PLA

Item Total $655,805.86

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
2 - 1	Contingency $65,580.59		1	LE	$65,580.59	$65,580.59	05/29/2024

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	$65,580.59

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	C9999	TPCP030000	5991170000	NO-GRANT	MDADE	CND000003001977	008009

Purchase Order

Transportation & Public Works
701 NW 1st Court
Miami FL 33136
United States

Dispatched		Dispatch Via Print
Purchase Order	**Date**	**Revision**
TP-0000012047	05-29-2024	
Payment Terms	**Freight Terms**	**Ship Via**
Net30	Destination	Common Carrier
Buyer	**Phone/ Email**	**Currency**
Viaud, Daniel D	Daniel.Viaud@miamidade.gov	USD

Supplier: 0000002832
BIG D ENGINEERING INC
3610 NE 15 DRIVE
HOMESTEAD FL 33033
United States

Ship To: 111 NW 1ST ST
14th Floor
MIAMI FL 33128-1902
United States

Attention: Not Specified
PO Ref: 20230216

Bill To: 111 NW 1st Street
26th Floor
Miami FL 33128-1902
United States

Tax Exempt? Y **Tax Exempt ID:** MIAMIDADE **Replenishment Option:** Standard

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
65580.590	USD	USD	ID00000879	N

Schedule Total $65,580.59

Contract ID	Parent Contract	Description
20230216	MCC-PROGRAM-7040	MISCELLANEOUS CONSTRUCTION PLA

Item Total $65,580.59

3 - 1 Dedicated $13,957.74 1 LE $13,957.74 $13,957.74 05/29/2024

Mobilization $ 2,500
MOT, $2,500
Off Duty Cops $ 6,000
Allowance Permits, $ 1,280
Reimbursement IG Fees, $1,677.74
Reimbursement UAP Fees $145.60

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	$13,957.74

GLUnit	Fund	Dept	Account	Grant	PCBU	Project	Activity
MDADE	C9999	TPCP030000	5991170000	NO-GRANT	MDADE	CND000003001977	008009

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
13957.740	USD	USD	ID00000879	N

Schedule Total $13,957.74

Contract ID	Parent Contract	Description
20230216	MCC-PROGRAM-7040	MISCELLANEOUS CONSTRUCTION PLA

Item Total $13,957.74

Total PO Amount $735,344.19

MIAMI-DADE COUNTY
Daniella Levine Cava, Mayor

Department of Transportation and Public Works
Capital Improvements Division
111 NW First Street, Suite 1410
Miami, Florida 33128-1970
T 305-375-2930; F 305-375-2931

miamidade.gov

April 25, 2024

Mr. Daniel A. Lara
Big D Engineering, Inc.
3610 NE 15 Drive
Homestead, Florida 33033

E-Mail: Dlara@me.com
Telephone: (305) 355-9234

Re: **Recommendation for Award CICC 7040-0/07 Contract – RPQ No. 20230216**
Sidewalk Improvements-Multiple Sites

Dear Mr. Lara:

In accordance with Section 2-84.4 of the Code of Miami Dade County, this letter serves to notify you and all bidders on this solicitation that your firm has been recommended for award for the referenced Request for Price Quotation (RPQ) based on the bid submitted on Wednesday, April 3, 2024. Pursuant to the reference legislation, the three (3) day protest period shall commence upon the posting of this recommendation to award. This contract award will be effective only in accordance with the condition of the solicitation, which requires execution by both parties of the Notice to Proceed (NTP).

The value at award is **$735,344.19.** This includes your base bid amount of **$655,805.86** a contingency amount of **$65,580.59** and dedicated allowances totaling **$13,957.74.** The contract term is established as **480-calendar days**. However, the recommendation of award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required under Article 1.09, Payment and Performance Bonds of the Supplementary Instructions to Bidders. Provide three (3) original sets of the attached document.
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
3. Copies of current insurance certificates.
4. Copies of required license(s).
5. Clearinghouse for posting Notice of Job Opportunities as required in Article 1.09 of the Supplementary Conditions.

The preceding documents are required as outlined within the RPQ project specification and the MCC 7040 Plan. They must be submitted to the Department of Transportation and Public Works within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded.

Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

Additionally, please be advised that your firm must have the resources to ensure work proceeds without delay once the "Notice to Proceed" is issued. Lack of equipment, personnel or additional contracts with similar completion schedules, will not be reason for delay.

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
4:58:05 PM, 4/25/2024
CLERK OF THE BOARD

This letter will also serve as a reminder that this contract is a Small Business Enterprise – Construction (SBE-Con) 100% Trade set-a-side. All construction work must be performed by contractors certified in accordance with Section 10-33.02 of the Code of Miami-Dade County. The scope of work must be performed in accordance with the terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

No award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until a purchase order for this RPQ has been approved and issued, and a Notice to Proceed has been executed.

Should you have any questions, please contact me at (305) 375-2930.

Sincerely,

Alfredo E. Muñoz, P.E.
Chief, Capital Improvements Division
Department of Transportation and Public Works

AM: aa

c: Alejandro Martinez-Esteve, RA, LEED AP
Alex Barrios, DTPW
Rene Idarraga, P.E., DTPW
Mercedes Barrera, DTPW
Carlos Cortiza, DTPW
Katherine Fernandez, DTPW
Alicia Arce, DTPW
Alvaro Castro, DTPW
Daniel Viaud, DTPW
Laurie Johnson, SBD
Alice Hidalgo-Gato, SBD
Caesar Suarez, ISD
Clerk of the Board
Project File

Miami-Dade County Department of Transportation and Public Works

Contract Prices

Project Title: Sidewalk Improvements - Multiple Sites
Project No: 20230216
Contractor: BIG D ENGINEERING INC
Bid Date: 04/03/2024

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
102-74-1	BARRICADES (TEMPORARY- TYPE I, II, VP & DRUM).	EA/DAY	13,018.0	$0.47	$6,118.46
102-60A	WORK ZONE SIGNS	EA/DAY	1,322.0	$1.20	$1,586.40
102-76A	ADVANCE WARNING ARROW PANEL	EA/DAY	120.0	$20.00	$2,400.00
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	1,056.0	$8.00	$8,448.00
110-4-2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick)	S.Y.	5,580.0	$9.00	$50,220.00
200-2-1	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION	S.Y.	3,240.0	$12.00	$38,880.00
331-72-21	Driveway Transition - Asphalt (HMA)	S.Y.	384.0	$27.00	$10,368.00
422-6-1G	REPLACE WATER METER BOX - Single or Dual Services (Cost for supplying and installing new meter box)	EA.	35.0	$350.00	$12,250.00
422-6-1H	REPLACE WATER METER VAULT 2'X4' (Cost for supplying and installing new vault)	EA.	11.0	$500.00	$5,500.00
520-1	CONCRETE CURB AND GUTTER (ANY TYPE)	L.F.	1,176.0	$25.00	$29,400.00
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	6,960.0	$48.00	$334,080.00
522-1-4	Driveway Transition - Concrete	S.Y.	44.0	$48.00	$2,112.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	1,860.0	$54.00	$100,440.00
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	504.0	$30.00	$15,120.00
575-2A	SODDING-St Augustine, or match existing, includes watering and maintenance. Contingent item based on field conditions, may be increased, or decreased by the engineer.	S.Y.	2,087.0	$9.00	$18,783.00
635-2-11	PULL & SPLICE BOX, Furnish & Install, 13" x 24" COVER SIZE	EA.	43.0	$400.00	$17,200.00
700-46-22	RESET EXISTING POST AND SIGN	EA.	18.0	$50.00	$900.00
721-74-3	Relocate or Reset Bus Stop Trash Can (any type, includes reattaching to concrete if necessary)	EA.	5.0	$200.00	$1,000.00
721-75-4	Relocate or Reset Bus Stop Bench (any type, includes reattaching to concrete if necessary)	EA.	5.0	$200.00	$1,000.00
	ALLOWANCE ACCOUNTS (used as approved by the engineer pursuant to the requirements of the Contract Documents)				
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	$65,580.59	$65,580.59
101-1	MOBILIZATION	W.O.	10.0	$250.00	$2,500.00
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	$6,000.00	$6,000.00
102-1W	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.)	W.O.	10.0	$250.00	$2,500.00
990	ALLOWANCE-PERMITS	L.S.	1.0	$1,280.00	$1,280.00
999-2A	For Reimbursement of Costs Associated with The Independent Private Sector Inspector General (0.25%) Applied to All Other Allowances Paid at Invoice Cost	L.S.	1.0	$145.60	$145.60
999-2C	For Reimbursement of Costs Associated with the Utility Access Program (UAP) Fee (2%) Applied to All Other Allowances Paid at Invoice Cost	L.S.	1.0	$1,677.74	$1,677.74

Department of Transportation and Public Works
Capital Improvements Division
111 NW 1 Street, Suite 1410
Miami, Fl 33128

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7040 Plan - CICC 7040-0/07
RPQ No: 20230216

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Sidewalk Improvements-Multiple Sites

Price Proposal (Cost to Perform the work **must** be stated here. State 'No Bid' if not submitting a price proposal)

Bidder's Company Name: Big D Engineering Inc.

Company Address: 3610 NE 15 Drive

City: Homestead **State:** FL **Zip:** 33033

Telephone No: (786) 355-9234 **Fax No:** N/A **EMail:** Dlara@me.com

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print): Daniel Lara

Number of Addendums received: 3 blank **(if none' write "None")**

Signature: **Date:** 4/1/24

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7040 Plan.*

SURETY BID BOND	DATE BOND EXECUTED (must not be later than bid opening date) March 28, 2024	REV. 0216 DTPW

PRINCIPAL (Full legal name and business address)	TYPE OF ORGANIZATION ("X" one)	
Big D Engineering Inc 3610 NE 15th Drive Homestead, FL 33033	☐ Individual	☐ Partnership
	☐ Joint Venture	☒ Corporation

SURETY (Name and business address)
Frankenmuth Insurance Company
One Mutual Avenue
Frankenmuth, MI 48787-0001

PENAL SUM OF BOND	********** Five Percent of the Total amount Bid **********			
BID IDENTIFICATION	Project No:	20230216	Bid Opening Date:	April 3, 2024
	County Project Name:	Sidewalk Improvements-Multiple Sites		

OBLIGATION

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.

Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprocurement costs and incremental costs of contracting.

Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents.

Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

CONDITIONS

The Principal has submitted the Bid identified above.

THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

WITNESS

The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Authorized Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.

Big D Engineering Inc	PRINCIPAL	
SIGNATURE		Principal's Corporate Seal
NAME AND TITLE (Typed)	Daniel A. Lara President	

Frankenmuth Insurance Company	SURETY	
SIGNATURE OF ATTORNEY-IN-FACT		
PRINTED NAME OF ATTORNEY-IN-FACT (Typed)	Warren M. Alter	
SIGNATURE OF AUTHORIZED FLORIDA AGENT		
PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed)	Warren M. Alter	

FRANKENMUTH INSURANCE COMPANY CORPORATE SEAL 1868 MICHIGAN

Frankenmuth Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2024, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Insurance Company, by its Attorney-in-Fact, Frankenmuth Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 28th day of March, 2024.



Frankenmuth Insurance Company

Sign: _____

Attorney-in-fact Warren M. Alter

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

WARREN MITCHELL ALTER

License Number : A004782

Resident Insurance License	Issue Date
• 0216 - LIFE	04/08/1989
• 0220 - GENERAL LINES (PROP & CAS)	06/27/1989
• 0218 - LIFE & HEALTH	04/08/1989

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/.

Jeff Atwater
Chief Financial Officer
State of Florida

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> **"RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Frankenmuth Insurance Company

By _____

Fredcrick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) **ss:**

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

_____ (Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 28th day of March 2024.

_____

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT

CERTIFICATE OF ASSURANCE(COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: 20230216 Project Title: Sidewalk Improvements-Multiple Sites

Bidder/Proposer: Big D Engineering Inc FEIN: 26-2884165

Address: 3610 NE 15 Drive City Homestead State FL ZIP 33033

Phone Number: (786) 355-9234 Email address: Dlara@Me.com

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____% SBE-A/E, 100.00% SBE-Cons, N Trade Set-aside SBE-Cons, _____% SBE-G, and/or 100 % SBE-S.
(For Goals, write in the percentage. For Set-aside, put Y or N.)

Donic A. LARA		4/1/24
Print Prime Bidder's Name & Title	Prime Bidder's Signature	Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Donic Lara, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Signature of Owner

SWORN TO and subscribed before me this day 1 of April 20 24

Signature of Notary Public-State of Florida

NOTARY PUBLIC STATE OF FLORIDA

PEDRO RIOS, JR.
Commission # HH 090357
Expires March 23, 2026
Bonded Thru Budget Notary Services

My Commission Expires:

MIAMI-DADE COUNTY

NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit *(this Affidavit)* and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☑ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: 20230216 Solicitation Title: Sidewalk Improvements Multiple sites

By: _____ Date: 4/1/2024
Signature of Affiant

Daniel A. Lara
Printed Name of Affiant and Title

26-2884165
Federal Employer Identification Number

Big D Engineering Inc.
Printed Name of Bidder/Proposer

3610 NE 15 Drive Homestead Fl 33033
Address of Bidder/Proposer

Rev. 12072021

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: 20230216 Federal Employer Identification Number (FEIN): 26-2884165

Contract Title: Sidewalk Improvements Multiple Sites

Daniel A. Lara	President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Big D Engineering Inc		4/1/24
Name of Firm		Date
3610 NE 15 Drive Homestead FL 33033	Florida	33033
Address of Firm	State	Zip Code

Notary Public Information

Notary Public - State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 1st day of April 2024

by Daniel Lara He or she is personally known to me ☑ or has produced identification

Type of identification produced _____

Signature of Notary Public

HH090357
Serial Number

Print or Stamp of Notary Public

3-23-25
Expiration Date

PEDRO RIJOS, JR.
Commission # HH 090357
Notary Public
Expires March 23, 2025
Bonded Thru Budget Notary Services

2/2014

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared Daniel A. Lara (PRINT NAME) the President (PRINT TITLE) of Big D Engineering Inc. (PRINT NAME OF BIDDER OR PROPOSER),

who attests that Big D Engineering Inc. (PRINT NAME OF BIDDER OR PROPOSER) shall pay workers on the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this 1 day of April, 2024.

X Personally, known or _____ produced identification.

(Signature of Notary Public - State of Florida)

Pedro Rijos
(Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC STATE OF FLORIDA
PEDRO RIJOS, JR.
Commission # HH 090357
Expires March 29, 2025
Bonded Thru Notary Public Underwriters

Type of identification produced: _____

Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008 (for goods and services) and July 1, 2008 (for design and construction), vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: 20230216 **Federal Employer Identification Number (FEIN):** 26-2884165

Contract Title: Sidewalk Improvements Multiple sites

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

Daniel A. Lara — Printed Name of Affiant
President — Printed Title of Affiant
Signature of Affiant
Big D Engineering Inc. — Name of Firm
4/1/24 — Date
3410 NE 15 Drive Homestead — Address of Firm
FL — State
33033 — Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 1st day of April 20 24.

by Daniel A Lara He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced

Signature of Notary Public
HH09357 — Serial Number
Pedro Rijos — Print or Stamp of Notary Public
3-23-25 — Expiration Date
Notary Public Seal

PEDRO RIJOS, JR.
Commission # HH 090357
Expires March 23, 2025
Bonded Thru Budget Notary Services

5/09/2008

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

PROJECT: Sidewalk Improvements-Multiple Sites Project No. 20230216

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

Instructions: Complete Part I or Part II, as applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated 3/8/24, 2024

Addendum #2, Dated 3/22/24, 2024

Addendum #3, Dated 3/29/24, 2024

Addendum #4, Dated _____, 202___

Addendum #5, Dated _____, 202___

Addendum #6, Dated _____, 202___

Addendum #7, Dated _____, 202___

Addendum #8, Dated _____, 202___

Addendum #9, Dated _____, 202___

Addendum #10, Dated _____, 202___

PART II:

✓ No Addendum was received in connection with this solicitation.

All Addendums only have blank Doc Holders

Authorized Signature: _____ Date: 4/1/24

Print Name: Daniel A. Lara Title: President

Firm Name: Big D Engineering Inc.

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SECTION 1: INVITATION TO BID

Department of Transportation and Public Works
Capital Improvements Division
111 NW 1 St Suite 1410
Miami FL 33128

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7040 Plan - CICC 7040-0/07
RPQ No: 20230216

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Clerck of the Board at 111 NW 1st Street, 1710 no later than 4/3/2024 at 02:00 PM. If you have any questions, contact Alicia Arce at 3053752930.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7040 Plan.

RPQ DETAILED BREAKDOWN

Bid Due Date:	4/3/2024	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	3
Estimated Value:	$670,657	(excluding Contingencies and Dedicated Allowances)					
Project Name:	Sidewalk Improvements-Multiple Sites						
Project Location:	Countywide						
License Requirements:	Primary:	Paving; Concrete Engineering					
Scope of Work:	(Contractor must obtain and submit all permits prior to performing any work). Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents. Work includes construction of new sidewalks, sidewalk connectors, driveway approaches, curb ramps, curbs and/or gutters; reconstruction and/or repair of existing sidewalks, sidewalk connectors, driveway approaches, curb ramps, curbs and/or gutters; removal and disposal of various existing pavements, trees, tree roots and debris; grading and preparation of subgrade and sodding; and adjustment of existing utility valve covers to new finished grade. One or a combination of more than one of the work described herein may be required to be performed at any given site pursuant to the requirements of the Work Order governing the site. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination. The Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.						

Document Pickup:	Contact:	Capital Improvements Division		Phone No:	3053752930	Date:	2/29/2024
	Location:	111 NW 1 Street, Suite 1410					

Pre-Bid Meeting::	YES	Mandatory:	No	Date:	3/14/2024	Time:	10:00 AM
	Location:	Virtual Meeting -See notes below					

Site Meeting:	No	Mandatory:	No	Date:		Time:	
	Location:						

Bid shall be submitted to:	Contact:	Clerck of the Board		
	Address:	111 NW 1st Street, 1710		
	Email:		FAX # :	

Type of Contract:	Single Trade	Method of Award:	Lowest Responsible Bidder
Method of Payment:	Scheduled Monthly Payments	Insurance Required:	YES

Additional Insurance Required:	YES	If Yes - Minimum Coverage:	$1,000,000.00

Performance & Payment Bond Required:	YES	Bid Bond Required:	YES

Prevailing Wage Rate Required:	Highway Construction	Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:	

SBE-Con. Requirements:	YES	Percentage:	100.00%	SBD Certificate of Assurance Form Required:	NO
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO

CWP Requirements:	YES	Percentage:	10.00%		
SBE-S Requirements	NO	Percentage:	0.00%		
SBE-G Requirements	NO	Percentage:	0.00%		
Liquidated Damages:	YES	$$ Per Day:	$1,699.00		
Trade Set-a-side:	NO	If Yes, Trade =			
For RPQ's less than $10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.					

Design Drawing Included:	NO	Shop Drawing Included:	NO	Specifications Included:	YES
Anticipated Start Date:	7/3/2024		Calendar Days for Project Completion:		480

Comments:

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars ($500,000.00).

COMMUNITY WORKFORCE PROGRAM
Prior to entering into a contract and according to the Miami-Dade County Code §2-1701 and amended by Ordinance 13-66, the successful bidder on a construction contract subject to a Community Workforce Program (CWP) goal, must submit to the Office of Small Business Development through the contracting officer a workforce plan outlining how the CWP goal will be met. Additional information is available at the County's website at http://www.miamidade.gov/business/contract-requirements.asp#0 .

Contractor must submit a Workforce Plan to the Miami-Dade County Office of Small Business Development within fifteen (15) days of notification of award of the contract. The County will not enter into the contract until it receives the contractor's Workforce Plan and deems the Plan acceptable. The Workforce Plan forms may be obtained on the County's website at http://www.miamidade.gov/business/contract-requirements.asp#0 .

LOCATION OF WORK:

A. This is a work order driven contract. The location(s) of work to be performed under the terms of this Contract will be determined by the Engineer prior to assigning the work. The County does not guarantee a minimum or maximum amount of work per bid item.
1.The County will assign work to Contractors, depending on the areas affected, as contiguous as possible.
2.The actual location (s) of work shall be identified in the Work Order (s) issued subsequent to the Award of the Contract.

LICENSE REQUIREMENTS:
At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:

A-Certificate of Competency from the County's Construction Trades Qualifying Board as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor or concrete-work engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified.

B-Experience Requirement:
1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these

Solicitation Documents. Demonstrate the experience requirement by:

a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:
1) The identified personnel and their assigned role and responsibilities for the listed project
2) The client name and address including a contact person and phone number for reference
3) Description of work
4) Total dollar value of the contract
5) Contract duration
6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
7)For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations; or

b. Pursuant to Section 255.20, F.S., the County may consider a bid from a Bidder in good standing, meeting the license requirements above, that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification in the Sidewalk Work Class, Certification of Work Underway, and Status of Contract(s) On Hand.

INDEMNIFICATION AND INSURANCE REQUIREMENTS
The Contractor shall furnish to Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence and $2,000,000 in aggregate . Miami-Dade County must be shown as an additional insured with respect to this coverage.
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

BID DOCUMENTS:
Bidding documents may be purchased from the Miami-Dade County Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1st Street, 14th Floor, Miami, Florida 33128 for a non-refundable fee of seventy five dollars ($75.00) per each complete set of documents. Payment shall be in the form of a company check, cashier's check, or money order payable to "Miami-Dade County, Department of Transportation and Public Works."

ADDENDUMS - RFI"S
The Department of Transportation and Public Works has made changes with regard to how addendums and requests for information (RFI) will be sent to document holders. Be advised that all Addendums, RFI's, and the document holders list (bidder's list) are now available to view online at the following web address:

https://www8.miamidade.gov/Apps/ISD/DPMWW/SolicitationList.aspx

Therefore, during the advertisement period, the Department will not be sending these documents via certified mail. All document holders must provide an e-mail address. The Department will only be sending addendums and RFIs by e-mail and posting online at the aforementioned link. The bidders list will be updated every Friday during the advertisement phase of the contract. Please be aware that acknowledgment of receipt of all addendums and RFI's remain a requirement when submitting bids. All RFI request should be emailed to Alicia.Arce@miamidade.gov while copying the Clerk of the Board (clerkbcc@miamidade.gov).

Vendor Registration:
Due to the new Vendor Registration procedures of the Internal Services Department, Procurement Management Division, updated definitions along with the "Affirmation of Vendor

	Affidavits" has been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to award. PRE BID - BID SUBMITTAL DUE DATE: Pre-Bid Conference date, time and location: Thursday, March 14 2024, at 10:00 a.m., Non-mandatory Pre-bid Meeting will be conducted via teleconference in Teams. Those interested in attending, please use the telephone number and access code below: Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 235 665 429 616 Passcode: XBb9t3 Download Teams | Join on the web Or call in (audio only) +1 786-628-2782,785036856# United States, Miami Phone Conference ID: 785 036 856# Find a local number | Reset PIN Bid Due Date, Opening Time & Location: Bid Submittal Time and Location: Wednesday, April 3, 2024, 2:00 P.M. at 111 NW 1 Street, 17th Floor, Clerk of the Board Office. Bid Opening immediately after Bid Submittal in the 18 Floor.

DISCLOSURE:

- Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

  The Contractor shall furnish to **Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1 St Suite 1410, Miami FL 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

  A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
  a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.

  B. Commercial General Liability in an amount not less than $300,000 per occurrence, and $600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

  C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

  *Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to $5 million. Only vehicles owned or leased by a company will be authorized. $1 million limit applies at all other airports.

- All 7040 RPQs are 100% Set-aside solicitations - solely for certified Small Business Enterprise-Construction (SBE-Con) firms registered in the MCC 7040 Plan. Registered SBE-Con firms are invited to bid based on the project's primary license requirement, estimated value and the contractors' certification participation level. The SBE-Con Participation Level will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents. **All bidders prime and sub contractors must be SBE-Con certified.**

- All Prime Contractors submitting a bid for RPQ/Project with a Small Business Measures (s) MUST submit the Small Business Development "CERTIFICATE OF ASSURANCE" form properly completed, signed and notarized with their bid document at the time of Bid Submittal. FAILURE TO SUBMIT THE REQUIRED CERTIFICATE OF ASSURANCE FORM AT THE TIME OF BID SUBMISSION SHALL RENDER THE BID NON COMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY.

- 7040 and 7360 RPQs with an estimated project value in excess of $700,000.00 may be assigned a Small Business Enterprise Goods (SBE-G) or Small Business Services (SBE-S) program goal. The SBE-G or SBE-S goal if applicable will be will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.

- All RPQs with an estimated project value $100,000 or above are subject to Responsible Wage Rates. The wage rate will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.

- All Projects, where price (Proposals/Bids) received are in excess of $200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder

may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM REQUIREMENTS:

In accordance with Sections 2.25 and 2.33 (E) of CICC 7040-0/07 this Project is considered a single trade or primarily single trade project. Primary Trade related work shall not be subcontracted. If ancillary (trade) work is required to complete this Project you may contract with a subcontractor with approval from the contracting Department and the Office of Small Business Development. All subcontractors must be certified SBE-CONS firms and approval given by SBD prior to any work beginning.

SECTION 2: SOLICITATION FORMS

All forms and documents contained in this Section shall be completed pursuant to these Contract Documents and submitted no later than the advertised Bid Submittal Due Date and Time for this Project.

BID FORM

Bid Form

PROJECT TITLE: Sidewalk Improvements - Multiple Sites

PROJECT NO: 20230216

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FOUR HUNDRED EIGHTY (480) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
102-74-1	13,018.0	EA/DAY	BARRICADES (TEMPORARY- TYPE I, II, VP & DRUM).			
102-60A	1,322.0	EA/DAY	WORK ZONE SIGNS			
102-76A	120.0	EA/DAY	ADVANCE WARNING ARROW PANEL			
110-4-1-1	1,056.0	L.F.	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER			
110-4-2H	5,580.0	S.Y.	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick)			
200-2-1	3,240.0	S.Y.	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION			
331-72-21	384.0	S.Y.	Driveway Transition - Asphalt (HMA)			
422-6-1G	35.0	EA.	REPLACE WATER METER BOX - Single or Dual Services (Cost for supplying and installing new meter box)			
422-6-1H	11.0	EA.	REPLACE WATER METER VAULT 2'X4' (Cost for supplying and installing new vault)			
520-1	1,176.0	L.F.	CONCRETE CURB AND GUTTER (ANY TYPE)			
522-1(1)	6,960.0	S.Y.	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)			
522-1-4	44.0	S.Y.	Driveway Transition - Concrete			

Bid Form

PROJECT TITLE: Sidewalk Improvements - Multiple Sites

PROJECT NO: 20230216

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FOUR HUNDRED EIGHTY (480) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
522-2	1,860.0	S.Y.	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)			
527-2	504.0	S.F.	DETECTABLE WARNING ON WALKING SURFACE			
575-2A	2,087.0	S.Y.	SODDING-St Augustine, or match existing, includes watering and maintenance. Contingent item based on field conditions, may be increased, or decreased by the engineer.			
635-2-11	43.0	EA.	PULL & SPLICE BOX, Furnish & Install, 13" x 24" COVER SIZE			
700-46-22	18.0	EA.	RESET EXISTING POST AND SIGN			
721-74-3	5.0	EA.	Relocate or Reset Bus Stop Trash Can (any type, includes reattaching to concrete if necessary)			
721-75-4	5.0	EA.	Relocate or Reset Bus Stop Bench (any type, includes reattaching to concrete if necessary)			

Total:_____

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: _____

D.C. Certificate of competency No: _____

Bidder's Name: _____

Bidder's telephone Number: _____

Bidder's address: _____

Bid Form

PROJECT TITLE: Sidewalk Improvements - Multiple Sites

PROJECT NO: 20230216

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FOUR HUNDRED EIGHTY (480) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

ATTACHMENT 5A

Department of Transportation and Public Works
Capital Improvements Division
111 NW 1 Street, Suite 1410
Miami, Fl 33128

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7040 Plan - CICC 7040-0/07
RPQ No: 20230216

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Sidewalk Improvements-Multiple Sites

Price Proposal (Cost to Perform the work **must** be stated here. State 'No Bid' if not submitting a price proposal)

Bidder's Company Name: _____

Company Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____ **EMail:** _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print): _____

Number of Addendums received: _____ **(if none' write "None")**

Signature:
_____ **Date:** _____

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7040 Plan.*

ACKNOWLEDGEMENT OF ADDENDA

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

PROJECT: Sidewalk Improvements-Multiple Sites Project No. 20230216

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

Instructions: Complete Part I or Part II, as applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 202___

Addendum #2, Dated _____, 202___

Addendum #3, Dated _____, 202___

Addendum #4, Dated _____, 202___

Addendum #5, Dated _____, 202___

Addendum #6, Dated _____, 202___

Addendum #7, Dated _____, 202___

Addendum #8, Dated _____, 202___

Addendum #9, Dated _____, 202___

Addendum #10, Dated _____, 202___

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

SURETY BID BOND FORM

SURETY BID BOND	DATE BOND EXECUTED (must not be later than bid opening date)	REV. 0216 DTPW

PRINCIPAL (Full legal name and business address)	TYPE OF ORGANIZATION ("X" one)	
	☐ Individual	☐ Partnership
	☐ Joint Venture	☐ Corporation

SURETY (Name and business address)

PENAL SUM OF BOND	**********Five Percent of the Total amount Bid**********			
BID IDENTIFICATION	Project No:	20230216	Bid Opening Date:	
	County Project Name:	Sidewalk Improvements-Multiple Sites		

OBLIGATION

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.

Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprocurement costs and incremental costs of contracting.

Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents.

Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

CONDITIONS

The Principal has submitted the Bid identified above.

THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

WITNESS

The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Authorized Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.

PRINCIPAL		
SIGNATURE		Principal's Corporate Seal
NAME AND TITLE (Typed)		

SURETY		
SIGNATURE OF ATTORNEY-IN-FACT		Surety's Corporate Seal
PRINTED NAME OF ATTORNEY-IN-FACT (Typed)		
SIGNATURE OF AUTHORIZED FLORIDA AGENT		
PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed)		

CERTIFICATE OF ASSURANCE

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT

CERTIFICATE OF ASSURANCE(COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: 20230216 Project Title: Sidewalk Improvements-Multiple Sites

Bidder/Proposer: _____ FEIN: _____

Address: _____ City _____ State _____ ZIP _____

Phone Number: _____ Email address: _____

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____% SBE-A/E, 100.00% SBE-Cons, N Trade Set-aside SBE-Cons, _____% SBE-G, and/or _____% SBE-S.
(For Goals, write in the percentage. For Set-aside, put Y or N.)

Print Prime Bidder's Name & Title	Prime Bidder's Signature	Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

_____
Signature of Owner

SWORN TO and subscribed before me this day _____ of _____, 20_____

_____
Signature of Notary Public-State of Florida

My Commission Expires:

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit *(this Affidavit)* and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☐ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: _____ Solicitation Title: _____

By: _____ Date: _____ 20 ____
Signature of Affiant

_____ ___/___-___/___/___/___/___/___
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Bidder/Proposer

_____
Address of Bidder/Proposer

AFFIRMATION OF VENDOR AFFIDAVITS

Miami-Dade County
Department of Procurement Management

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008 (for goods and services) and July 1, 2008 (for design and construction), vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

5/09/2008

FAIR WAGE AFFIDAVIT

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ the
(PRINT NAME)

_____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 202_____.

_____Personally, known or_____ produced identification.

_____ _____
(Signature of Notary Public - State of Florida) **(Print, Type, or Stamp Commissioned Name of Notary Public)**

Type of identification produced:_____

CONTRACTOR DUE DILIGENCE AFFIDAVIT

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20

by _____ He or she is personally known to me ☐ or has produced identification

Type of identification produced _____

Signature of Notary Public		Serial Number
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

2/2014

SECTION 3: INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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1. SUPPLEMENTAL BIDDING REQUIREMENTS

1.01 BID FORMS

A. Estimated Quantities.

1. The Bid Form contains estimated quantities that are provided for bidding purposes only. The quantities shown on the Bid Form are approximate and only represent estimated planned requirements based on historical or specific disaster event. The County reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the length of the Contract.

2. The County does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The County's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

3. Bid Items which are estimated with a unit quantity of one are anticipated to be use in minimal quantities, if any, as approved by the Engineer. Any Contract provisions pertaining to adjustments in item prices shall not apply. Therefore, no adjustment shall be made to the unit prices awarded as a result of changes to the estimated quantities provided in the Bid Form. Final quantities shall be as approved by the Engineer.

B. Preparation of Proposal.

1. All blank spaces on the Bid Form for bid prices must be filled in ink, in both words and figures. In the event of any discrepancy in the entries for the price of any item, the unit price as shown in words shall govern unless both the extension and the unit prices shown in figures are in agreement with each other, in which case they shall govern over the unit price shown in words.

2. If the Bid is made by an individual, a sole proprietorship or an individual operating under a trade name, the name and post office address of the individual or owner must be shown in each instance. If made by a partnership, the Bid must be signed by one of the partners, and the names and addresses of the partners must be listed. If made by a corporation, the Bid must be signed by an authorized officer or agent of the corporation, the corporation must be clearly identified, and the corporate seal must be affixed. In addition, a Bid made by a corporation must also list the name of the state wherein the corporation was chartered and the business address of the corporation.

3. Bids must be submitted only on the hardcopy Bid form provided with these Contract Documents unless a revised Bid Form is provided by the County via Addendum, in which case the latest Bid Form provided by Addendum shall be used.

4. All required forms must be completed and submitted and, all blanks must be filled in.

C. Rejection of Irregular Proposals.

1. Bids will be considered irregular, and may be rejected, if they show omissions, alterations of form, additions not called for, conditions or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced either in excess of or below a reasonable cost analysis value.

D. Pay Items.

1. Any work not specifically mentioned in the pay items listed in the Proposal, but indicated on the plans and/or specifications, shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

1.02 BID SECURITY

A. Bid Security is not required for submittal packages for this proposal. However, in the event a declaration of emergency occurs, contractor will be required to obtain a performance and payment bond within 5 working days of commencing the Work, if the total awarded amount is over $200,000.00.

1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

A. This section shall apply only to the extent permitted under applicable regulations of the United States Department of State and the United States Department of Treasury.

B. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel.

1.04 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM

A. Miami-Dade County web-based Business Management Workforce System (BMWS)

1. The Subject project is a federally funded project, the instruction below are only to collect information from contractors and to track payments, the subject project does not have any SBD or local preference program. It is reported through the FDOT DBE Program.

2. Bidders must register under Miami-Dade County web-based Business Management Workforce System (BMWS). BMWS is managed by the Small Business Development (SBD) Division of the Internal Services Department. BMWS will be utilized to apply online for Small Business Enterprise (SBE) certification, manage County contracts, and track compliance with SBE Program measures, Workforce Program requirements, and subcontractor payments.

3. The use of this web-based system is mandatory for firms contracting with Miami-Dade County for the submission and verification of payment information and certified payrolls. Training for BMWS can be offered at the following web address: https://mdcsbd.gob2g.com/

1. BMWS will be accessible, at no charge, to all vendors doing – or interested in doing – business with Miami-Dade County. Key features include:

   a. Online application for Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Local Developing Business (LDB) certification

   b. Online registration for the Equitable Distribution Program (EDP)

   c. Enhanced online SBE, DBE, and LDB Directory, with key-word search capabilities

   d. Electronic submission of subcontractors for fulfillment of SBE requirements

   e. Electronic submission of contractors' utilization payments and verification of SBE payments via the web or a mobile device

   f. Automated tracking of progress towards meeting SBE goals

   g. Electronic submission of certified payrolls

   h. Electronic submission of workforce compliance data

   i. Automated notifications regarding compliance requirements

   j. Elimination of/or limited paper-based reporting

B. Small Business Enterprise-Construction Program Measures

   1. In accordance with Miami-Dade County Ordinances No. 97-52, 14-98, and 97-158; A.O. 3-22, no SBE-CONST Measures have been established for this Project.

1.05 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The Contractor shall comply with the requirements pursuant to 49 Code of Federal Regulations (CFR) Part 26 as implemented by the approved FDOT DBE Program.

B. For more information on the DBE Program refer to Article 1.10 of the Supplementary Conditions of these Solicitation Documents.

1.06 SITE INVESTIGATION

A. Examine the Contract Documents and the site of the proposed work, when applicable, carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

B. The bidder's submission of a proposal is sufficient evidence that the bidder has made an examination as described in this Article. Therefore:

   1. The bidder, by virtue of submitting their bid, acknowledges that they and all their subcontractors have satisfied themselves as to the nature and location of the Work or requirements of similar Work to be performed within Miami-Dade County Public Right-of-Ways. The general and local conditions include, but are not restricted to those bearing upon transportation and traffic maintenance; the disposal, handling and storage of materials; access roads to the site; site

constraints, restrictions and limitations; the conformation and conditions of the work area; and the character of equipment and facilities needed prior to and during the performance of the Work.

2. Failure on the part of the bidder to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if awarded the Contract.

1.07 CONTRACTOR QUALIFICATION REQUIREMENTS

A. Certificate of Competency Requirement:

1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:

a. Certificate of Competency from the County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor or concrete engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or

b. Certification, as a general contractor provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.511 of the Florida Statutes (F.S.). or;

2. Pursuant to Section 255.20, F.S. and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents include the Sidewalk Work Class.

B. Experience Requirement:

1. The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:

a. Providing a detailed description of at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:

1) The identified personnel and their assigned role and responsibilities for the listed project

2) The client name and address including a contact person and phone number for reference

3) Description of work

4) Total dollar value of the contract

5) Contract duration

6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and

7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations; or

b. Pursuant to Section 255.20, F.S., the County may consider a bid from a Bidder in good standing, meeting the license requirements above, that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification in the Sidewalk Work Class, Certification of Work Underway, and Status of Contract(s) On Hand.

2. The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.

1.08 AWARD OF CONTRACT

A. Multiple contracts may be awarded. If more than one award is made, award will be based off lowest responsive bid then the next lowest responsive bid and so forth and activated in the same order based on the contractor's availability and ability to satisfy the needs of the County at the time contacted. No quantities are guaranteed and there will be no unit cost adjustment for quantities required over or under the estimated quantities. The award of the Contract(s), if it be made in the County's sole discretion, shall be to responsive and responsible bidder(s) whose bid complies with all of the material terms of this solicitation, that comply with all requirements of any emergency relief program, including but not limited to FHWA Emergency Relief Program and is determined to be in the best interest of the County.

B. Since the award of this contract will be done under an emergency declaration, a notice to work issued via e-mail or approval to work, or once the contractor is called to perform the work, constitutes a contract with Miami Dade County. Then, a fully executed Notice to Proceed (NTP) Letter will be issued to the Contractor. All conditions for award must be satisfied including, but not limited to, compliance with all of the requirements set forth in the Recommendation for Award letter and federal guidelines. Contractor must provide the County with the completed and fully executed NTP Letter as soon as possible, so the contract can be ratified. The award is final only upon the County's receipt of a fully executed NTP Letter from the Contractor.

C. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.

D. By submitting a bid, the bidder acknowledges that the County shall have the right to investigate the existence of these factors in determining whether to award the bid, and to evaluate, without limitation, the bidder's outstanding commitments on other awarded contracts, its resources to perform the Work under the Contract, and its past performance.

E. The County reserves the right to waive any informality in, or to reject any or all bids. Bids from any person, firm or corporation in default upon any agreement with the County will be rejected.

F. The Bidders should be qualified by experience, financing, and equipment to do the work described in the Contract Documents. The County may require from the responsive and responsible Bidder(s), as a condition for Award, a list of the major construction equipment that is available to perform all the work required by the Contract. The list shall include all equipment required and available including: quantity; condition; make and model; whether owned or leased; and their present location. Actual proof of ownership (bills of sale or certified proof of a valid lease in the name of the firm submitting the Bid) of the equipment or the ability to secure the equipment prior to Contract Award is required. A visual inspection by the County of the equipment listed shall be facilitated within 10 days of submittal of the aforementioned list. Failure to meet the timeframes and conditions stipulated herein or in the Recommendation for Award may result in the disqualification of the Bidder.

1.09 PAYMENT AND PERFORMANCE BONDS

A. The successful bidder shall submit, within the timeframe stipulated in the Recommendation for Award, duly executed Payment and Performance Bonds, meeting the requirements of Section 255.05, F.S., on the forms prescribed by the Department or in Cash, each in the amount of the total contract price (i.e. the accepted total amount bid plus any contingency and dedicated allowances attributable to the Contract), as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable.

A. Per Resolution R-593-13, no payment and performance bond shall be required for a contract of $200,000 or less.

B. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount ($)	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

2. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, F.S. shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

   a. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

   b. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;

   c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

3. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

4. For contracts in excess of $500,000 the provision of Subarticle 2 above will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

6. The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

C. The Payment and Performance Bonds must be executed on the forms provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the contract award recommendation.

D. Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds.

E. The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

F. The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

G. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.

H. In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

1.10 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

Subparagraphs 2.9A through 2.9C and 2.9E through 2.9G of the Special Conditions to the CICC 7360-0/08 Contract are deleted and replaced with the following:

A. To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County, and the Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

B. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

C. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

D. Contractor shall furnish to the Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's compensation insurance for all employees as required by Florida Statute 440.

2. Commercial General Liability in an amount not less than $1,000,000 per occurrence $2,000,000 aggregate, not to exclude Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

4. Umbrella or excess liability insurance in an amount not less than $3,000,000 per occurrence and $3,000,000 in the aggregate.

   a. If Excess Liability is provided must be follow form for coverage's B and C.

   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 VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division. Or;

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

5. Certificate holder must read:

   MIAMI-DADE COUNTY,
   111 NW 1st STREET, SUITE 2340,
   MIAMI, FL. 33128.

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____ _____, as Contractor under the contract dated _____, 20 ___, between Principal and Miami-Dade County for the construction of _____ _____ Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 __.

CONTRACTOR

_____
(Contractor Name)

BY:

_____
(President) (Managing Partner or Joint Venture)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

_____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

SURETY:

_____

By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

SECTION 4: SUPPLEMENTAL INFORMATION

SUPPLEMENTARY CONDITIONS

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APPENDIX TO THE SUPPLEMENTARY CONDITIONS

Appendix A: Miami-Dade County Wages and Benefits

Appendix B: (OSHA) Forms 300, 300A and 301

Appendix C: Notice of Construction Clearing House Forms A, B and C

Appendix D: Residents First Training and Employment Program Compliance Forms (RTFE 1, RTFE 2, RFTE 3, and RFTE 4)

1. SUPPLEMENTARY CONDITIONS

1.01 MISCELLANEOUS CONSTRUCTION CONTRACT (7040 PLAN)

A. These Supplementary Conditions amend or supplement the Miscellaneous Construction Contract (MCC) CICC 7040-0/07, the MCC 7040 Plan, and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. All requirements of the Contract Documents, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect. The MCC Contract and Plan may also be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 (General Requirements) of the Contract Specifications.

1.02 APPLICABLE WAGE RATES

A. Amend Paragraph 2.23 of the CICC 7040-0/07 Miscellaneous Construction Contract by adding the following:

1. The applicable Standard Industrial Classification (SIC) manual code is SIC 16 Highway Construction. The Responsible Wages and Benefits Schedule (Construction Type: Highway) for wages and benefits to be paid for work performed under this Contract will be the schedule in effect on January 1st of the calendar year in which the work is performed. The Responsible Wages and Benefits Schedule in effect at the time of Project Solicitation is provided as Appendix "A" to these Supplementary Conditions. Updated Responsible Wages and Benefits Schedules are available at http://www.miamidade.gov/smallbusiness/responsible-wages-and-benefits.asp

2. When a required classification is not listed as a separate class in the County's Responsible Wage rates schedule (e.g. Traffic Signal Technician), Contractor must use Davis-Bacon Wages for said classification.

3. To ensure that payroll reporting can be done more securely, quickly and efficiently, and to eliminate paper-based payrolls, the County has adopted LCPtracker, a web-based Certified Payroll Management System. Use of the system is mandatory and at no additional cost to the contractor. LCPtracker can be interfaced with contractor's existing payroll system. For more information on LCPtracker software or training, please contact Small Business Development (SBD) Division at 305.375.3111

1.03 CONTINGENCY ALLOWANCE FOR TIME

A. Paragraph 2.66 of the CICC 7040-0/07 Miscellaneous Construction Contract is hereby amended to provide a Contingency Allowance for time extension not to exceed ten percent of the original Contract Duration pursuant to a written request by Contractor for a time extension for an Excusable Delay, as described in Paragraph 2.66 of the 7040 Miscellaneous Construction Contract, that affects the critical path schedule of the Contract or any previously approved changes. The request must be accompanied by written documentation that supports the justification of a time extension, and is subject to review and concurrence by the department Engineer, or designee. If approved, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent of the original Contract Duration rounded off to the next whole number.

1.04 WEATHER DELAYS

A. Schedule of Anticipated Weather Delay Days

1. The following schedule of average climatic range, based on National Oceanic and Atmospheric Administration (NOAA) normal data (1981-2010 Monthly Normals; GHCN Daily ID: USW00012839; MIAMI INTL AP, FL), will be used as the standard baseline for monthly evaluations of weather delays for this Contract.

Schedule of Anticipated Weather Delay Days												
Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	3	4	4	4	7	12	11	13	13	8	4	4

2. The above schedule provides the anticipated number of days each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days listed in the schedule, for each month, is included in the Work and is not eligible for extension of Contract Time. The Work Progress Schedule submitted by Contractor must reflect these anticipated adverse weather delays in all weather dependent activities.

B. Extension of Contract Time for Adverse Weather Days In Excess of the Standard Baseline

1. If the basis exists, in accordance with the Conditions of the Contract, for a claim for extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in a month that are in excess of the number of days listed above for that month in the Schedule of Anticipated Adverse Weather Delay Days.

2. Adverse Weather Day is defined, for the purpose of this Article, as the occurrence of one or more of the following weather conditions within a twenty-four (24) hour day that prevents scheduled critical path construction activity exposed to weather conditions:

   a. Precipitation in excess of one-tenth inch (0.10").

   b. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.

   c. Sustained wind in excess of twenty-five (25) miles per hour.

3. Adverse Weather Day may include "dry-out" days, resulting from precipitation that occurs beyond the Anticipated Weather Delay Days for the month, only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and, at a rate no greater than 1 make-up day for each precipitation day (or consecutive days) that total 1.0 inch or more of precipitation.

4. A Weather Delay Day may be counted by the Engineer, if adverse weather prevents work on the Project for fifty percent (50%) or more of the Contractor's normal scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday approved by the Engineer with construction activity scheduled that day.

5. No additional compensation will be made for weather delays.

C. Contractor Documentation and Submittals

1. Organize claim to facilitate evaluation by calendar month and submit in accordance with the claims submittal requirements of the Contract Documents. Documentation is required for each Adverse Weather Day that results in a Weather Delay. Identify the number if days claimed for the month that exceeds the Schedule of Anticipated Adverse Weather Delays. Documentation must include:

    a. Daily jobsite work logs showing which and to what extent critical path construction activities have been affected by adverse weather.

    b. Daily weather data, obtained from the nearest NOAA weather station or other independently verified source approved by Engineer at beginning of the Project, to support claim for time extension. NOAA Global Historical Climatology Network (GHCN) Daily data may be obtained from the NOAA website at http://www.ncdc.noaa.gov/cdo-web/search.

2. If an extension of Contract Time is appropriate and approved by the Department, such extension will be made in accordance with the requirements of the Contract Documents.

1.05 ADDITIONAL FUNDING SOURCE PROVISIONS

1. Contractor must comply with all requirements of various funding sources(s) for work issued under this Contract.

1.06 ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS

A. This Project is Set-Aside for Level III Small Business Enterprise-Construction Program (SBE-CONST). It is 100% self-performance

1.07 PROMPT PAYMENTS AND RETAINAGE:

1. In addition to Miami-Dade County Sec. 2-8.1.4. Sherman S. Winn Prompt Payment Ordinance and Administrative Order No.: 3-19 Prompt Payment, contractors, subcontractors and the County must also meet the requirements of Title 49 CFR part 26.29 and 26.37 and the Florida Prompt Pay Act. Prime contractors must pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a *"proper invoice"* is stamped received. Further, the prime contractor will return retainage payments to the subcontractor within 30 days of the sub-contractor's satisfactory completion of work.

2. Proper Invoice means an invoice which conforms to the present requirements of the County's finance system, which includes the issuance of a valid purchase order or contract as well as applicable change orders or amendments, and any rules promulgated from time to time by Administrative Order of the Mayor. A proper invoice must include a statement by the vendor/contractor waiving claims for extra direct and indirect costs or time associated with work preceding the date of the invoice, or a statement in sufficient detail containing all rights reserved for work already performed. All present requirements or future rules pertaining to the execution of a proper invoice are available to contractors at the pre-construction meeting.

3. In any case in which an improper invoice is submitted by a contractor, the County will, within ten (10) days after the improper invoice is received by it, notify the contractor that the invoice is improper and indicate what corrective action on the part of the vendor is needed to make the invoice proper.

4. In the event a dispute occurs between the contractor and the County concerning payment of an invoice, such disagreement shall be resolved not later than forty-five (45) days after the date on which the improper invoice was received by the County, and shall be concluded by final written decision of the Mayor or his or her designee(s), not later than sixty (60) days after the date on which the improper invoice was received by the County.

5. If the dispute is resolved in favor of the contractor, then interest shall begin to accrue as of the original date the payment became due.

6. All payments due from the County, and are not made by the appropriate due date as described above, shall bear interest from thirty (30) days after the appropriate due date at the rate of one (1) percent per month on the unpaid balance. One (1) month shall constitute a period beginning on any day of a month and ending on the same day of the following month. Any overdue period of less than one (1) month shall be considered as one (1) month in computing interest. Unpaid interest shall compound monthly.

7. The vendor must be responsible for preparing and delivering an invoice to the County for any interest accrued in order to receive the interest payment. The invoice must include the following:

   a. Date proper invoice received by County, its applicable invoice number and amount.

   b. Date punch list was completed.

   c. Date and corresponding reference number of applicable purchase order, requisition or contract.

   d. Payment due date.

   e. Date interest commences.

   f. Interest due at one percent per month on unpaid balance.

8. Contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subcontractor's work by the County and contractor's receipt of the partial retainage payment related to the subcontractor's work, whichever comes first.

1.08 COMMUNITY WORKFORCE PROGRAM

A. In accordance with Miami-Dade County Code §2-1701 and amended by Ordinance No. 13-66, this Contract has a 10.00% Community Workforce Program (CWP) Goal. Contractor is required to comply with CWP Participation. Additional information is available at the County's website at http://www.miamidade.gov/smallbusiness/community-workforce-program.asp.

B. Contractor must submit a Workforce Plan to the Miami-Dade County Internal Service Department, Small Business Development Division through the Department (via the Engineer) within 15 days from the Recommendation for Award. The Workforce Plan form along with instructions on how to complete the Workforce Plan can be obtained in the County's website at http://www.miamidade.gov/smallbusiness/business-development-forms.asp

1.09 CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES

A. Pursuant to Miami-Dade County Resolution R-1145-99, Contractor must post a notice of job opportunities with the Miami-Dade County Job Clearinghouse (JCH) within ten (10) business days of the contract award or no later than five (5) business days after start of construction. If job opportunities are available, complete all portions of the Notice of Construction Clearinghouse Job Opportunity form (Form B). If no job opportunities are available, complete a JCH Affidavit- No Notice(s) of Construction Job Opportunities form (Form C). Submit the completed Form B or C (with copies to the Engineer) to:

Miami-Dade County Internal Service Department
Small Business Development Division
Project Review and Analysis Section
Attention: Job Clearinghouse
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

B. Job applicants interested in posting an application for employment to be considered by contractors with job openings may complete a JCH Construction Clearinghouse Job Application (Form A) and submit it to the address provided in the Form.

C. The necessary forms are provided as Appendix "C" to these Supplementary Conditions. Additional information pertaining to the Miami-Dade County Job Clearinghouse is available in the County's website at http://www.miamidade.gov/sba/about-us-job-clearinghouse.asp.

1.10 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

A. In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61 (online at http://www.miamidade.gov/smallbusiness/business-development-legislation.asp), all contractors and subcontractors of any tier on (i) construction contracts valued in excess of $1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of $1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply, if applicable, with the following:

1. Bidders must:

a. Submit a completed Responsible Contractor Affidavit (Form RTFE 1), along with the Bid Submittal Package. The Responsible Contractor Affidavit shall verify the following:

1) Prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10-hour safety training course, and

2) Contractor will make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. County residents employed in furtherance of the goal set forth in the County's Community Workforce Program (CWP) shall be counted towards the 51% goal.

b. In the event that form RTFE 1 is not submitted along with the bid package, the County will provide a notice that the bidder has 48 hours from the time of notification to submit the form or their bid or proposal will be deemed nonresponsive and disqualified.

2. Prior to the issuance of a Notice to Proceed, contractors must also submit the following:

   a. A Construction Workforce Plan (Form RFTE 2) and supporting documentation;

   b. A list of all subcontractors to be used on the project;

   c. A Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and

   d. A list of all employees currently employed by the contractor.

   e. As per Miami-Dade County Resolution R-1181-18, Submit OSHA form 300 containing a list of the company's work-related injury and illness data; and OSHA inspection data, for the previous three years, for the contractor and first tier subcontractors. The Department of Labor Occupational and safety Health Administration (OSHA) Form 300, 300Aand 301 can be found under Appendix "B" of these Supplementary Conditions

3. Submit OSHA Safety Training Affidavit (Form RFTE 3) with all certified payrolls.

4. Submit a Workforce Performance Report (Form RFTE 4) within 30 business days of completion of the Project.

5. Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

6. Forms RFTE 1, RFTE 2, RFTE 3, and RFTE 4 are included under Appendix "D" to these Supplemental Conditions.

1.11 EMPLOY MIAMI-DADE PROGRAM

Employ Miami-Dade Program does not apply for this project.

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

A. In accordance with Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-63, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars ($1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars ($1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land:

1. The awarded Contractor is hereby notified that the County will consider whether the Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

2. Referral Procedures.

   a. Career Source South Florida shall compile and maintain the Employ Miami-Dade Register.

   b. The Contractor will notify Career Source South Florida of the vacancy by completing a Job Opening Form on the Employ Miami-Dade website (https://iapps.careersourcesfl.com/employmd/). The job order must contain a detailed description of the job responsibilities and qualifications.

   c. Career Source South Florida will then provide a list of qualified candidates available to the Contractor with copy to the Compliance Officer.

   d. Contractor will review the resumes and qualifications of the candidates, conduct interviews with those candidates who satisfy the minimum competency requirements, and make a good faith effort to fill at least 20% of the labor workforce required per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register through Career Source South Florida.

   e. Positions filled from the Employ Miami-Dade Register must be full-time, for at least 120 days, in order to be considered towards attainment of the 20% labor workforce threshold herein.

   f. If the 20% labor workforce per Contractor's Construction Workforce Plan from Employ Miami-Dade is not met on the contract, the Contractor must provide the Compliance Officer with a detailed explanation of its efforts.

   g. Career Source South Florida may have funds to pay a portion of the salaries for Employ Miami-Dade participants. It shall be the responsibility of the Contractor to contact Career Source South Florida directly to determine eligibility for, and make arrangements as applicable with, Career Source South Florida to pay a portion of the salaries for a specified period and/or during on the job training for the Employ Miami-Dade participants employed on the contract.

B. Prior to the issuance of a Notice to Proceed, Contractors must also submit the following:

   1. A Construction Workforce Plan (Form RFTE 2) and supporting documentation including:

      a. Specifying the total number of positions by trade that will be used by the Contractor and subcontractors to perform all the of the construction labor work.

      b. Indicate the number of positions to be filled by the Contractor from the Employ Miami-Dade Register.

      c. Contractor shall submit an updated Construction Workforce Plan to the Contracting Officer on a monthly basis.

C. Within thirty (30) days of completion, and prior to final payment, Contractors must also submit a Workforce Performance Report (Form RFTE 4) that includes the following information:

   1. The total number of construction labor work positions performed by Employ Miami-Dade participants with supporting documentation.

   2. Supporting documentation verifying reasonable efforts to promote Employ Miami-Dade if 20% labor workforce threshold was not met per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register.

   3. Determination if employee(s) will be retained beyond the contract.

D. The awarded Contractor is hereby notified that the County will consider whether a Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in AO 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

1.12 ACCEPTANCE TESTS

A. Replace Article 2.99 of the CICC 7040-0/07 Miscellaneous Construction Contract with the following:

B. When Contractor informs Engineer that the Work is ready for inspection and testing, Engineer may request, from a County approved laboratory, the tests necessary to confirm that the required material, compaction, or work specifications are met. If the results of the tests reveal that the applicable specifications have not been met, Contractor, without additional compensation, must perform, to the satisfaction of Engineer, all work necessary to meet the applicable specifications and is responsible for the costs of all re-testing required by Engineer and the Contract Documents.

C. The Department will pay the laboratory for the first test (pass or fail); any re-testing will be the responsibility of Contractor. The Department will only pay for re-testing when authorized, in writing, by Engineer.

D. Contractor must comply with the conditions of the agreement between Miami-Dade County and Laboratory.

1.13 CHANGE ORDER PROCEDURES AND BASIS FOR PAYMENT

A. Extra Work shall result in an equitable adjustment (increase or decrease) to the applicable RPQ representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the RPQ schedule for performance for both the Extra Work and any other Work affected by the Extra Work.

B. The County shall initiate the Extra Work procedure by a notice to Contractor outlining the proposed Extra Work. Upon receipt of the notice to proceed with the Extra Work, the Contractor is required to immediately start the Extra Work. The Contactor is required to obtain permission for an extension to start the Extra Work if it is beyond the Contractor's ability to start within the allotted timeframe.

C. The Contractor is required to provide the Project Manager with a detailed Change Order Proposal, if an Owner's Representative has been identified, which shall include requested revisions to the Contract, including but not limited to adjustments in the RPQ price and schedules for performance for the applicable RPQ. The change to the RPQ shall not exceed $100,000 or 10% of original RPQ, whichever is less. The Contactor is required to provide sufficient data in support of the cost proposal demonstrating reasonableness. In furtherance of this obligation, the County may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractors Change Order Proposal. The Contractor's Change Order Proposal must include any schedule revisions and an explanation of the cost and schedule impact of the extra Work on the project. If the Contractor fails to notify the Project Manager of the schedule changes associated with a Notice of Proposed Change Order by submitting a revised schedule document, it will be deemed to be an acknowledgment by Contractor that the proposed Extra Work will not have any scheduling consequences. The Contractor agrees the Change Order Proposal will in no event include a combined profit and home office overhead rate in excess of fifteen (15%) percent of the direct labor and material costs, unless the Project Manager determines that the complexity and risk of the Extra Work is such that an additional factor is appropriate. The Change Order Proposal may be accepted

or modified by negotiations between the Contractor and the County. If an agreement on the Extra Work is reached, both parties shall execute the Extra Work order in writing. The execution by the Contractor of the Extra Work order shall serve as a release of the County from all claims and liability to the Contractor relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the County relating to the Extra Work.

1.14 MIAMI-DADE COUNTY'S USER ACCESS PROGRAM (UAP).

A. On November 5, 2013 the Board of County Commissioners adopted Ordinance No. 13-103 eliminating the construction contract exemption to the User Access Program set forth in Section 2-8.10 of the Code of Miami-Dade County with the exception of Miscellaneous Construction Contract Program contracts with a total contract value of less than $500,000. Ordinance No. 13-103 retained the other exemptions listed in Section 2-8.10 of the Code including an exemption for contracts "funded with any funding source, including federal, which prohibits or restricts the application of the credit to the County effected in the UAP." As bond funding would be a funding source "which prohibits or restricts the application" of the UAP, construction contracts funded by bond proceeds (e.g., General Obligation Bond (GOB), People's Transportation Plan (PTP)) remain exempt from the application of the County's User Access Program.

B. UAP does not apply for this project, Therefore:

C. If applicable, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%) pursuant to Miami-Dade County Budget Ordinance No. 03-192. All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

1.15 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY.

A. The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to,:

1. Keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service

2. Providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law

3. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

4. Meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer.

B. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

C. For questions regarding the application of chapter 119, Florida Statutes, to The Contractor's Duty to Provide Public Records relating to this contract, contact the Custodian of Public Records at (305) 375-4735; isd-vss@miamidade.gov; 111 NW 1 Street, suite 1300, Miami, Florida 33128.

1.16 NONDISCRIMINATION

A. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

B. By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.17 CONTRACTOR DUE DILIGENCE AFFIDAVIT

A. In accordance with Board of County Commissioners Resolution 63-14, Contractor, as a condition of award, must submit Contractor Due Diligence Affidavit Form on any contract that exceeds $1 million, or that is otherwise subject to Board approval.

1. Affidavit is attached in Section 2 of these Solicitation Documents and must be included in the solicitation package. Form requires that Contractors attest to the following under oath:

   a. All of the lawsuits that have been filed against that entity, its directors, partners, principals, and/or board members, based on breach of contract by that entity in the five years prior to bid or proposal submittal, including the case name and number and the disposition of the case;

   b. Any instances in the five years prior to bid or proposal submittal where that entity has been defaulted and a brief description of the circumstances; and

   c. All of the instances in the five years prior to bid or proposal submission where that entity has been debarred or received a formal notice of non-compliance or non-performance,

showing that the Department has not been prejudiced by the Contractor's failure to so comply and, in the event the Department has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Department will reduce any equitable adjustment claimed by the Contractor to reflect the damage.

C. Claim Submittals

1. Claims or requests for equitable adjustments filed by the Contractor shall be filed in full accordance with this article no later than 30 calendar days after the act giving rise to the claim and in sufficient detail to enable the Department to ascertain the basis and amount of said claims. In the case of continuing or on-going claim events, the Contractor shall be allowed to periodically amend his claim to more accurately reflect the impact of said claim, until the end of the claim event. No claims for additional compensation, time extension or for any other relief under the Contract shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Contract.

2. The Department will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish, when requested by the Project manager, such further information and details as may be required to determine the facts or contentions involved in his claims. The cost of claims preparation or Change Order negotiations shall not be reimbursable under this Contract.

3. Any work performed by the Contractor prior to Notice-to-Proceed (NTP) shall not be the basis for a claim from the Contractor of any kind.

4. Each claim must be certified by the Contractor as required by the Miami-Dade Code, False Claims Act (see Code Section 21-255, et seq.), and accompanied by all materials required by Miami-Dade County Code Section 21-257. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:

   a. The claim is made in good faith;

   b. The claim's supporting data is accurate and complete to the best of the person's knowledge and belief;

   c. The amount of the claim accurately reflects the amount that the claimant believes is due from the Department; and

   d. The certifying person is duly authorized by the claimant to certify the claim.

5. In order to substantiate time-related claims (delays, disruptions, impacts, etc.), the Contractor shall, if applicable and as determined by the Department, submit, in triplicate, the following information:

   a. Copy of Contractor's notice of claim in accordance with this article. Failure to submit the notice is sufficient grounds to deny the claim.

   b. The approved, as-planned Schedule in accordance with the applicable section of the Contract Documents and computer storage media, if applicable.

   c. The as-built Schedule reflecting changes to the approved schedule up to the time of the impact in question and computer storage media if applicable.

F. Should inclement weather limit or stop the work, notify Engineer of such. Article 1.04 of these Supplemental Specifications describe Weather Delays adjustments.

Limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.

1.19 CLAIMS

A. Amend Paragraph 2.86 of the CICC 7040-0/08 Miscellaneous Construction Contract by adding the following:

B. Notice of Claims

1. The Contractor will not be entitled to additional time or compensation otherwise payable for any act or failure to act by the Department, the happening of any event or occurrence, or any other cause, unless he shall have given the Project manager a written notice of claim therefore as specified in this article.

2. The Contractor shall provide immediate verbal notification with written confirmation within forty-eight (48) hours of any potential claims and of the anticipated time and/or cost impacts resulting thereof. The written notice of claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim.

3. It is the intention of this article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the Project Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

4. The notice requirements of this article are in addition to those required in other articles of these Contract Documents, inclusive of the conditions listed under the MCC Plan.

5. The Contractor shall segregate all costs associated with each individual claim including but not limited to labor, equipment, material, subcontractor and supplier costs, and all other costs related to the claim. In the event that the Contractor has multiple claims, the Contractor will segregate each claim individually including the respective costs associated with each claim. Failure to segregate claims and their respective costs will be grounds for the Department's rejection of the claim. No "total cost claims" shall be allowed under this Contract.

6. The Contractor must maintain a cost accounting system as a condition for making a claim against the Department. The cost accounting system must segregate the costs of the work under the Contract (non-claims-related) from claims-related and other Contractor costs through the use of a job cost ledger and be otherwise in compliance with general accounting principles.

7. If the Department decides to pay all or part of a claim for which notice was not timely made, the Department does not waive the right to enforce the notice requirements in connection with any other claim.

8. Inasmuch as the notice of claim requirements of this article are intended to enable the Project Manager to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Department. Therefore, a claim that does not comply with the notice requirements above shall not be considered unless the Contractor submits with his claim proof

1) Time Sheets.

2) Materials invoices

3) Equipment invoices

4) Subcontractors' payments

5) Other related documents as required by the Project Manager.

m. The Contractor shall make all his books, employees, work sites and records available to the Department or its representatives for inspection and audit.

6. No payment shall be made to the Contractor by the Department for loss of anticipated profit(s) from any deleted work.

7. As indicated above, the Project Manager and the Field Representative shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within sixty (60) days after a claim has been received, the claim shall either be rejected with an explanation as to why it was rejected or acknowledged. Once the claim is acknowledged, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent Work Order or Change Order. If the parties fail to reach an agreement on a recognized claim, the Department shall pay to the Contractor the amount of money it deems reasonable, less any appropriate retention, to compensate the Contractor for the recognized claim.

8. Failure of the Contractor to make a specific reservation of rights regarding any such disputed amounts in the body of the Change Order which contains the payment shall be construed as a waiver, abandonment, or relinquishment of all claims for additional monies resulting from the claims embodied in said Change Order. However, once the Contractor has properly reserved rights to any claim, no further reservations of rights shall be required and the Contractor shall not be required to repeat the reservation in any subsequent change order. Prior reservation of rights may however be modified, by express reference, in subsequent change orders. Notwithstanding the aforementioned, at the time of final payment under the Contract, the Contractor shall specify all claims which have been denied and all claims for which rights have been reserved in accordance with this section. Failure to so specify any particular claim shall be constructed as a waiver, abandonment, or relinquishment of such claim.

1.20 DISPUTES

A. Amend Paragraph 2.89 of the CICC 7040-0/07 Miscellaneous Construction Contract by adding the following:

B. Disputes

1. The following provisions shall govern disputes under this Contract unless the Special Provisions to this Contract contain the requirement for the use of an alternate dispute resolution method. For example, for large projects of great complexity, a Dispute Review Board (DRB) may be employed by the Department to settle disputes in lieu of the Department Director or Office of the Mayor (OOM) designee as specified below. In this case, the DRB alternative shall be specified by the Department in the Special Provisions and, if utilized, shall supersede this dispute provision.

a. In the event the Contractor and the Department are unable to resolve their differences concerning any determination made by the Project Manager or Department on any dispute or claim arising under or relating to the Contract (referred to in this Section as a "Dispute"),

d. The basis for the duration of the start and finish dates of each impact activity and the reason for choosing the successor and predecessor events affected in the schedule shall be explained. Also, the basis for the duration of any lead/lags inserted into the schedule and the duration in related activity duration shall be explained.

e. A marked-up as-built Schedule indicating the causes responsible for changes between the as-planned and as-built schedule and establishing the required cause and effect relationships.

f. After indicating specific time related changes on the as-built schedule, the documentation must be segregated into separate packages with each package documenting a specific duration change identified previously. This documentation package shall include Change Orders, Change Notices, Work Orders, written directions, meeting minutes, etc., related to the change in duration.

g. Any loss of efficiency, acceleration, disruption and loss of productivity claims shall be compensated as part of the Liquidated Indirect Costs paid for compensable, excusable delays and mark-up on Direct Cost of changes as allowed by the Contract. Total cost and modified total cost claims will not be accepted and the Contractor agrees to waive the right to seek recovery by these methods. The claimed delay shall not result from a cause specified in the Contract Documents as a non-excusable delay.

h. The Contractor assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation described under Liquidated Indirect Costs:

   1) Home office expenses or any Direct Costs incurred allocated from the headquarters of the Contractor;

   2) Loss of anticipated profits on this or any other project;

   3) Loss of bonding capacity or capability;

   4) Losses due to other projects not bid upon;

   5) Loss of business opportunities;

   6) Loss of productivity on this or any other project;

   7) Loss of interest income on funds not paid;

   8) Costs to prepare, negotiate or prosecute claims and

   9) Costs spent to achieve compliance with applicable laws and ordinances (excepting only sales taxes paid shall be reimbursable expense subject to the provisions of the Contract Documents).

i. All non-time-related claim items for additional compensation for Direct Costs shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.

j. Cost information shall be submitted in sufficient detail to allow for review. The basis for the budgeted or actual costs shall include man-hours by trade, labor rates, material and equipment costs etc. These costs shall be broken down by pay.

k. The documentation for budgeted cost shall, as a minimum, include:

   1) Copies of all the Contractor's bid documents, bid quotes, faxed quotes, etc.

   2) Copies of all executed subcontracts.

   3) Other related budget documents as requested by the Project Manager.

l. The documentation for actual cost shall, as a minimum, include:

prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Department Director or OOM designee's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

h. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Department's interpretation. Any presentation or request by the Contractor under this article will be subject to the same requirements for Submittal of Claims in this article.

1.21 EXTRA WORK

A. The following Subarticle replaces the following items: Articles 2.92, Extra Work, and portion of Article 2.94, Change Order Procedure and Basis for Payment of the MCC 7040 Plan.

1. Contractor may be asked to perform extra work, for which there is no price included in the Proposal, wherever it is deemed necessary or desirable by the Engineer to satisfactorily complete the Project as contemplated, and such extra work must be performed promptly in accordance with the Specifications and as directed by the Engineer, provided, however, that before any extra work is begun, a written order from the Engineer to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing.

2. All changed or added work so authorized shall be performed by the Contractor at the time and in the manner specified.

3. The Change Order shall include, as a minimum:

   a. Scope of work to be added, deleted or modified;

   b. Cost of work to be added, deleted or modified;

   c. The Contract time extension or reduction in contract time in the case of deleted work required to perform the work to be added, deleted or modified;

   d. Full release of claims associated with the Contract through the date of the change order, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

4. The Work Order shall include, at a minimum:

   a. Scope of work to be added, deleted or modified;

   b. Cost of work to be added, deleted or modified;

   c. The Contract time extension required to perform the work to be added, deleted or modified;

   d. Full release of claims associated with the work order work, or a reservation of claims identified as to each claim reserved, the scope of the work, the maximum cost of the work, and the maximum number of days of Contract time requested, shall be specified.

B. Extra Work Payment

1. The following Subarticle replaces the following items: Articles 2.92, Extra Work, and portion of Article 2.94, Change Order Procedure and Basis for Payment of the MCC 7040 Plan.

either the Contractor or the Department may initiate a dispute in accordance with the procedure set forth in this article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

b. For contracts with a value of $5 million or less, all Disputes under this Contract shall be decided by the Department Director or his designee. For contracts valued at more than $5 million, Disputes shall be decided by a designee appointed by the OOM.

c. As soon as practicable, the Department Director or OOM designee shall adopt a schedule for the Contractor and the Department to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Department Director or OOM designee shall afford each party an opportunity to present a maximum of one hour of argument. The Department Director or OOM designee may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Contract. As part of such decision, the Department Director or OOM designee shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Department Director or OOM designee shall have the authority to rule on questions of law, including disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Department Director or OOM designee is authorized by both parties to strike elements of claims seeking relief or damages not available under the contract (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

d. In the event that the Department Director or OOM designee determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Department Director or OOM designee at his reasonable discretion.

e. No formal discovery shall be allowed in connection with any proceeding under this article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this contract shall remain in force and effect throughout the proceeding. The Department Director or OOM designee shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this contract shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.

f. The Department Director or OOM designee shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or subcontractor claims.

g. If either party wishes to protest the decision of the Department Director or OOM designee, such party may commence an action in a court of competent jurisdiction, within the periods

6. All extra work performed hereunder will be subject to all of the provisions of the Contract. Whenever, in the judgment of the Engineer, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Contract, or the application of the unit price will result in unacceptably high costs to the Department, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before the extra work order is issued, extra work and material will be paid for in the following manner:

   a. For all labor, including a working foreman in direct charge of the specified operation, the Contractor will receive a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the Contractor may charge one hundred (100) percent of his hourly wage rate; for a foreman who only directs workers in the performance of their work, the Contractor may charge the following: twenty five (25) percent of the working foreman's salary for directing up to two workers in their work; fifty (50) percent of sum salary for directing up to four workers in their work; seventy-five (75) percent for directing five workers in their work; and one hundred (l00) percent for directing six workers or more their work, to which shall be added an amount equal to fifteen percent of such sum, and the total thereof shall be full compensation to the Contractor for performing the work, which includes overhead and profit, home office expenses, general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid their labor burden costs of social security taxes, unemployment· insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.

   b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which costs will be added ·an amount equal to ten (10) percent thereof, for full compensation which includes overhead, profit and home office expenses.

   c. For any construction equipment or special equipment including fuel and lubricants, required for the economical! Performance of extra work, excluding the small tools and ordinary equipment as specified above, the Engineer shall allow the Contractor a rental price to be agreed upon in writing before such work is begun, for every 1 hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in. the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented form a recognized equipment rental company, the Contractor will be paid for every hour that the equipment is actually working at the hourly rental rate to which will be added ten (10) percent for fuel, maintenance and lubricants for rented equipment.

7. Contractor's representative and the Counties representative will compare records of extra work done at the end of each day. Such records will be made in duplicate upon a form provided for such purpose by the Counties representative, and shall be signed by both the counties representative and the Contractor's representative, one copy being submitted to the Engineer and the other being retained by the Contractor.

8. Contractor upon certified statements will submit all claims for extra work done, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements, accompanied by copes of the orders authorizing the performance of the work, shall be submitted to the Engineer for inclusion in the estimate of month. In which the work was actually done, where allowance account funds are available in the contract. If no allowance account fund is available, the extra work shall be paid for, subject

2. If Work is ordered, changed, or deleted which is not covered by Unit Prices, then, a NAM must be executed.

3. Extra work, for a complete job, will be paid for in a lump sum or at unit prices agreed to in writing by the Engineer and the Contractor before the extra work is ordered for performing the work. Payment for lump sum work will be based on the following:

   a. Contractor shall submit to the Engineer an estimated proposal containing a complete breakdown of costs to perform the work to which shall be added an amount equal to fifteen (15) percent of such sum for labor and the total thereof will be full compensation to the Contractor for performing the work which includes overhead and profit, home office expenses for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall include their labor burden costs of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations and insurance and Contractor's public liability and property damage insurance involved in such extra work, based on the wages paid to such labor. Contractor's documentation of the labor burden costs must be provided upon demand by the Engineer.

   b. For all materials used, Contractor will include the estimate total cost of such materials, including taxes and freight charges, to which cost will be, added an amount equal to ten (10) percent thereof; for full compensation that includes overhead, profit and home office expenses.

   c. For any construction equipment .or special equipment including fuel and lubricant required for the economical performance of extra work, the Engineer will pay the Contractor a rental price, for every hour that such construction equipment or special equipment is estimated to operate on the work. This provision is intended to pay for heavy or special construction equipment; the County shall therefore not pay for small tools and equipment ordinarily used in construction. Where there is a question as to whether payment pursuant to this section is valid the Engineer will make the final determination as to the validity of such payment. The hourly rental price of such construction or special equipment will not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. In the event that the equipment is not owned by the Contractor or his companies and the equipment is rented from a recognized equipment rental company, the Contractor will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten (10) percent for fuel, maintenance and lubrication for rented equipment.

4. Contractor is required to include a statement certifying that the proposal is consistent with the Plans and Specifications and he has reviewed all the costs for extra work and has found them to be accurate, fair and reasonable. If extra work is ordered, it must be included in the Contractor's monthly estimate when Allowance Account funds are available in the Contract for the work actually done. An Allowance Account expenditure form shall be prepared and executed by all appropriate parties to the Contract. If no allowance account funds are available a change order will be issued.

5. The performance of any extra work or the furnishing of any extra material which, in the judgment of the Engineer, is of like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Engineer shall so provide, be paid for at the unit price bid for such item or items, where Allowance Account funds are available in the Contract with the Contractor's monthly estimate, for the work actually done. Said Allowance Account funds shall be transferred to the various Proposal payment item funds via the Allowance Account expenditure form, to allow payment for this extra work without depletion of the payment item fund.

to approval of a change order for the work, by the county representative via Expedite Ordinance or the Board of County Commissioners.

9. If required, the Contractor shall produce any books, vouchers, other records, or memoranda .that will assist the Engineer in determining the true, necessary cost of work and materials to be paid for on a cost plus basis.

10. In the event that the Contractor employs a subcontractor to perform his extra work for any portion of the lump sum work, or for any portion of extra work, material or equipment. Contractor may charge an additional ten (10) percent for his full compensation for overhead, profit, home office expenses and general supervision for the portion of work performed by the .subcontractor.

11. The subcontractor must comply with all the requirements of the Contract for his portion of extra work and be compensated as permitted within this Section for the extra work.

12. No additional compensation will be paid for overhead, profit, home office expenses or supervision to any subcontractors working for subcontractors.

1.22 WARRANTY OF CONSTRUCTION

A. For a period of one year, except as provided below, from the date of Final Acceptance, the Contractor warrants that the Work conforms to the Contract requirements and the RPQ requirements and is free of any patent and/or latent defect of the material or workmanship.

1. Exception to the above year warranty:

   a. Where the manufacturer of material provides a warranty in excess of one (1) year, the Contractor shall provide an assignment of warranty to the County with the manufacturer's written authorization. Contractors shall be obligated to provide to the County copies of all manufacturer's warranties and guarantees. Where the County specifies in an RPQ a warranty greater than one (1) year, such warranty will only be for the specified RPQ.

   b. The warranty hereunder shall be in addition to whatever rights the County may have under law. The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part of component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.

   c. In the event the Contractor fails to repair or replace defective Work in accordance with the terms of the Contract, the RPQ, and this warranty, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the Contractor under any contract between the County and the Contractor.

   d. The warranty covering defective Work shall be reinstated for a period of one (1) year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part component, or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this paragraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.

e. As specified in the construction documents. All guarantees and warranties under the Contract are fully enforceable by the County acting in its own name.

APPENDIX A OF THE SUPPLEMENTARY CONDITIONS

RESPONSIBLE WAGES

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS
SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **HIGHWAY**

Highway Construction projects include the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

LCPTRACKER – CONTRACTOR QUICK START GUIDE

2024

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SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of § 2-11.16 *et seq.*, Code of Miami-Dade County (the "Code"), pertaining to Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Conditions is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices
7. Other State and Federal Wage Laws

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the combined dollar value (hourly rate and benefits) listed in the Wages and Benefits Schedule for the work being performed. Payment to workers shall be made in the form of a check, money order or direct deposit and no less than bi-weekly and without subsequent deduction, except for payroll deductions directed or permitted by law or by a collective bargaining agreement. Cash payments are not allowed. The rates paid shall be no less than those contained in the Wages and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wages and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceeds the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee as an increase to their base pay.

Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

Payments made irrevocably to a trustee or third party pursuant to a bona fide fringe benefit fund, plan or program for health, life, death, and dismemberment, dental, vision insurance and retirement/pension can be credited towards meeting the required wages. These payments must be made not less often than quarterly. Annual payments to a fringe benefit fund, plan or program will not be accepted.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Classification Not Listed in the Wage Schedule

If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Office of Small Business Development. Questions concerning the comparability of worker classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Office of Small Business Development
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Neither the contractor nor any subcontractor on the project may terminate an employee

performing work on the contract because of such employees filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wages and Benefits Schedule is a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B below. Contractors must pay all back wages and penalties on previous contracts before being awarded or participating on a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to twenty percent (20%) of the first underpayment; forty percent (40%) of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to sixty percent (60%) of the underpayment. A fourth underpayment violation within a three (3) year period shall subject the contractor to debarment to be initiated by SBD in accordance with the debarment procedures of the County. A fourth underpayment violation shall also constitute a default of the subject contract and shall be cause for suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three (3) years.

For violations other than under payment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars ($500.00) per week for each week in which the violation remains outstanding.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required, and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor and all subcontractors must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. LCPtracker

Each contractor and every low-tier subcontractor are required to submit all certified payrolls and labor compliance documentation electronically by the 10th of every month for the previous month using LCPtracker, a web-based Certified Payroll Management System (www.lcptracker.net). The system is managed by Small Business Development ("SBD"), a division of the Internal Services Department. The use of the system is **mandatory**, pursuant to Miami-Dade County Ordinance No. 18-33.

Each contractor and subcontractor on applicable contracts will be provided with a username and password to access LCPtracker system. Use of the system will involve data entry of weekly payroll information including employee name, social security number, trade classification, total hours, and fractions of hours for every type of trade classification work performed on the project, and wage and benefits paid. LCPtracker' s software can also interface with most payroll and accounting software programs that are capable of generating a CSV (comma delimited file). If your program does not have this capability, LCPtracker may be able to build an interface to communicate with your accounting software.

Hands-on training sessions for the LCPtracker system are available. To RSVP, please visit https://mdcsbd.gob2g.com/events.asp and select the training session you would like to attend.

If you are not able to attend a training class in person, there are other free training options available for contractors:

Option 1: Web-Based Training Sessions. Online and live training sessions facilitated by members of LCPtracker' s Customer Support Team are offered several times per month. All you need to participate is a computer with internet access, an email address, and access to a phone.

- Go to the LCPtracker Website: www.lcptracker.net
- Enter your username/password.

- Select "Watch Now" on the Projects tab and register for the Online training sessions.

Option 2: Computer-Based Training Courses. Pre-recorded videos can be viewed at any time by logging into the LCPtracker website (www.lcptracker.net) and following these simple steps:

- Enter your username/password.
- Select the "Training Materials" link located at the top of the page.
- Select Contractor Training Videos

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be a reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will investigate the complaint and notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified shall constitute a waiver

of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation. The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor/subcontractor to the employee on the work and the amounts received by such employee where violations have been found.

Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure, but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce these provisions and may be awarded back pay, benefits, attorney's fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11(4)(c), Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars ($500.00) for each week each employer is found to have violated these provisions.

B. Hearings

A contractor or subcontractor has the right to an administrative hearing to appeal a determination of non-compliance within (30) days of the notice. To request a hearing the contractor or subcontractor must file a written request along with a $250.00 non-refundable filing fee with the County Mayor or his or her designee. Upon timely receipt of a request for an administrative hearing request, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the Hearing Officer and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made

within a reasonable period, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Conditions shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. All apprentices participating on a project must be approved in LCPtracker by SBD. LCPtracker will not allow a contractor to enter an apprentice on its certified payrolls until SBD has received and approved the Apprenticeship Certification, which is only valid for 90 days after issuance. To obtain SBD's approval, the Program Sponsor must submit the Apprenticeship Certification to:

Office of Small Business Development
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

A numeric ratio of apprentices to journeyworkers is required to be consistent with proper training, safety, and continuity of employment. It shall be the responsibility the employer to ensure that the allowable ratio of apprentices to journeyworkers is consistently maintained by the employer on each specific job site. The number of apprentices per employer shall not be greater than the ratio listed in the Wages and Benefits Schedule. If the number of apprentices working on the project for each employer is greater than the ratio permitted, the apprentices must be paid the wage rate on the Wages and Benefits Schedule for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Summary of Apprentices

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the apprenticeship rate.

7. OTHER STATE AND FEDERAL WAGE LAWS

All Miami-Dade County contracts require contractors to comply with all applicable state and federal wage laws including payment of overtime. To obtain information regarding these laws, please visit the U.S. Department of Labor Wage and Hours Division at www.dol.gov/whd.

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"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
BRICKLAYERS				
Bricklayer	$ 28.50	$ 5.70	$ 3.15	**$ 37.35**

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	$ 18.53	$ 5.70	$ 3.15	**$ 27.38**
2nd 6 month period	$ 19.95	$ 5.70	$ 3.15	**$ 28.80**
3rd 6 month period	$ 21.38	$ 5.70	$ 3.15	**$ 30.23**
4th 6 month period	$ 22.80	$ 5.70	$ 3.15	**$ 31.65**
5th 6 month period	$ 24.23	$ 5.70	$ 3.15	**$ 33.08**
6th 6 month period	$ 25.65	$ 5.70	$ 3.15	**$ 34.50**

Apprentice Ratio: There shall be one (1) apprentice for every three (3) journeymen.

Scope of work under this trade includes but is not limited to: all forms of masonry construction, including all brick, stone, concrete block, marble, cement, plaster, mosaic, tile, terrazzo, terra cotta, glass block, refractory materials, and pointing-cleaning-caulking. The complete installation of all forms of masonry panels including the on-site fabrication, all intergral elements of masonry construction and all forms of substitute masonry materials or builiding systems thereto utlized. Cement Maon, Concrete Finisher and Tile Setter.

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CARPENTERS				
Carpenters	$ 26.95	$ 5.65	$ 6.90	**$ 39.50**
Foreman (5 or more workers)	$ 29.11	$ 5.65	$ 6.90	**$ 41.66**
Foreman (12 or more workers)	$ 30.18	$ 5.65	$ 6.90	**$ 42.73**
General Foreman (2 or more Foremen)	$ 31.26	$ 5.65	$ 6.90	**$ 43.81**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
1st 6 month period	$ 18.06	$ 5.65	$ 6.90	**$ 30.61**
2nd 6 month period	$ 18.06	$ 5.65	$ 6.90	**$ 30.61**
3rd 6 month period	$ 19.41	$ 5.65	$ 6.90	**$ 31.96**
4th 6 month period	$ 20.76	$ 5.65	$ 6.90	**$ 33.31**
5th 6 month period	$ 22.10	$ 5.65	$ 6.90	**$ 34.65**
6th 6 month period	$ 23.45	$ 5.65	$ 6.90	**$ 36.00**
7th 6 month period	$ 24.80	$ 5.65	$ 6.90	**$ 37.35**
8th 6 month period	$ 26.15	$ 5.65	$ 6.90	**$ 38.70**

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Railing

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

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ELECTRICAL WORKERS				
Electrician - Wireman	$ 39.81	$ 6.50	$ 5.97	**$ 52.28**
Electrician - Cable Splicer	$ 40.31	$ 6.50	$ 6.05	**$ 52.86**
Traffic Signal Installer	$ 19.07	$ -	$ -	**$ 19.07**
Welder	$ 40.31	$ 6.50	$ 6.05	**$ 52.86**
Foremen - Required on any job where 3-9 electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.	$ 43.79	$ 6.50	$ 6.57	**$ 56.86**
General Foreman (22 or more Electricians)	$ 47.77	$ 6.50	$ 7.17	**$ 61.44**

Per Hour Premiums:

$1.00 per hour to the per hour wage rate for electricians working in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see pages 7-8 of the Supplemental General Conditions for more information.

1st year	$ 19.84	$ 4.57	$ 0.60	**$ 25.01**
2nd year	$ 20.98	$ 4.57	$ 3.15	**$ 28.70**
3rd year	$ 23.22	$ 4.57	$ 3.48	**$ 31.27**
4th year	$ 25.47	$ 4.57	$ 3.82	**$ 33.86**
5th year	$ 29.86	$ 4.57	$ 4.48	**$ 38.91**

APPRENTICE RATIO: Two (2) Apprentices to 1-3 Wiremen, Cable Splicer or Welders, four (4) Apprentices to 4 to 6 Wiremen, Cable Splicer or Welders, six (6) Apprentices to 7 to 9 Wireman, Cable Splicer or Welders

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems , pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear. Pre-fabricated parts and materials shall be unloaded, distributed and installed by employees covered under this trade and working for the electrical contractor. There are no restrictions on an employers utilization of pre-fabricated or pre-assembled parts, fixtures or other materials when obtained from a third party supplier, except as set forth above.

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ELECTRICAL WORKERS (ELECTRIC SIGN)				
Electrical - Wireman	$ 39.81	$ 6.50	$ 5.97	**$ 52.28**
Foreman - Required on any job where ten (10) Electricians are employed, one shall be designated foreman.	$ 43.79	$ 6.50	$ 6.57	**$ 56.86**

Per Hour Premiums:

$2.00 per hour to the per hour wage rate for a Electrician working in high places, seventy-five feet (75') above the ground floor except safety-guarded swing stage, walkways, or 2 man remote baskets.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see pages 7-8 of the Supplemental General Conditions for more information.

1st year	$ 19.84	$ 4.57	$ 0.60	**$ 25.01**
2nd year	$ 20.98	$ 4.57	$ 3.15	**$ 28.70**
3rd year	$ 23.22	$ 4.57	$ 3.45	**$ 31.24**
4th year	$ 25.47	$ 4.57	$ 3.82	**$ 33.86**
5th year	$ 29.86	$ 4.57	$ 4.48	**$ 38.91**

APPRENTICE RATIO: Two (2) Apprentices to 1-3 Wiremen, four (4) Apprentices to 4 to 6 Wiremen, six (6) Apprentices to 7 to 9 Wiremen

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

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IRONWORKERS				
Ironworkers	$ 27.75	$ 6.00	$ 6.27	**$ 40.02**
Foreman *	$ 30.53	$ 6.00	$ 6.27	**$ 42.80**
General Foreman *	$ 33.30	$ 6.00	$ 6.27	**$ 45.57**

* A foreman is required when two (2) or more Ironworkers are employed by one employer, one shall be a foreman. When the crew exceeds 12 or more, another foreman is required. A general foreman is required if three (3) or more Ironworker Foreman are employed on a job.

Per Hour Premiums:
Diving Pay add $40.00 rental plus $5.00 to the Ironworker's wage rate.

Apprentices:
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see pages 7-8 of the Supplemental General Conditions for more information.

1st 6 months - 800 Hours	$ 16.65	$ 6.00	$ -	**$ 22.65**
2nd 6 months - 800 Hours	$ 18.04	$ 6.00	$ -	**$ 24.04**
3rd 6 months - 800 Hours	$ 19.43	$ 6.00	$ -	**$ 25.43**
4th 6 months - 800 Hours	$ 20.81	$ 6.00	$ -	**$ 26.81**
5th 6 months - 800 Hours	$ 22.20	$ 6.00	$ -	**$ 28.20**
6th 6 months - 800 Hours	$ 23.59	$ 6.00	$ -	**$ 29.59**
7th 6 months - 800 Hours	$ 24.98	$ 6.00	$ -	**$ 30.98**

APPRENTICE RATIO: One (1) Apprentice to four (4) Ironworkers. For ornamental work one (1) Apprentice to two (2) Ironworkers

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types), column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, glazing – caulking – sealants and louvers - fixed.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.				
LABORERS				
Laborer	$ 20.00	$ 4.50	$ 3.86	**$ 28.36**
Asphalt Laborer: Includes Manual Raker, Manual Shoveler, Manual Spreader	$ 16.20	$ -	$ -	**$ 16.20**

Per Hour Premiums:
Laborer Foreman (For every 4 laborers) - **$2.00** per hour on top of the highest paid laborers
General Foreman (15 or more laborers) - **$3.00** per hour on top of the highest paid laborers

$2.00 - Mason and Plaster Tenders, Concrete Placement-Patchmen, and Finisher Tenders, Scaffold Builders, Strippers and Wreckers (demolition), Electric and Air-Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper & Mixers, Cutting Torch, Hydro-Blasting (pressure washing) , Chain Saw.

$3.50 - Sidewalks and curb and gutter form builders and setters, Plaster and Concrete Finish and Repair, Loader, Lulls, Forklifts, Bobcats, Water Sewer and Storm Drain Pipe layers, Asbestos Removal, Hazardous Waste and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T. V. crew should be classified and paid as laborer. The CCTV Operator should receive the $3.00 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vactor Trucks Operator is listed under the Operating Engineers Wage Schedule.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see pages 7-8 of the Supplemental General Conditions for more information.

1st 6 month period	$ 16.00	$ 4.50	$ 3.86	**$ 24.36**
2nd 6 month period	$ 17.00	$ 4.50	$ 3.86	**$ 25.36**
3rd 6 month period	$ 18.00	$ 4.50	$ 3.86	**$ 26.36**
4th 6 month period	$ 19.00	$ 4.50	$ 3.86	**$ 27.36**

APPRENTICE RATIO: After employing one (1) Laborer, the next laborer employed may be an apprentice, after employing four (4) Laborers, an apprentice shall be employed as the next laborer employed. After the first apprentice is employed, the ratio of Apprentices to Laborers shall not exceed one (1) Apprentice for three (3) Laborers.

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

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LABORERS, Continued

Scaffolds: The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers and other construction trades. Building planking or installation and removal of all staging, swing and hanging scaffolds, including maintenance thereof up to a height of 14 feet.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines: Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

Concrete, Bituminous Concrete and Aggregates: Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Streets, Ways and Bridges: Work in the excavation, preparation, concreting, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints, Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

Trenches, Manholes, Handling and Distribution of Pipe, etc.: Cutting of streets and ways for laying pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading, and resurfacing and all other labor connected therewith.

Sewers, Drains, Culverts and Multiplate: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe and multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of pipe. Pipelaying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading and Landscaping of all sites for all purposes; and wrecking (demolition).

Construction Cleaners, Janitors, Fire Watchers, Hole Watchers, Material Handlers, Escorts and Equipment Monitors, Decontamination Workers, Flaggers and Landscapers, Mowers, Guardrail and Fence Erector and Rod Carrier.

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 26.50	$ 5.10	$ 7.30	**$ 38.90**
Foreman	$ 30.00	$ 5.10	$ 7.30	**$ 42.40**
(All piledriving crews shall consist of at least one paid foreman)				
Divers (Wet days up to 59' or Dry days)	$ 30.70	$ 5.10	$ 7.30	**$ 43.10**
Diver Tenders	$ 30.70	$ 5.10	$ 7.30	**$ 43.10**
Foreman Diver	$ 34.20	$ 5.10	$ 7.30	**$ 46.60**

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Per Hour Premiums:
$0.50 Certified Welders

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 17.76	$ 5.10	$ 7.30	**$ 30.16**
2nd year	$ 19.88	$ 5.10	$ 7.30	**$ 32.28**
3rd year	$ 21.73	$ 5.10	$ 7.30	**$ 34.13**
4th year	$ 23.85	$ 5.10	$ 7.30	**$ 36.25**

APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledrivers/Bridge Carpenter

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
OPERATORS AND TRUCK DRIVERS				
OPERATORS				
Backhoe/Trackhoe	$ 16.24	$ -	$ -	**$ 16.24**
Bobcat/Skid Steer	$ 23.50	$ 4.50	$ 3.86	**$ 31.86**
Boom	$ 18.95	$ -	$ -	**$ 18.95**
Boring Machine	$ 16.20	$ -	$ -	**$ 16.20**
Broom/Sweeper	$ 16.20	$ -	$ -	**$ 16.20**
Bulldozer	$ 16.77	$ -	$ -	**$ 16.77**
Crane	$ 22.46	$ -	$ -	**$ 22.46**
Curb Machine	$ 20.74	$ -	$ -	**$ 20.74**
Distributor	$ 16.20	$ -	$ -	**$ 16.20**
Drill	$ 16.20	$ -	$ -	**$ 16.20**
Excavator	$ 16.24	$ -	$ -	**$ 16.24**
Forklift /Lull	$ 23.50	$ 4.50	$ 3.86	**$ 31.86**
Gradall	$ 16.20	$ -	$ -	**$ 16.20**
Grader/Blade	$ 20.22	$ 3.85	$ -	**$ 24.07**
Loader	$ 22.50	$ 4.25	$ 3.41	**$ 30.16**
Mechanic	$ 18.03	$ -	$ -	**$ 18.03**
Milling Machine	$ 16.20	$ -	$ -	**$ 16.20**
Oiler	$ 16.32	$ -	$ -	**$ 16.32**
Paver (Asphalt Aggregate, and Concrete)	$ 16.20	$ -	$ -	**$ 16.20**
Post Driver (Guardrail /Fences)	$ 16.20	$ -	$ -	**$ 16.20**
Roller	$ 16.20	$ -	$ -	**$ 16.20**
Scraper	$ 16.20	$ -	$ -	**$ 16.20**
Screed	$ 16.20	$ -	$ -	**$ 16.20**
Striping Machine	$ 16.20	$ -	$ -	**$ 16.20**
Spray Nozzleman	$ 16.20	$ -	$ -	**$ 16.20**
Tractor	$ 16.20	$ -	$ -	**$ 16.20**
Trencher	$ 16.20	$ -	$ -	**$ 16.20**
TRUCK DRIVERS				
Distributor Truck	$ 16.20	$ 2.17	$ -	**$ 18.37**
Dump Truck	$ 16.20	$ -	$ -	**$ 16.20**
Flatbed Truck	$ 16.20	$ -	$ -	**$ 16.20**
Lowboy Truck	$ 16.20	$ -	$ -	**$ 16.20**
Slurry Truck	$ 16.20	$ -	$ -	**$ 16.20**
Vactor Truck	$ 16.20	$ -	$ -	**$ 16.20**
Water Truck	$ 16.20	$ 1.60	$ -	**$ 17.80**

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 26.50	$ 5.10	$ 7.30	**$ 38.90**
Foreman	$ 30.00	$ 5.10	$ 7.30	**$ 42.40**
(All piledriving crews shall consist of at least one paid foreman)				
Divers (Wet days up to 59' or Dry days)	$ 30.70	$ 5.10	$ 7.30	**$ 43.10**
Diver Tenders	$ 30.70	$ 5.10	$ 7.30	**$ 43.10**
Foreman Diver	$ 34.20	$ 5.10	$ 7.30	**$ 46.60**

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Per Hour Premiums:
$0.50 Certified Welders

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 17.76	$ 5.10	$ 7.30	**$ 30.16**
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4th year	$ 23.85	$ 5.10	$ 7.30	**$ 36.25**

APPRENTICE RATIO: Two (2) Apprentices to three (3) Piledrivers/Bridge Carpenter

(1) Per hour health benefit includes hospitalization, medical, life, vision and dental insurance.

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PAINTERS/WALL COVERING INSTALLATIONS, Continued

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or post stressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, offshore drilling platforms of oil, gas, or any other purpose, coal docks, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used, made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles; Test piles and other test materials, including the securing of such materials except for independent testing equipment done by an independent testing laboratory;

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augured, pre-augured or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of wailing, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite. All labor (except the work of the Operating Engineers and Oilers) employed in the actual operation of Piledriving equipment used from whatever purpose, including the operation of deck winches. The operation of vibratory hammer controls, hammer throttle values and panels not permanently fixed to a crane within reach of the Operator work.

Diving: shall be defined as any work performed beneath the water surface, which require individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of, and removing of, underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pull mills, and desalinization plants; inspecting, surveying , removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rights and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of tier work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2024

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

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

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, Small Business Development for a wage determination.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

Office of Small Business Development
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE
You must be paid not less than the required base hourly rate and benefits listed in the Wages and Benefits Schedule for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the wage and benefits schedule posted with this notice for the type of work you are performing if benefits are not provided.

OVERTIME
You must be paid time and one-half of your rate of pay for all hours worked in excess of 40 hours in a week.

APPRENTICES
Apprentices rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS
Sanctions for a first-time offender are 20% of the amount of underpayment payable to the County. The sanctions increase to 40% for the second underpayment and 60% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

Office of Small Business Development
111 NW 1ST Street, 19TH Floor Miami, FL 33128
Telephone: (305) 375-3111 FAX: (305) 375-3160
Email: SBDMAIL@MIAMIDADE.GOV

MIAMI-DADE COUNTY
miamidade.gov

Office of Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____ the
(PRINT NAME)

_____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 20_____.

_____Personally, known or_____ produced identification.

_____ _____
(Signature of Notary Public - State of Florida) **(Print, Type, or Stamp Commissioned Name of Notary Public)**

Type of identification produced:_____

Contractor Quick Start Guide

Version: 2
Date: 8/3/2022

LCPtracker
117 E. Chapman Ave. Orange, CA 92866

CONFIDENTIAL

LCPtracker

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Phone: 714-669-0052 x 4 **Email:** support@lcptracker.com **Web:** lcptracker.com | © LCPtracker, Inc. – Confidential.
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LCPtracker

Contractor Quick Start Guide

At LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing Wage Software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries can be flagged to Contractors preemptively, allowing them to submit data with corrections implemented. (This is contingent on how the Administrator set up their Project validations). Once you have submitted your CPR, an electronic version will be available, and you will have access to all Contractor reports within LCPtracker.

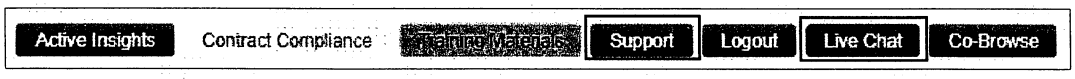
It is important to understand that the LCPtracker validation rules operate to assist you in your compliance process only insofar as the correct classifications are chosen by the user, and the correct data is entered by the user.

Contacting LCPtracker Support

There is no cost to Contractors for this service or for online training. We have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a "no reply" email address from LCPtracker (i.e., NOREPLY@LCPtracker.com). This email, with login instructions, will be sent to Contractors once they're assigned to an account in LCPtracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPtracker for any technical questions on the use of the software.

Contact LCPtracker Support:



- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

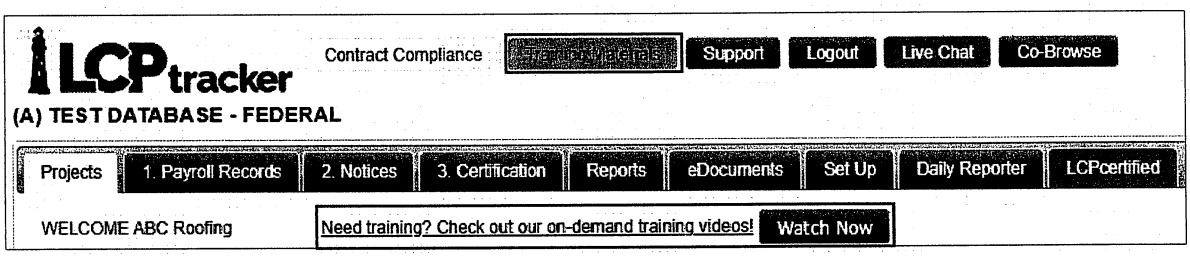
Phone: 714-669-0052 x 4 **Email:** support@lcptracker.com **Web:** lcptracker.com | © LCPtracker, Inc. – Confidential.
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If you send the Support Team an email or prefer to leave a voice message, LCPtracker asks that you include the information listed below (because of the high number of users stored within LCPtracker, we cannot look up your account with only your company name or project you are working on).

- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the Issue is – please be a specific as possible so we can re-create the issue

LCPtracker Training Options

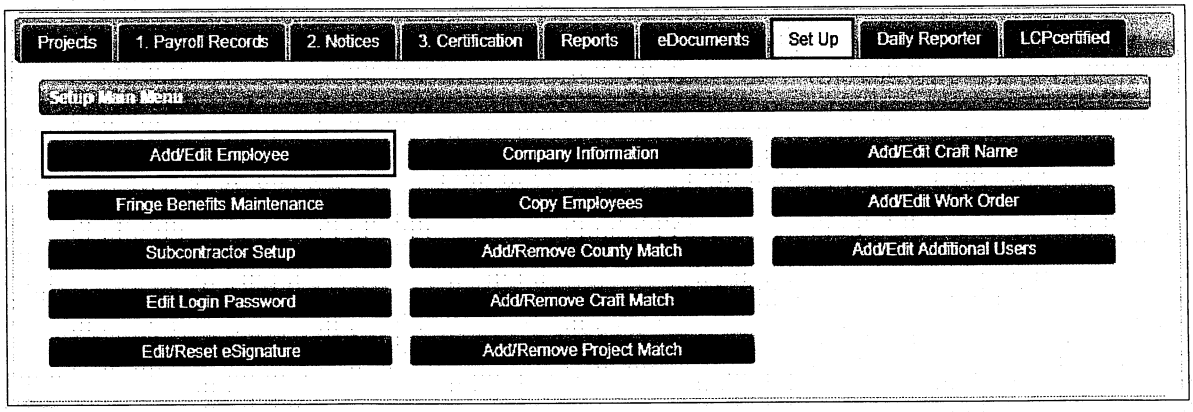
Contractors can access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.



Add/Edit Employee

This section is used to enter Contractor employee's personal information.

To add an employee into system or edit someone already in system, click 'Set Up' and then 'Add/Edit Employee'.



Add/Edit Employee Information

Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any **RED** asterisk field(*) is required by the Agency, and the system will not save unless the information is entered in the required fields.

Phone: 714-669-0052 x 4 **Email:** support@lcptracker.com **Web:** lcptracker.com | © LCPtracker, Inc. – Confidential.
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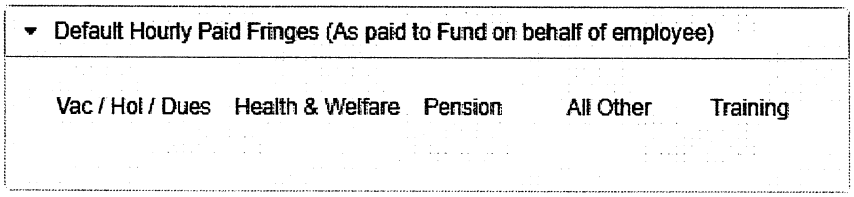
Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a 'time saver'. It is optional to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the 'Calculate Fringes' button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked.

*If there are any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.

**If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, skip this section and use the 'Fringe Benefit Maintenance' table to enter your hourly fringe rates into system.

Note: Any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.



Default Other Deductions Notes

Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under the 'other' deduction section. Any amount listed in 'other' will then dictate that 'other deduction notes' are required.

1. Payroll Records Tab

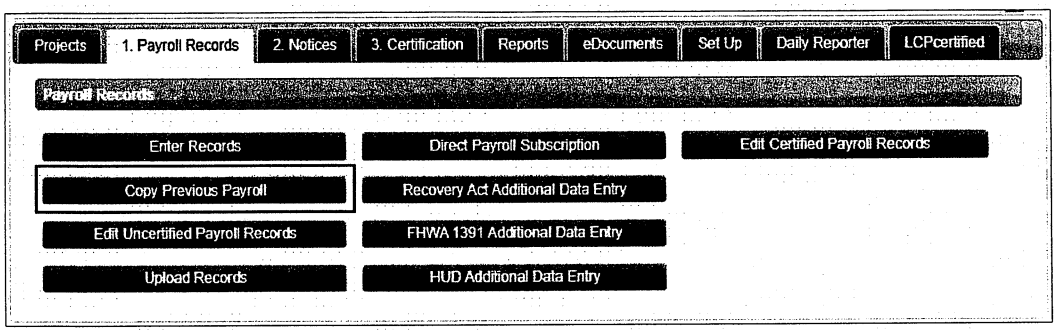
There are five methods of payroll entry available to all Contractors:

1. Copy Payroll feature in LCPtracker
2. Upload from a payroll system export file
3. Upload from the Excel spreadsheet
4. Direct Payroll Subscription / Interface (DPI)
5. Manual entry

1. Copy Payroll

This option is only available if a week of payroll has been previously completed. In the Payroll Records tab, click the 'Copy Previous Payroll' button, select the project, then select the CPR to be copied.

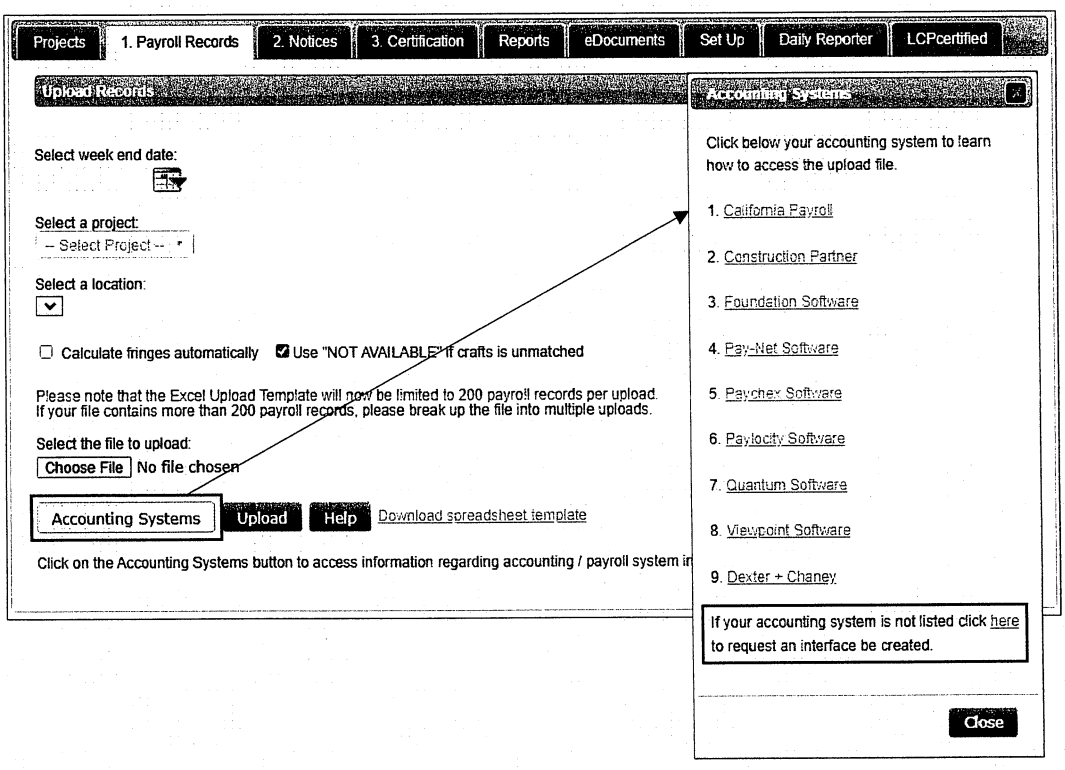
Phone: 714-669-0052 x 4 **Email:** support@lcptracker.com **Web:** lcptracker.com | © LCPtracker, Inc. – Confidential.
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2. Upload from a Payroll System Export File

In the Payroll Records tab, click the 'Upload Records' button, then click the 'Accounting Systems' button, you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file.

To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click the 'Resources' tab, then select 'Partners'. If you do not find your payroll company and would like to see if there is an opportunity to partner, please fill out the informational form listed under the "Upload Records" section and someone from LCPtracker will contact you.



Click on the name of your payroll company, and a list of directions on how to obtain your export file will be available, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

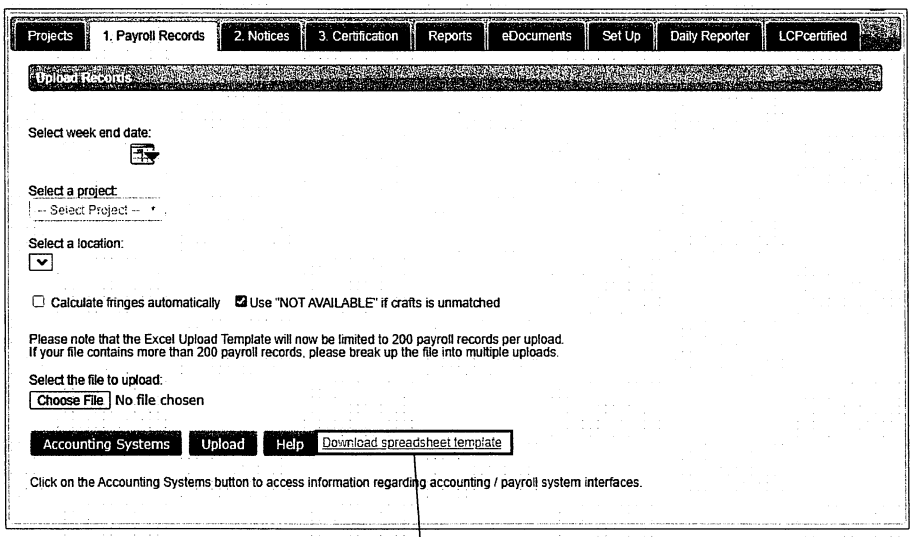
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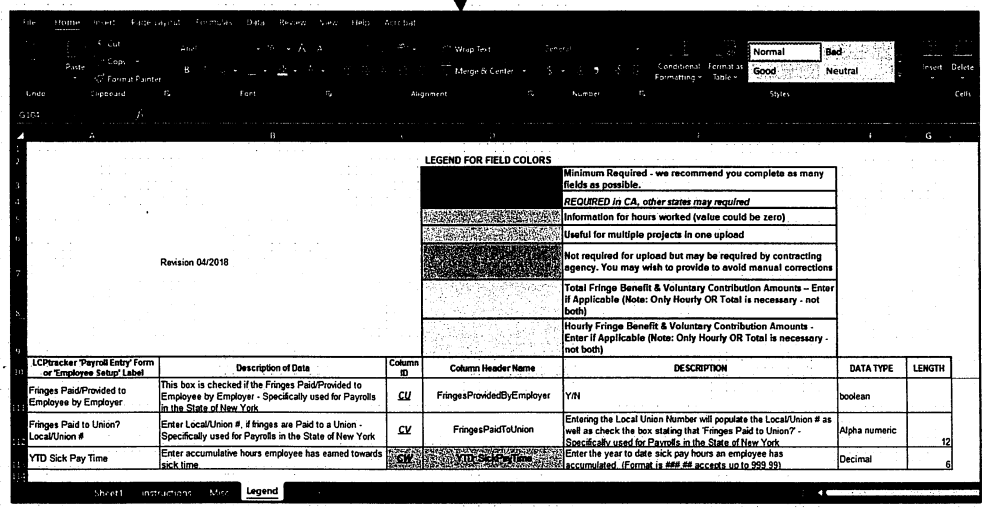
Once you have the export file, you can use it to upload your CPR using the "Upload Records" button.

3. Upload from the Excel Spreadsheet

There is an Excel spreadsheet template available for you to download in the same 'Upload Records' section mentioned above. There is a legend as well as instructions available on the Excel template.

Information can be manually entered into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.

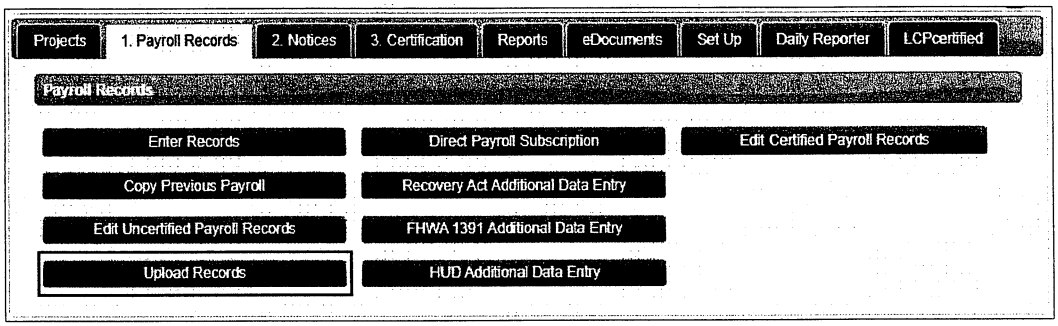




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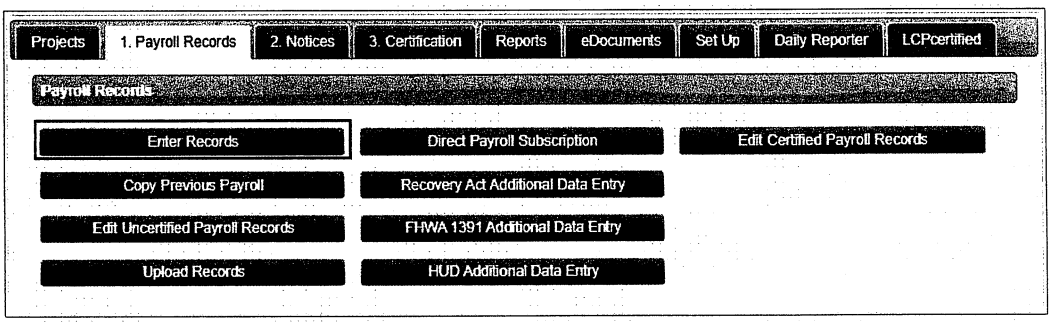
4. Direct Payroll Subscription/Interface (DPI)

This option allows you to choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that 'Upload Records' button.



5. Manual Entry

For Manual Entry, in the 'Enter Records' tab, you will enter a record each week for every employee that performs work covered by prevailing wages on their project.



If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) enter two separate pay records to show that they are being paid according to the work performed.

Amounts Paid (top section of the Payroll Record Entry Form)

Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.

1. Gross Employee Pay This Project – The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).

2. Wages Paid-in-Lieu of Fringes – The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically

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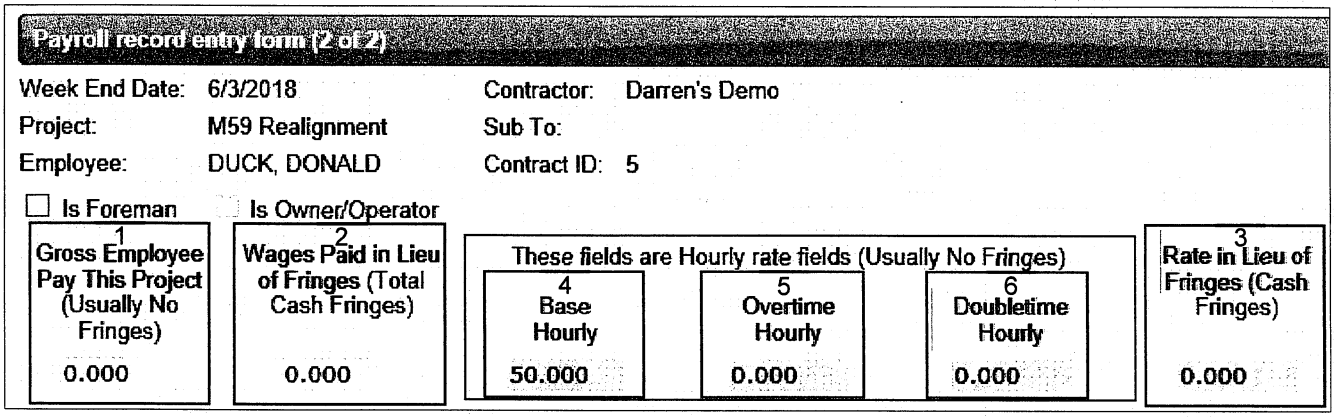
determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

3. Rate-in-lieu of fringes – The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund, or program, please list the hourly rate paid here.

4. Base Hourly – The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

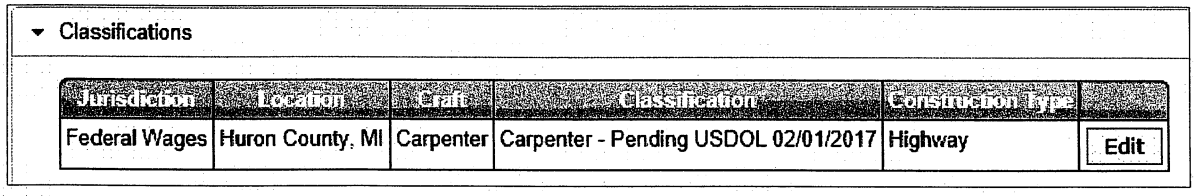
5. Overtime Hourly – The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

6. Doubletime Hourly – The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.



Classifications

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Remember that if your employee worked in more than one classification within this work week, you would need to enter a separate payroll record for that classification).



If you see a duplicate classification without an indicator such as shifts, apprentice levels/steps/periods, or premium pay, please contact our Support department for clarification

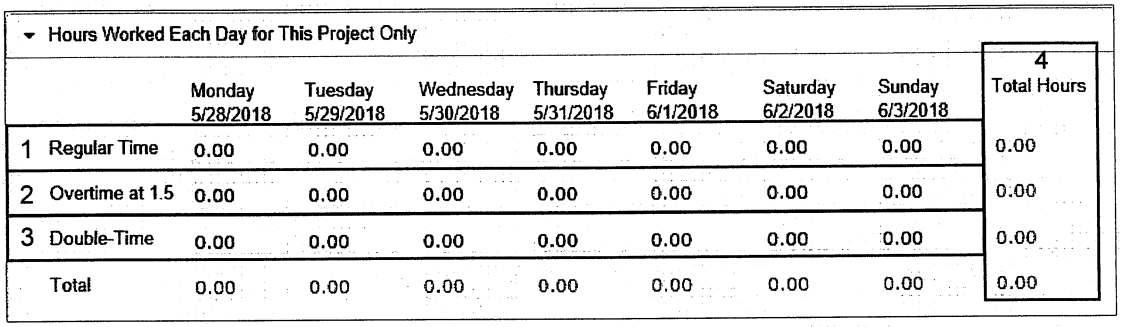
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Hours Worked Each Day for This Project Only

Enter the hours worked each day.

The first row is for regular time worked(1), the second row is for overtime worked(2) and the third row for is for double time worked(3).

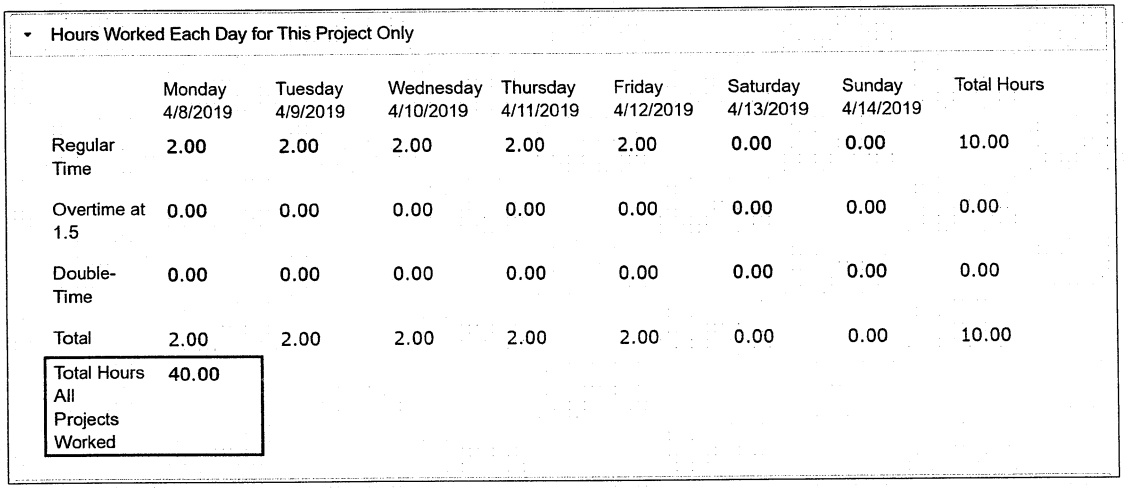
ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column(4).



Hours Worked Each Day for This Project Only

	Monday 5/28/2018	Tuesday 5/29/2018	Wednesday 5/30/2018	Thursday 5/31/2018	Friday 6/1/2018	Saturday 6/2/2018	Sunday 6/3/2018	4 Total Hours
1 Regular Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Note: If turned on by the Administrator, you may see an additional field 'Total Hours All Projects Worked' listed in the hours section. If so, this field will require a manual entry for your employee's full hours worked that week.



Hours Worked Each Day for This Project Only

	Monday 4/8/2019	Tuesday 4/9/2019	Wednesday 4/10/2019	Thursday 4/11/2019	Friday 4/12/2019	Saturday 4/13/2019	Sunday 4/14/2019	Total Hours
Regular Time	2.00	2.00	2.00	2.00	2.00	0.00	0.00	10.00
Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	2.00	2.00	2.00	2.00	2.00	0.00	0.00	10.00

Total Hours All Projects Worked	40.00

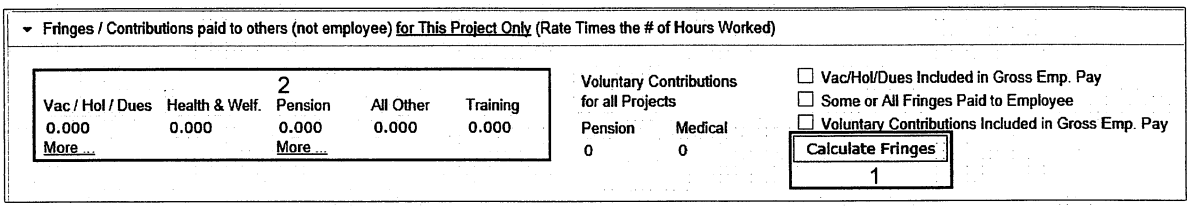
Fringes/Contributions Paid to Other (Not Employee) for This Project Only

You may utilize this section in two different ways:

1. Auto calculate

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2. Manual entry



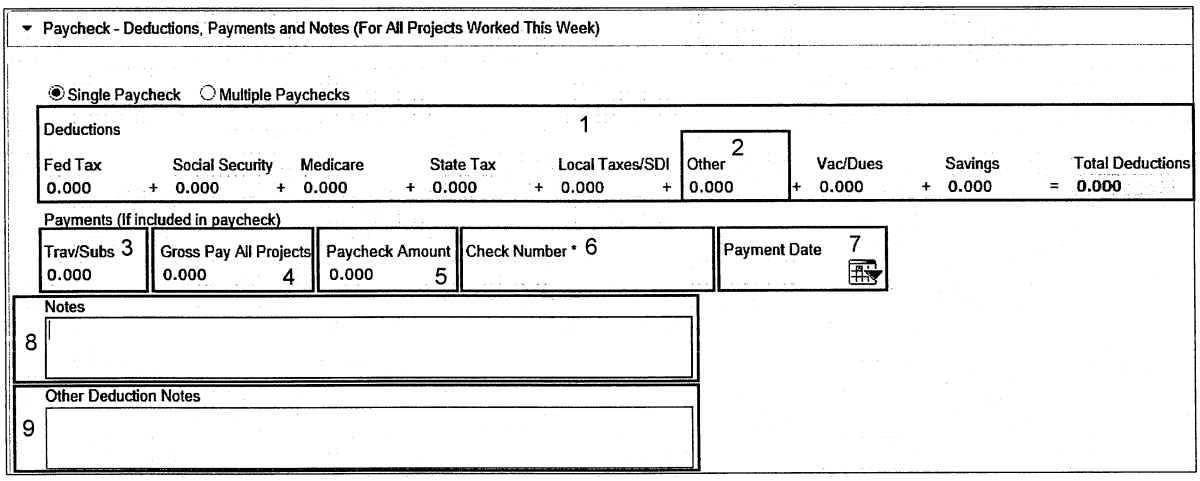
Auto Calculate: The first is by simply clicking the 'Calculate Fringes' button so that the system automatically calculates the fringe benefit rates paid.

Manual Entry: This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup, then that value carries over.

Paycheck – Deductions, Payments, and Notes

Values entered in this section apply to all hours worked on all projects during the week.



1. Deductions - the 'Total Deductions' box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.

2. Other Deduction - this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the 'Other' deductions field, an 'Other Deduction Note' will become required.

3. Trav/Subs - this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and

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Net pays are correct.

4. Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.

5. Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.

6. Check Number – you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If you utilize direct deposit and no check numbers exists, enter 'DD'.

7. Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.

8. Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.

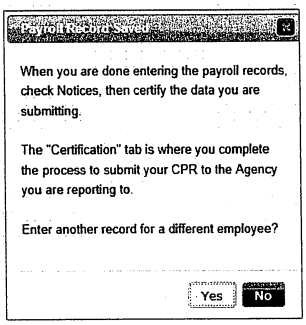
9. Other Deduction Notes – if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write "other deduction" or "N/A".

Saving the Payroll Record

When you have completed all the above-mentioned fields, Click Save.

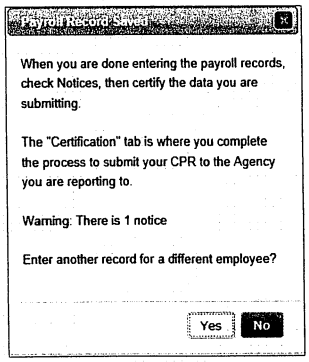
SAVE WITH NO NOTICES

With a successful save you will get this message:



SAVE WITH NOTICES

If you do not get this message, look for the **RED** message on the screen. You may have to scroll through the payroll record to see what you have missed that may be a required field.



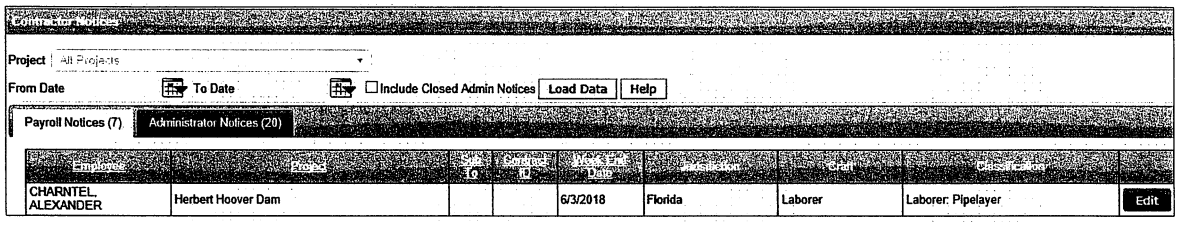
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2. Notices Tab

Once you have entered all payroll records for the week, go to the '2. Notices' tab to check and see if you have any payroll Notices.

After your records have been saved: there could be issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen, this will display in the Notices tab.

If an employee is displayed on the notices screen (see below), the notice will need to be cleared.



To clear the notice, click on the Edit button to the right of the employee's name. This will take you back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, there are options on how to get help. You can click on the Video Assistance 'Play Now' button and you will see a video that explains what the notice is and how to address it, or you can contact our Support department and they will assist you.

All Notices must be cleared to certify the payroll.

3. Certification Tab

It's time to certify your payroll! You will do this for each week beginning when you first start work on your project until the last week on the project.

There are three options available to you when you certify your payroll:

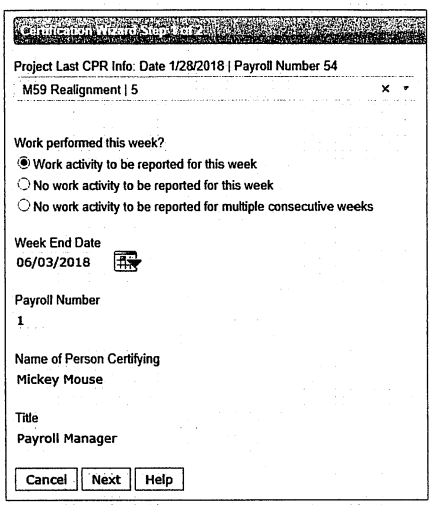
1. Certify a payroll for a week during which work was performed
2. Certify a payroll for a week during which no work was performed (non-work week payroll)
3. Certify a payroll for multiple consecutive weeks during which no work was performed

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Certification Wizard - Step 1 of 2

To certify your payroll:

- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next



Certification Wizard - Step 2 of 2

The Statement of Compliance (SOC) portion of your certified payroll report will display.

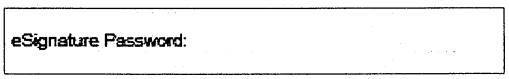
You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 4a – paid into an approved plan, fund, or program
- 4b – paid in cash to the employee
- 4c – section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory is you are *recertifying* a CPR.

You may also click on a checkbox to note if your CPR is a final.

Enter your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e- Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)



You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.

Remember that your CPR's will always be stored in your account to access at any time, so you may decide not to print out hardcopies.

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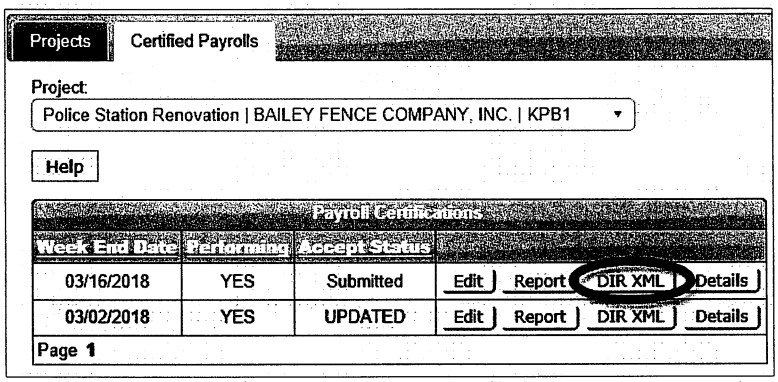
State Specific Uploads

California DIR XML Upload

If you perform work on a California Public Works project, you also need to upload your payroll to the Department of Industrial Relations (DIR) eCPR system. Once you've certified your payroll, you can download the DIR XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the DIR XML button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Upload into the DIR eCPR system



Washington L&I XML Upload

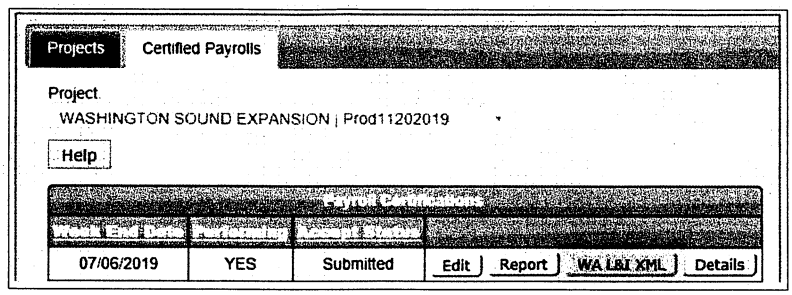
Beginning in January 2020, weekly certified payroll reports are required to be filed online with Washington State Department of Labor and Industries, or WA L&I, at least once a month for all public works projects. Once you've certified your payroll, you can download the WA L&I XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the WA L&I XML button (make sure your pop-up blockers are off)
- Save this file to your desktop

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- Upload into the WA State PWIA portal

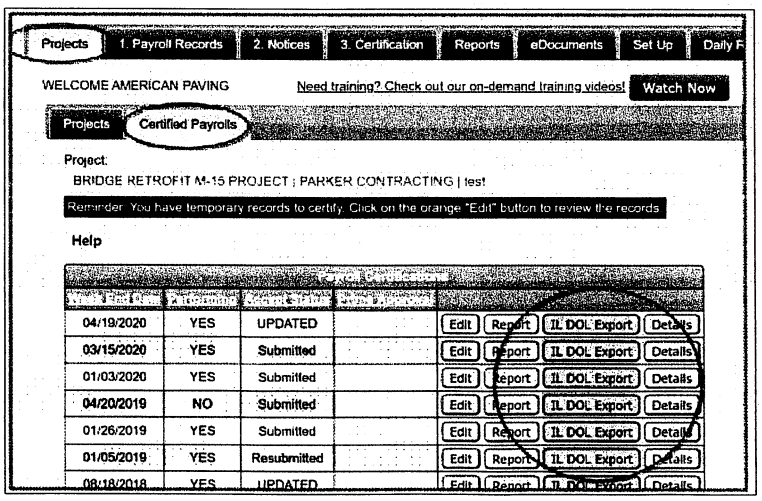


Illinois DOL Export Upload

Beginning in September 2020, weekly certified payroll reports are required to be filed online with the Illinois Department of Labor, or IDOL, by the 15th of each month for all state-funded public works projects. Once you've certified your payroll, you can download the IL DOL XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the IL DOL Export button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Make any manual additions/adjustments to the CSV file
- Upload into the IDOL portal



Should you find that you have any further questions, please consult either the Contractor User Manual or call our Support department.

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APPENDIX B OF THE SUPPLEMENTARY CONDITIONS

(OSHA) FORMS 300, 300A AND 301

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20__ __

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name _____

City _____ State _____

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (*e.g., Welder*)	(D) Date of injury or onset of illness	(E) Where the event occurred (*e.g., Loading dock north end*)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (*e.g., Second degree burns on right forearm from acetylene torch*)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
____	_____	_____	___/ month/day	_____	_____	❑	❑	❑	❑	____ days	____ days	❑	❑	❑	❑	❑	❑
____	_____	_____	___/ month/day	_____	_____	❑	❑	❑	❑	____ days	____ days	❑	❑	❑	❑	❑	❑
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			Page totals ➤			____	____	____	____	____	____	____	____	____	____	____	____

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20__ __

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
_____	_____	_____	_____
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
_____	_____
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	_____	(4) Poisonings	_____
		(5) Hearing loss	_____
(2) Skin disorders	_____	(6) All other illnesses	_____
(3) Respiratory conditions	_____		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name _____

Street _____

City _____ State _____ ZIP _____

Industry description (*e.g., Manufacture of motor truck trailers*)

_____

Standard Industrial Classification (SIC), if known (*e.g., 3715*)

___ ___ ___ ___

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

___ ___ ___ ___ ___ ___

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

_____ _____
Company executive Title

( ) - / /
Phone Date

OSHA's Form 301
Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary,* these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (_____)_____--_____ **Date** ____/ ____/ ____

Information about the employee

1) **Full name** _____

2) **Street** _____

City _____ **State** _____ **ZIP** _____

3) **Date of birth** ____/ ____/ ____

4) **Date hired** ____/ ____/ ____

5) ☐ **Male**
☐ **Female**

Information about the physician or other health care professional

6) **Name of physician or other health care professional** _____

_____

7) **If treatment was given away from the worksite, where was it given?**

Facility _____

Street _____

City _____ **State** _____ **ZIP** _____

8) **Was employee treated in an emergency room?**
☐ **Yes**
☐ **No**

9) **Was employee hospitalized overnight as an in-patient?**
☐ **Yes**
☐ **No**

Information about the case

10) **Case number from the *Log*** _____ *(Transfer the case number from the Log after you record the case.)*

11) **Date of injury or illness** ____/ ____/ ____

12) **Time employee began work** _____ **AM / PM**

13) **Time of event** _____ **AM / PM** ☐ **Check if time cannot be determined**

14) ***What was the employee doing just before the incident occurred?*** **Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific.** ***Examples:*** **"climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."**

15) ***What happened?*** **Tell us how the injury occurred.** ***Examples:*** **"When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."**

16) ***What was the injury or illness?*** **Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore."** ***Examples:*** **"strained back"; "chemical burn, hand"; "carpal tunnel syndrome."**

17) ***What object or substance directly harmed the employee? Examples:*** **"concrete floor"; "chlorine"; "radial arm saw."** ***If this question does not apply to the incident, leave it blank.***

18) ***If the employee died, when did death occur?*** **Date of death** ____/ ____/ ____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

APPENDIX C OF THE SUPPLEMENTARY CONDITIONS

NOTICE OF CONSTRUCTION CLEARING HOUSE FORMS A, B AND C

A

MIAMI-DADE COUNTY – DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
Job Clearinghouse (JCH)
CONSTRUCTION CLEARINGHOUSE JOB APPLICATION
Governed by Miami-Dade County Code section 2-1701 and R-1395-05

Section 1. To be completed by Job Applicant. Please print clearly or type

Title of position sought	Contract/Project Number (if applicable)
Name: Last First Middle Initial	Last 4 digits of Social Security #
Address (Street Name and Number) Apt.	Home telephone number:
City State Zip Code	Additional Contact Telephone number:
How long have you resided at the above address: ☐ less than 12 months ☐ 1 -5 years ☐ 6-10 yrs ☐ more than 10yrs	Address (Street Name and Number) _____ Apt.____ City_____ State _____ Zip Code_____
Date of Birth____/____/____ ☐ Male ☐ Female	Languages spoken ☐ English ☐ Spanish ☐ Creole ☐ Other _____ Languages you are able to read and clearly understand: ☐ English ☐ Spanish ☐ Creole ☐ Other _____

Current Driver's license: ☐ None ☐ Operator/Class E ☐ Commercial/Class ___ ☐ Chauffeur/Class D

Have you ever been employed in the construction industry? ☐ Yes ☐ No If yes, indicate the trade and the years of experience in each trade.

☐ General Laborer ____ months/years of experience ☐ Carpentry ____ months/years of experience ☐ Electrical ____ months/years of experience

☐ Mechanical ____ months/years of experience ☐ Plumbing ____ months/years of experience ☐ Site & Prep Work ____ months/years of experience

☐ Equipment Operator ____ months/years of experience ☐ Painting ____ months/years of experience ☐ Sprinkler fitting ____ months/years of experience

☐ Drywall Finishing ____ months/years of experience ☐ Masonry ____ months/years of experience ☐ Tile layer ____ months/years of experience

☐ Landscaping ____ months/years of experience ☐ Pipe Fitting ____ months/years of experience ☐Truck Driver ____ months/years of experience

☐ Roofing ____ months/years of experience ☐_____ ____ months/years of experience

What hours are you available to work? ☐ 6am-2pm ☐ 7am-3pm ☐8am- 4pm ☐ Any shift ☐ Other

What construction trades are you interested in? ☐ Same as indicated above ☐ Other _____

Applicant's signature _____ Date _____

Section 2 **********FOR SBD USE ONLY**********

Certificates/Licenses: _____

Job References: _____

Title of Position Hired:	Date of Hire:
Duration of Job:	Job Salary (hourly rate):
Employer/Contractor	Contract/Project Number:
Applicant was recruited through: ☐ Self Recruit ☐WDO ☐WRO ☐ WTP	

Submit this application to:
Attention: Job Clearinghouse
Miami-Dade County, Department of Small Business Development (SBD)
Project Review and Analysis Division
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

MIAMI-DADE COUNTY

B

MIAMI-DADE COUNTY
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
Job Clearinghouse (JCH)
NOTICE OF CONSTRUCTION CLEARINGHOUSE JOB OPPORTUNITY

Governed by Miami-Dade County Code section 2-1701 and R-1395-05

To be completed by Employer/Contractor. Please print clearly or type

EMPLOYER/CONTRACTOR INFORMATION

Business Name:	Contract/Project Number
Address (Street Name and Number)	Federal ID#
City State	Zip Code
Telephone Number	Fax Number
Contact Person	Email Address

JOB LISTING INFORMATION

Job Title	Application Deadline
Job Site Location	Number of Openings
Describe Job Duties:	Hourly Rate
Specialized Training:	
Experience Required (Months/Years):	
Specialized machinery or equipment:	

Job Duration: ☐ Permanent ☐ Temporary/If Temporary, how long? ___ Fringe Benefits? ☐ Yes ☐ No

Education Required: ☐ None ☐ H.S Diploma/GED ☐ AA Degree ☐ Bachelor's Degree ☐ Master's Degree

Certifications/License Required: ☐ None ☐ Yes If Yes, please list_____

Driver's license required: ☐ None ☐ Operator/Class E ☐ Commercial/Class ____ ☐ Chauffeur/Class D

Language(s) required: ☐ English ☐ Spanish ☐ Creole ☐ Other

APPLICANTS SHOULD CONTACT EMPLOYER BY:

☐ Call for Appointment ☐ Phone Interview ☐ Send Resume via: ☐ Mail ☐ Fax ☐ Email

☐ Apply In Person Day of the Week: _____ Time: _____ Application Deadline: _____

Employer/Contractor must submit this form for all job openings.

Attention: Job Clearinghouse
Miami-Dade County Department of Small Business Development
Project Review and Analysis Division
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

MIAMI-DADE COUNTY

Delivering Excellence Every Day

JOB CLEARINGHOUSE AFFIDAVIT
Notice of Construction Job Opportunities

Project / Contract Number: _____

Pursuant to Miami-Dade County Resolution No. R-1395-05, there are ___ open position(s) to submit to the Job Clearinghouse for this project at this time. All open positions will be submitted to South Florida Workforce at https://iapps.careersourcesfl.com/jchcwp/.

_____ _____
(Signature of Affiant) (Date)

_____
(Printed Name of Affiant, Title, and Firm Name)

_____
(Witness)

Sworn to and subscribed before me this

_____day of _____20 ____

By: _____

_____
Signature of Notary Public

☐ Personally Known

☐ Produced ID

Type of ID produced _____

APPENDIX D OF THE SUPPLEMENTARY CONDITIONS

RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE FORMS

(RFTE 1, RFTE 2, RFTE 3, AND RFTE 4)

Residents First Training and Employment Program
Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)
(Miami-Dade County Code Section 2-11.17)

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works projects valued in excess of $1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of $1,000,000 for the construction, demolition, alteration or repair of buildings or improvements on County owned land, and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Residents First Training and Employment Program.

If applicable, the undersigned □ Contractor / □ Subcontractor verifies that should they be awarded the contract, the undersigned understands their obligation to comply with the following:

i. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed, the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.

ii. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

Printed Name of Affiant | **Printed Title of Affiant** | **Signature of Affiant**

Name of Firm | **Date**

Address of Firm | **State** | **Zip Code**

Project Number/Name

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____day of, _____ 20____.

by _____ He or she is personally known to me □ or has produced identification □

Type of identification produced _____

Signature of Notary Public | Serial Number

Print or Stamp of Notary Public | Expiration Date | Notary Public Seal

FORM RFTE 1

Residents First Training and Employment Program/Community Workforce Program/Employ Miami-Dade Program
Construction Workforce Plan (Miami-Dade County Code Sections 2-11.17, 2-1701 & A.O. 3-63) - Form RFTE 2

Contract No. _____ Prime Contractor: _____

☐ §2-1701 Community Workforce Program ☐ §2-11.17 Resident First Training and Employment Program ☐ A.O. 3-63 Employ Miami-Dade Program

In accordance with Sections 2-11.17 & 2-1701 of the Miami Dade County-Code, this form must be submitted by the Prime Contractor within 15 business days of award notification and prior to issuance of a Notice to Proceed. The Prime Contractor should enter the word "NONE" where appropriate below and sign the form below. Please duplicate this form if additional space is needed.

i. Specify the total number of persons that will be used by the Prime Contractor and all subcontractors to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, minimum qualifications for each category, the number of persons to be utilized in each category, the number of positions to be hired by the contractor in each category which are not currently staffed, the number of positions to be filled form the Employ Miami-Dade Register and the number of employees which live within the project DTA. If the current workforce will not achieve the project goal of 51% construction labor hours performed by Miami-Dade County residents, include a Job Clearinghouse Affidavit or a statement on how Miami-Dade County residents will be recruited to fill the needed positions and meet the goal.

Contractor/Subcontractor Name	Trade/Category	Minimum Qualifications	# of Persons to be Utilized	# of Positions to be hired through Employ Miami Dade Program	# of Persons who Reside in Miami Dade County	# of Persons who Reside in the DTA (if applicable)
Total:						

ii. Identify by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's (or on any proposed subcontractor's) payroll who reside in Miami-Dade County only and reside in the DTA. Two forms of identification must be provided only for each DTA resident demonstrating one year of residency.

iii. Attach a list of all employees currently employed by the contractor and each subcontractor at the time of award that includes the last four digits of their social security.

iv. Attach a list of subcontractors that will be used on the project and executed Responsible Subcontractor Affidavits (Form RFTE 1) for each.

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

_____ _____ _____ _____

Signature of Affiant **Print Name** **Print Title** **Date**

Residents First Training and Employment Program
Occupational Safety & Health Administration (OSHA)
10 Hour Safety Training Affidavit - Form RFTE 3

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a County Construction Contract, shall satisfy the requirements of the Miami-Dade County Residents First Training and Employment Program which requires: for (i) all persons employed by the contractor to perform construction shall have completed the Occupational Safety & Health Administration (OSHA) 10 Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor

The undersigned verifies that every employee reported on the payroll has completed the OSHA 10 Hour or OSHA 30 Hour Safety Training Course prior to working on the project.

_____

Project Number, Title

_____ _____ _____

Printed Name of Affiant **Printed Title of Affiant** **Signature of Affiant**

_____ _____

Name of Firm **Date**

_____ _____ _____

Address of Firm **State** **Zip Code**

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____day of, _____ 20____.

by _____ He or she is personally known to me □ or has produced identification □

Type of identification produced _____

_____ _____

Signature of Notary Public Serial Number

_____ _____ _____

Print or Stamp of Notary Public Expiration Date Notary Public Seal

FORM RFTE 3

Residents First Training and Employment Program/Employ Miami-Dade Program
Workforce Performance Report - Form RFTE 4
(Miami-Dade County Code Section 2-11.17 & A.O. 3-63)

Contract No. _____ Prime Contractor: _____

In accordance with Section 2-11.17 of the Miami-Dade County Code & A.O. 3-63, this report must be submitted by the Prime Contractor within thirty (30) days of completion of a County Capital Construction Contract to Small Business Development through the Contracting Officer. The Contracting Officer shall not authorize issuance of final payment for completion of a County Capital Construction Contract until the County receives a completed Workforce Performance Report.

Please provide the following information on the workforce employed in the execution of the contract:

_____ Total number of Construction Labor positions utilized on the project

_____ Total number of Construction Labor work hours performed on the project

_____ Total number Construction Labor work hours performed by Miami-Dade County residents

_____ Total number Construction Labor positions performed by Employ Miami-Dade participants

_____ Percentage of Construction Labor work hours performed by Miami-Dade County residents

Attach supporting documentation verifying construction labor work hours performed by Miami-Dade County residents & Employ Miami-Dade participants.

$_____ Total amount of funds expended during the course of the project on other related skill and safety training programs

Were any positions on this project filled with new hires? _____ Yes _____ No

If you answered "yes" to the above question, please identify the new hires by name, address and trade category, and indicate whether they were Miami-Dade County residents or an Employ Miami-Dade participant. (Please attach additional sheets if necessary.)

Employee Name	Address	Trade/Category Performed	Miami-Dade County Resident (√)	Employ Miami-Dade County Participant (√)

Were all new hires Miami-Dade County residents? _____ No _____ Yes _____

Was the 20% labor workforce threshold met from the Employ Miami-Dade Register? _____ No _____ Yes

If you answered "no" to either of the above questions, please attach supporting documentation that verifies reasonable efforts to promote employment opportunities for local residents including participation in the Employ Miami-Dade Program, which shall include applicable advertisements in local newspapers, posting of job opportunities with CareerSource South Florida's Job Clearinghouse, referrals received from CareerSource South Florida, job applications received, candidates interviewed, and number of new hires.

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

_____ _____ _____

Signature of Affiant **Print Name, Title** **Date**

FORM RFTE 4

SECTION 6: SPECIFICATIONS

GENERAL REQUIREMENTS

DTPW DIVISION 1

DTPW SPECIFICATIONS

GENERAL REQUIREMENTS

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1. GENERAL REQUIREMENTS

1.01 DEFINITIONS AND TERMINOLOGY

A. General

1. These Specifications are written to the bidders, prior to award of the Contract, and to Contractor.

2. Where sentences directing work or other action appear in the active voice-imperative mood, without a subject, the subject "bidder" or "Contractor" is understood. In any other case where the subject is not clearly understood, Engineer will make a clarification and final determination as to the subject of the action.

B. Governing Regulations and Standard References

1. The following Standards and Governing Regulations, as amended by the Contract Documents, are hereby incorporated by reference:

   a. Building Code as set forth in Chapter 8 of the Code of Miami-Dade County.

   b. Public Works Manual of Metropolitan Dade County (Public Works Manual).

   c. United States Department of Justice's 2010 ADA Standards For Accessible Design

   d. Miami-Dade County's Traffic Control Equipment Specifications and Standards for The Metro Traffic Control System Miami-Dade County (TCESS).

   e. Florida Department of Transportation's Standard Plans for Road and Bridge Construction (FDOT Standard Plans).

   http://www.fdot.gov/design/standardplans/SPRBC.shtm

   f. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications

   http://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm

   g. Florida Department of Transportation Surveying and Mapping Procedure

   http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101

   h. Florida Department of Transportation Drainage Manual

   http://www.fdot.gov/roadway/Drainage/Manualsandhandbooks.shtm

   i. Florida Department of Transportation Soils and Foundations Handbook

   http://www.fdot.gov/structures/DocsandPubs.shtm

   j. Florida Department of Transportation Structures Manual

   http://www.fdot.gov/structures/DocsandPubs.shtm

   k. Florida Department of Transportation Current Structures Design Bulletins

   http://www.fdot.gov/structures/Memos/currentbulletins.shtm

   l. Manual on Uniform Traffic Control Devices (MUTCD)

   https://mutcd.fhwa.dot.gov/

   m. Safe Mobility For Life Program Policy Statement

   http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm

   n. Florida Department of Transportation American with Disabilities Act (ADA) Compliance

   http://www.fdot.gov/roadway/ada/

   o. Florida Department of Transportation Florida Sampling and Testing Methods

   http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm

   p. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure

   http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf

   q. Florida Department of Transportation Design Bulletins and Update Memos

   http://www.fdot.gov/roadway/Bulletin/

   r. Florida Department of Transportation Utility Accommodation Manual

   http://www.fdot.gov/programmanagement/utilities/default.shtm

   s. Florida Department of Transportation Flexible Pavement Design Manual

   http://www.fdot.gov/roadway/pm/pcs/flexiblepavementmanual.pdf

   t. Florida Department of Transportation Rigid Pavement Design Manual

   http://www.fdot.gov/roadway/pm/pcs/rigidpavementmanual.pdf

   u. Florida Department of Transportation Pavement Type Selection Manual

   http://www.fdot.gov/roadway/pm/Publications/PTSM.pdf

   v. Florida Department of Transportation Traffic Engineering Manual

   http://www.fdot.gov/traffic/trafficservices/Studies/TEM/TEM.shtm

   w. Florida Department of Transportation Bicycle and Pedestrian Policies and Standards

   http://www.fdot.gov/roadway/bikeped/default.shtm

   x. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).

https://www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm

y. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)

http://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

z. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2 http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm

aa. Florida Department of Transportation Contract Compliance Manual. https://www.fdot.gov/equalopportunity/contractcompliancemanual.shtm

bb. Florida Department of Transportation Equal Opportunity Compliance (EOC) System. https://www.fdot.gov/equalopportunity/eoc.shtm

cc. Florida Statutes

http://www.leg.state.fl.us/statutes/

dd. Miami-Dade County and Local Municipal Ordinances, unless otherwise is prohibited, by State or Federal regulations.

2. The above list is not all inclusive and it is the responsibility of Contractor to comply with all applicable requirements whether included in this list or not. Additional project-specific criteria are provided throughout the Contract Documents

3. The above referenced Standards are intended to supplement, not supersede the requirements set forth herein and, unless otherwise noted, the latest revision shall apply. Where differences occur between referenced Standards and these Contract Documents, the more stringent shall apply unless otherwise noted in the Contract Documents or directed by Engineer in writing.

4. FDOT Standard Specifications.

   a. FDOT Standard Specifications for Road and Bridge Construction (Divisions II & III), as amended by the Contract Documents, apply to an Article within these Specifications when:

      1) The applicable FDOT Standard Specification Section (e.g. FDOT SECTION 415) is referenced in the title of the Article; or

      2) The FDOT Standard Specification section, article, or subarticle is referenced within the Article (e.g. FDOT Section 415, FDOT 415-3; FDOT 415-5.1, etc.)

   b. Unless otherwise specified, where page numbers are used in these Specifications to reference modifications to the FDOT Standard Specifications, it shall be understood to reference the 2007 edition.

C. Abbreviations

The following abbreviations, when used in the Contract Documents, represent the full text shown.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APL	FDOT Approved Product List
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
DOL	U.S. Department of Labor
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
F.A.C.	Florida Administrative Code
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOH	Florida Department of Health
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FM	Florida Method or Florida Sampling and Testing Method
F.S.	Florida Statutes
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MDC	Miami-Dade County
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
NAM	Negotiated Acceptance Memorandum
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NSF	NSF International

OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
DTPW	Miami-Dade County Department of Transportation and Public Works
SAE	Society of Automotive Engineers
SBE-CONST	Small Business Enterprise-Construction
SI	International System of Units
SSPC	Society of Protective Coatings
TSSQPL	Traffic Signals and Signs Qualified Products List
UL	Underwriters' Laboratories
U.S.C.	United States Code

D. Definitions

The following terms, when used in the Specifications, have the meaning described.

1. Article. The numbered prime subdivision of a Division of these Specifications.
2. Bracing. A temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.
3. Bridge. A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.
4. Calendar day. Every day shown on the calendar, ending and beginning at midnight. Unless otherwise stipulated in the Contract Documents, the term "days" shall be understood as calendar days. In computing any period of time prescribed or allowed by this Contract, 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. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
5. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under Contractor's control and outside the limits of normal public access.
6. Contract. The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The executed Contract Documents form the Contract between the Department (on behalf of the County) and Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.
7. Contract Documents. Consists of those items so designated in and inclusive of the executed Contract. Only printed or hard copies of the items listed in the executed Contract Form are Contract Documents.
8. Contract Time. The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration.
9. Contract Unit Price. Refers to the Unit Price provided by the Contract that is fixed at time of Contract award.
10. Contractor. The individual, firm, joint venture, or company contracting with the County to perform the Work pursuant to the Contract.
11. Contractor's Engineer of Record.
    a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign, or for repair designs and details of the permanent work. Contractor's Engineer of Record may also serve as the Specialty Engineer.
    b. Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rule 14-75, F.A.C. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Board of Professional Engineers.
    c. As an alternate to being an employee of a pre-qualified firm, Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent Work declared by the FDOT Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in Rule 14-75, F.A.C., if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the FDOT Construction Office website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns of items fully detailed in the Plans.
12. Contractor Originated Designs. Items which the Contract Documents require Contractor to design, detail and incorporate into the permanent works.
13. Controlling Work Items. The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
14. County. Miami-Dade County, Florida.

15. Culverts. Any structure not classified as a bridge that provides an opening under the roadway.

16. Department. Miami-Dade County Department of Transportation and Public Works.

17. Engineer. The County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

    a. Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by Engineer," "by the Engineer," "to the Engineer," or "of the Engineer."

18. Engineer of Record. The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Departmental in-house staff, or a consultant retained by the Department. Contractor shall not employ the Engineer of Record as Contractor's Engineer of Record or as a Specialty Engineer.

19. Equipment. The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

20. Extra Work. Any "work" which is required by Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

21. Falsework. Includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.

22. Formwork. Includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.

23. Highway, Street, or Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

24. Holidays. Days designated by Miami-Dade County as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

25. Inspector. An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by Contractor.

26. Laboratory. The official testing laboratory authorized by the Department.

27. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

    a. Bridges with an individual span longer than 300 feet.
    b. Structurally continuous superstructures with spans over 150 feet.
    c. Steel box and plate girder bridges.
    d. Steel truss bridges.
    e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
    f. Cable stayed or suspension bridges.
    g. Arch bridges.
    h. Tunnels.
    i. Movable bridges (specifically electrical and mechanical components).
    j. Rehabilitation, widening, or lengthening of any of the above.

28. Major Item of Work. Any item of work having an original Contract value in excess of 5% of the original Contract amount.

29. Materials. Any substances to be incorporated in the work under the Contract.

30. Median. The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

31. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.

32. Plans. The part of the Contract Documents prepared or approved by the Engineer, including reproductions thereof, which graphically shows or supplements the scope, extent, and character of the Work to be performed by Contractor. Whenever the word "Plans" appears in these Contract Documents, it shall include any related drawings or standard details referenced by the Contract Documents.

June 20, 2024

Daniel A. Lara
Big D Engineering, Inc.
3610 NE 15 Drive
Miami, FL 33033

Department of Transportation and Public Works
Capital Improvements Division
Capital Improvements Division
111 NW 1st Street, 14th Floor
Miami, FL 33128
T 305-375-1918 F 305-375-5909

Re: Notice of Proceed for **MCC 7040 Plan – RPQ No: 20230216**
Sidewalk Improvements - Multiple Sites

CERTIFIED MAIL No: N/A
EMIAL: diara@me.com
TELEPHONE: (305) 355-9234

Dear **Mr. Lara:**

This letter will serve as your notification that you are to proceed with the work described in RPQ**# 20230216 starting Monday, July 8, 2024,** and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is **480 consecutive calendar days** which results in a scheduled completion date of **Friday, October 31st, 2025. In the event the project is not completed by the scheduled completion date and a time extension has not been granted, your firm shall be subject to any liquidated and or stipulated damages as defined in the contract documents for this project.**

Sidewalk Improvements - Various Sites

The complete execution of this notice to proceed shall constitute a contract for the work described in the RPQ under the Request for Price Quotation (RPQ) under the MCC 7040 Plan. **Failure to properly execute and return this document within ten (10) calendar days of the date of this letter may result in the County rescinding the award to your firm and awarding the subject project to the next lowest responsive and responsible bidder.**

The terms and conditions applicable to this contract are in the 7040 Contract and 7040 Amendment #1, dated 10/18/2002 & 03/01/2005 respectively, and the totality of the contract documents (including but not limited to the RPQ including any special provisions contained therein, drawings and specifications, addenda, and any contract modifications or change orders, etc.)

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations. In accordance with the contract procedure, the Miami-Dade County **Purchase Order Release Number is TP-0000012047.**

Should you have any questions regarding this notification, please contact Mercedes Barreras at (305) 375-1733.

Sincerely,
Mercedes Z. Barreras
Mercedes Z. Barreras
DTPW Infrastructure Manager
Construction Division, DTPW

To Be Completed by The Contracting Firm

I understand and accept the terms and conditions for the **RPQ # 20230216** referenced above.

Accepted by: Company Name: Big D Engineering Inc
Authorized Representative Name: Daniel A. Lara
Authorized Representative Signature:
Dated: 7/1/24

The foregoing was sworn and subscribed before me this 1st day of July, 2024 by Daniel Lara, who is personally known to me or who produced _____ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires: _____

NOTARY PUBLIC
STATE OF FLORIDA

MICHELLE LEE MORGAN
Notary Public - State of Florida
Commission # HH 486584
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

Note: Whoever is signing above is authorized to bind the corporation and must be an officer of the corporation as verified through the Florida Division of Corporations.

Cc: Josiel Ferrer-Diaz, P.E., DTPW
Alejandro Martinez-Esteve, RA, LEED AP, DTPW
Katherine Fernández, DTPW
Alejandro Barros, DTPW
Alvaro M. Castro, DTPW
Alicia Arce, DTPW
Bassam Moubayed, CFM, DTPW
Juan Colon, SBD
Licet Izquierdo, DTPW
Rene Idarraga, P.E., DTPW
Carlos Cortiza, DTPW

MIAMI-DADE COUNTY

Daniella Levine Cava, Mayor

Capital Improvements Division
111 NW 1 St Suite 1410
Miami, FL 33128

CHANGE TO RPQ / PURCHASE ORDER MCC 7040 Plan RPQ: 20230216

CHANGE NO: 1 **DATE: 11/19/2025**

PROJECT NAME: Sidewalk Improvements-Multiple Sites

TO CONTRACTOR: BIG D ENGINEERING INC
PO RELEASE NO: TP-0000012047
PO RELEASE NO 2:

PROJECT LOCATION: Countywide

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This Change Order extends the contract time by 180 non-compensable calendar days on account of additional work assigned to the contractor.

Monetary Justification: N/A

Time Justification: This Change Order extends the contract time by 180 non-compensable calendar days on account of additional work assigned to the contractor as follows: Campbell Dr. from US1 to NE 12 Ave. and Campbell Dr. from US1 South to Condominium Entrance; Rickenbacker Causeway Bus Stop (#26); SW 77 Ct. from SW 57 Ter. to SW 56 St. and SW 56 St. from SW 77 Ct. to SW 77 Ave; and Pine Tree Dr. from (Continued below)

This payment authorization includes all direct and indirect costs associated with the work described herein including, but not limited to costs of labor, material, job overhead, profit markup, costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the RPQ and this change order from the date of the RPQ award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT / ORIGINAL COMPLETION DATE	$655,805.86	10/31/2025
ORIGINAL CONTINGENCY AMOUNT	$65,580.59	
ORIGINAL DEDICATED AMOUNT	$13,957.74	
ORIGINAL TOTAL AMOUNT	$735,344.19	
COST OF CHANGES PREVIOUSLY ORDERED	$0.00	
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	$735,344.19	
COST OF CHANGES WITH THIS DOCUMENT	$0.00	
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	$735,344.19	
PERCENT AMOUNT INCREASE WITH THIS CHANGE	0%	
TOTAL PERCENT AMOUNT INCREASE TO DATE	0%	
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	480 / 0 / 180	
ADJUSTED DURATION INCLUDING THIS CHANGE / REVISED COMPLETION DATE	660	4/29/2026
PERCENT TIME INCREASE WITH THIS CHANGE	38%	
TOTAL PERCENT TIME INCREASE TO DATE	38%	

CERTIFYING STATEMENT: *The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.*

RPQ: 20230216 **Accepted By:** DANIEL A. LARA — **Contractor Name** — **Contractor Signature** — **Date** 2/3/26

RPQ: 20230216 **Accepted By:** Frankenmuth Insurance Company — **Surety Name** — **Surety Signature** Warren Alter, Attorney-in-Fact — **Date** 2/3/2026

In accordance with Implementing Order 3-53, execution by the following persons (TO BE COMPLETED ONLY FOLLOWING EXECUTION BY THE CONTRACTOR AND ITS SURETY) shall constitute approval of the change order, effective on the latest date set forth below.

RPQ: 20230216 **Approved By:** Licet Izquierdo — **DTPW Project Manager Name** — **DTPW Project Manager Signature** Licet Izquierdo — **Date** 02/04/2026

RPQ: 20230216 **Approved By:** Alejandro Barrio — **DTPW Assistant Director Name** — **DTPW Assistant Director Signature** — **Date** 2/5/2026

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz, Russell S. Stampler

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of May, 2025.

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15 day of May, 2025.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

SUSAN L FRESORGER
Notary Public - State of Michigan
County of Saginaw
My Commission Expires Apr 3, 2028
Acting in the County of Saginaw

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 3rd day of February, 2026.

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Frankenmuth Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

Frankenmuth INSURANCE

SURETY BOND SEAL ADDENDUM
Frankenmuth Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Insurance Company has authorized its Attorneys-In-Fact to affix Frankenmuth Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2026, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Insurance Company, by its Attorney-in-Fact, Frankenmuth Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 3rd day of February, 2026.



Sign: _____
Attorney-in-Fact Warren M. Alter

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A WORKSITE AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR THE USE OF COMMUNITY SERVICE HOURS, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, offenders supervised by the Florida Department of Corrections (FDOC) are required to perform public service work imposed by sentencing or releasing authorities; and

WHEREAS, as a tax-exempt entity, the City of Opa-Locka ("City") may collaborate with the Florida Department of Corrections to utilize released offenders' labor in exchange for community service hours; and

WHEREAS, the City will be required to report compliance and performance information to the Department of Corrections regarding work schedules and completed service hours; and

WHEREAS, a work schedule will be arranged for an offender that is agreeable with her/him and the agency. The schedule can only be altered with permission of the Department of Corrections or the worksite supervisor. The City will be obligated to report offenders who fail to comply with the established schedule or work assignment(s) and provide periodic reports to FDOC and the court as to the number of hours completed and the overall work performance of the offender; and

WHEREAS, this Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice; and

WHEREAS, City Manager proposes to assign laborers to aid in beautification initiatives, such as citywide litter clean-up; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to authorize the City to execute a worksite agreement with Florida Department of Corrections, attached hereto as Exhibit "A", for the use of community service hours.

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 City Manager to authorize the City to execute a worksite agreement with Florida Department of Corrections, attached hereto as Exhibit "A", for the use of community service hours.

SECTION 3. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

City Manager:	Sha'mecca Lawson		**CM Signature:**					
Commission Meeting Date:	3.25.2026		**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		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO EXECUTE A WORKSITE AGREEMENT WITH FLORIDA DEPARTMENT OF CORRECTIONS FOR THE USE OF COMMUNITY SERVICE HOURS.

Staff Summary:

Offenders supervised by the Florida Department of Corrections (FDOC)are required to perform public service work imposed by the sentencing or releasing authorities. As a tax-exempt entity, the city is afforded the opportunity to collaborate with FDOC to utilize the released offender's labor in exchange for community service hours.

A work schedule will be arranged for the offender that is agreeable with her/him and the agency. The schedule can only be altered with permission of the Department of Corrections or the worksite supervisor. The city will be obligated to report offenders who fail to comply with the established schedule or work assignment(s) and provide periodic reports to FDOC and the court as to the number of hours completed and the overall work performance of the offender. This Agreement may be terminated at any time upon the mutual consent of both

parties or unilaterally by either party upon no less than 30 calendar days' notice. City Administration proposes to assign the laborers to aid in beautification initiatives such as citywide litter picking.

Financial Impact:

Proposed Action:

Staff recommends the approval of this legislation.

Attachment:

FDOC worksite agreement

FLORIDA DEPARTMENT OF CORRECTIONS

Department of Corrections and Public Service Agency
Work Site Agreement

The undersigned agency certifies, attests, and affirms that the agency is a designated tax-supported or tax exempt entity as certified by the Internal Revenue Service and if required, licensed by appropriate governmental entities and/or registered with the Office of the Secretary of State. The undersigned agency certifies that the following terms have been agreed upon in order to utilize offenders under the supervision of the Florida Department of Corrections to perform public service work imposed by the sentencing or releasing authority. The undersigned agency will provide a copy of the tax exempt certificate to the Department.

A work schedule will be arranged for the offender that is agreeable with her/him and the agency. The schedule can only be altered with permission of the Department of Corrections or the public service agency supervisor. The public service agency agrees to report offenders who fail to comply (excessive tardiness and/or failure to show for work) with the established schedule or work assignment(s).

The offender will be supervised in the performance of her/his duties. Periodic reports will be provided for the Department of Corrections and the court as to the number of hours completed and the overall work performance of the offender. (See attachment)

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than 30 calendar days notice. Notice shall be delivered by certified mail (return receipt requested).

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

It is understood that pursuant to section 948.036 Florida Statutes, offenders who are under the supervision of the Department of Corrections pursuant to section 948.01, Florida Statutes and who are injured during the performance of court ordered public service work are covered by workers' compensation as state employees to the extent of medical treatment for personal injury, with the exception of offenders performing public service hours as the result of a sentence for a DUI offense, as provided in section 316.193, F.S.

The undersigned representatives accept the provisions of this agreement.

DEPARTMENT OF CORRECTIONS:	PUBLIC SERVICE AGENCY:
_____	_____
Approved by: , Correctional Probation Supervisor (Signature)	(Name of Agency)
	_____
	(Representative Signature)
_____	_____
(Title/Name Printed or Typed)	(Title/Name Printed or Typed)
Date: _____	Date: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

*F.S. 948.036 provides that an offender who participates in any work program under the provisions of this chapter shall be considered an employee of the state for purposes of chapter 440 F.S.

cc: Work Site Agency
Circuit Administrator
DC3-204 (Revised 7/20/17)

FLORIDA DEPARTMENT OF CORRECTIONS

PUBLIC SERVICE HOURS

NOTICE OF ASSIGNMENT (To be completed by the Correctional Probation Officer)

TO: _____ _____
Public or Non-Profit Agency | Agency Contact Person/Supervisor and Telephone Number

ADDRESS: _____ _____ _____
Street | City | Zip Code

OFFENDER NAME: _____ **DC#:** _____ , is required to work

a total of _____ hours, at the rate of _____ ☐ Hours/Month ☐ By End of Period of Probation. (PFX:_____ COMP: _____)

The offender's offense is: _____

NOTE TO AGENCY CONTACT PERSON AND OFFENDERS: Per section 948.036, F.S. and section 440.09, F.S., offenders performing community service hours as a condition of state probation are covered under worker's compensation due to personal injury, with the exception of offenders on supervision for a Driving Under the Influence (DUI) offense as provided in section 316.193, F.S.. In addition, offenders are not covered under worker's compensation if they sustain an injury while performing community service hours and the injury was caused primarily due to the use of alcohol or drugs.

The type of supervision is: _____ From: _____ To: _____

If any problems arise or if the offender fails to report, please contact the:

FLORIDA DEPARTMENT OF CORRECTIONS: _____
Correctional Probation Officer

ADDRESS: _____ _____ _____
Street | City | Zip Code

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL ADDRESS: _____

Correctional Probation Officer's Signature: _____ Date: _____

PUBLIC SERVICE HOURS - (To be completed by the Agency Contact Person/Supervisor and returned to the Correctional Probation Officer listed above)

COMPLETED WORK HOURS PERIODIC REPORT

DATE	TIME IN	TIME OUT	HOURS	SUPVR. INITIALS	DATE	TIME IN	TIME OUT	HOURS	SUPVR. INITIALS

(LOG CONTINUED ON BACK)

During the work period, this form was retained by: ☐ The Agency ☐ The Offender.

This worker ☐ has completed, ☐ has partially completed, ☐ has not completed the hours s/he agreed to work, or ☐ did not report. Work completed was ☐ satisfactory ☐ unsatisfactory.

Agency Contact Person/Supervisor Signature: _____ Date: _____

Agency Contact Person/Supervisor E-mail: _____

(CONTINUED FROM FRONT PAGE) COMPLETED WORK HOURS PERIODIC REPORT

DATE	TIME IN	TIME OUT	HOURS	SUPVR. INITIALS	DATE	TIME IN	TIME OUT	HOURS	SUPVR. INITIALS

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING A CITYWIDE ARTIFICIAL INTELLIGENCE (AI) POLICY, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Artificial Intelligence (AI) technologies and software are increasingly being used to enhance efficiency; and

WHEREAS, although AI is beneficial, there are still potential risks that can affect the City of Opa-Locka's privacy and security. Therefore, the City of Opa-Locka ("City") desires to remain accountable, legally compliant, transparent, and ethically responsible when using AI; and

WHEREAS, pursuant to Resolution No. 25-121, the City Manager is proposing a citywide AI policy for adoption by the City Commission. It is the intent of the City Manager that the policy establishes the governing framework for implementation and defines certain roles and responsibilities to ensure proper use and incorporate risk management measures; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to adopt the citywide Artificial Intelligence Policy, attached hereto as Exhibit "A."

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby adopts the citywide Artificial Intelligence Policy, attached hereto as Exhibit "A."

SECTION 3. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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:	Phil Walker			**Department Director's Signature:**			
City Manager:	Sha'mecca Lawson			**CM Signature:**			
Commission Meeting Date:	3.25.2026		**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		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, ADOPTING THE CITYWIDE ARTIFICIAL INTELLIGENCE (AI) POLICY.

Staff Summary:

Artificial Intelligence (AI) technologies and software has been increasingly used to enhance efficiency. Although it is beneficial, there are still potential risks that can affect the city's privacy and security. Therefore, the city must remain accountable, legally compliant, transparent and ethically responsible when using AI. Pursuant to Resolution No. 25-121, the City Manager is presenting a citywide AI policy for adoption. This policy establishes the governing framework for implementation and defines the roles and responsibilities to ensure proper use and risk management.

Financial Impact: There is no fiscal impact to adopt the Artificial Intelligence policy.

Proposed Action:

Staff recommends the approval of this legislation.

Attachment:

Artificial Intelligence Policy

CITY OF OPA-LOCKA

ARTIFICAL INTELLIGENCE (AI) POLICY

PURPOSE

The purpose of this policy is to ensure the secure, legal, and ethical use of Generative Artificial Intelligence (GenAI) technologies by employees, contractors, and vendors of the City of Opa-locka.

This policy establishes guidelines for the acceptable use of GenAI tools while protecting City data, systems, residents, and employees from security risks, privacy violations, and misuse of artificial intelligence technologies.

DEFINITIONS

Generative AI

These are software systems that create content such as text, images, audio, or code based on user prompts. For example: ChatGPT, Microsoft Copilot or Google Gemini.

Approved AI Applications

AI tools that have been reviewed by the IT Department and submitted to the Manager's office for official use.

Confidential information

Any non-public city data including but not limited to:

- Personal Identifiable Information (PII)
- Law enforcement data
- Financial records
- Internal communications that would risk city operations if known publicly
- Any data protected under Florida law or federal regulations

Publicly Available AI Tools

AI systems that are accessible to the public through any medium (including, but not limited to, CD, SD cards, flash drives, or the internet), and that are not controlled, managed, or distributed by the City of Opa-locka.

Use of Public AI Tools

Employees may only use approved AI applications for official city business. Public AI tools: ChatGPT, Google Gemini, or any other AI tools on the market today or in the future.

Governing Standards and Compliance

The IT industry has governing bodies that make recommendations that are followed by the federal and local government. This policy aligns with those recommendations and is informed by:

Florida Public Records law (Chapter 119, Florida Statues)

Florida information Protection Act (FIPA)

CJIS Security Policy (for law enforcement data)

NIST AI Risk Management Framework (AI RMF 1.0)

NIST Cyber Security Framework (CSF)

NIST is the National Institution of Standards and Technology

Bias and Content Review

Employees must evaluate AI-generated content prior to distribution. This evaluation must ensure the content is accurate and free from bias, discrimination, or other unethical outcomes resulting from AI-generated data.

SCOPE

This policy applies to all individuals with access to City of Opa-locka information systems, including employees, contractors, consultants, vendors, and temporary personnel.

This policy applies to:

- Use of Generative AI applications (e.g., ChatGPT, Gemini)
- Development of AI models or integration into City systems
- Use of publicly available AI tools
- Use of City data in conjunction with AI platforms

This policy covers the use of GenAI on:

- City-owned computers and mobile devices
- City networks and systems
- Personal devices used for City business

AUTHORITY

This policy is governed by Florida Cybersecurity Standards, Florida Administrative Code, applicable federal and state privacy laws, and City of Opa-locka IT security policies.

DISTRIBUTION

This policy shall be distributed through employee onboarding, annual cybersecurity training, internal policy repositories, and email distribution to City employees.

POLICY

All employees and contractors must comply with applicable laws, regulations, and City policies regarding the use or development of GenAI tools.

1. Approved Use of GenAI Applications

Employees may not use unapproved AI applications when conducting City business.

Employees must not:

- Use City credentials to sign into publicly available AI tools unless the subscription is approved by the City Manager.
- Install non-approved AI software, plug-ins, APIs, or integrations on City computers.
- Implement AI-generated code into City systems without review and approval from the Information Technology Department.

2. Protection of Confidential Information

Employees must ensure that confidential or sensitive information is never entered into unapproved AI systems.

Examples include:

- Internal City documents
- Law enforcement information
- Financial records
- Employee personal information
- Resident personal data (PII)

If employees are unsure whether information may be entered into an AI system, they must consult their supervisor or the IT Department.

3. Review of AI Generated Content

All AI-generated content used for City business must be reviewed for accuracy, bias, and appropriateness before being used or published.

4. Ethical Use

Employees must not use AI to generate misleading information, impersonate individuals, commit fraud, or produce discriminatory content.

ACCEPTABLE USE

Approved uses include:

- Researching publicly available information
- Brainstorming ideas
- Drafting emails or documents
- Summarizing public reports
- Translating public information
- Creating training materials
- Drafting public communications

APPROVED AI APPLICATIONS

Approved tools currently include:

- ChatGPT
- Google Gemini

This list may be updated by the Information Technology Director.

MONITORING

The City of Opa-locka IT Department may monitor the use of AI tools on City systems to ensure compliance with this policy.

ROLES AND RESPONSIBILITIES

City Manager

- Provide executive oversight of AI governance

IT Director

- Approve AI platforms
- Maintain and update this policy
- Ensure cybersecurity compliance

Department Managers

- Ensure employees follow the policy
- Escalate questions to IT

Employees

- Follow this policy
- Review AI outputs for accuracy and bias
- Protect City data
- Use only approved AI tools

POLICY VIOLATIONS

Failure to comply with this policy may result in disciplinary action, revocation of system access, or termination of employment where applicable.

Sponsored by: Mayor Taylor

RESOLUTION NO. _____

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

WHEREAS, the Summer Youth Employment Program, within the City of Opa-Locka ("City") was implemented in 2014 and has been proven to be successful in providing local students with the opportunity to gain professional skills and insight into the daily operations of a city government; and

WHEREAS, the City previously entered into an agreement with Career Source South Florida ("CSSF") to facilitate this program and while under CSSF's supervision the program has continuously gained popularity and is a highly sought opportunity by the youth and adolescent residents; and

WHEREAS, the City Commission desires to enter into a Youth Employment Program Funding Agreement with the South Florida Workforce Investment Board (SFWIB) for implementation of a Summer Youth Jobs Program consistent with the Agreement attached hereto as Exhibit "A"; and

WHEREAS, funding of Fifty Thousand Dollars ($50,000.00) is available under Account 13-513340 to support the program; and

WHEREAS, the City Commission believe it is in the best interest of the City to enter into an agreement with Career Source South Florida (South Florida Workforce Investment Board (SFWIB)) to implement the program for Fiscal Year 2025-2026, 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 hereby directs the City Manager to allocate Fifty Thousand Dollars ($50,000.00) for a Summer Youth Jobs Program and enter into a funding agreement with the South Florida Workforce Investment Board, pursuant to the terms and conditions set forth in Exhibit "A" hereto.

SECTION 3. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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

City Manager:	Sha'mecca Lawson			**CM Signature:**				
Commission Meeting Date:	3.25.2026		**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	Mayor Taylor		**Department:**		City Commission			

Short Title:

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CAREERSOURCE SOUTH FLORIDA (CSSF) TO ASSIST IN FACILITATING THE CITY'S SUMMER YOUTH EMPLOYMENT PROGRAM.

Staff Summary:

The Summer Youth Employment Program was implemented in 2014 and has been proven to be successful in providing local students with the opportunity to gain professional skills and insight into the daily operations of a city government.

The City previously entered into an agreement with Career Source South Florida to facilitate this program and while under CSSF's supervision the program has continuously gained popularity and is a highly sought opportunity by the youth and adolescent residents. The Mayor and City Commission believe it is in the best

interest of the City to renew the agreement with Career Source South Florida to continue the program for FY 26-.

Financial Impact – This will be funded through Account # 13-513340: Other Contracted Services in the amount of $50,000.

Proposed Action:

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

Attachment:

Agreement between CareerSource and City of Opa-locka

YOUTH EMPLOYMENT PROGRAM
FUNDING AGREEMENT

This AGREEMENT ("Agreement") is entered into this_____ day of _____ 2026, between the **CITY OF OPA-LOCKA** (the "CITY"), having an address of 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054, and the **SOUTH FLORIDA WORKFORCE INVESTMENT BOARD** (the "SFWIB") having an address of 7300 Corporate Center Drive, Suite 500, Miami, FL 33126 (Collectively referred to as the "Parties").

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

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

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

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

1. TERM. This Agreement shall be effective for a term which commences on June 15, 2026 and ends on December 31, 2026, irrespective of the date of execution, unless terminated earlier pursuant to this Agreement. The parties agree to comply with the terms of the Agreement, as long as all services are rendered within the term of this Agreement.

2. DUTIES AND RESPONSIBILITIES.

A. Duties of the CITY.

1. The CITY shall pay the SFWIB up to F**ifty Thousand Dollars ($50,000.00)** to fund the Program. One of the SFWIB's youth service providers will deliver services to eligible youth ages 15 -18 years of age, which include, but are not limited to, intake, eligibility determination, work readiness and referral to work sites.

2. The CITY shall only pay the SFWIB upon receipt and approval of documentation that provides the identity of eligible youth participating in the Program, hourly wage paid to the said youth and the number of hours the youth worked.

3. The CITY shall have no obligation to pay any monies unless it receives all required documentation. The CITY shall pay the SFWIB within thirty (30) days of receiving the required documentation.

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

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

6. The CITY reserves the right to seek repayment of any funds that are not used by the SFWIB to fund the Program as set forth herein.

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

B. Duties of the SFWIB.

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

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

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

3. Recruit and engage businesses in the City of Opa-locka to participate in the City of Opa locka Summer Youth Employment Program.

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

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

6. Provide a detailed report to the CITY that identifies the businesses and youth participating in the Program no later than December 31, 2026.

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

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

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

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

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

12. Ensure that youth who participate in the Program are properly compensated and that it and all businesses comply with all local, state and federal employment regulations.

13. Ensure that appropriate federal forms are completed and pay any and all taxes and Social Security payments that may be due and owing.

3. INDEMNITY

The **SFWIB** shall indemnify and hold harmless the CITY, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **SFWIB** or the **SFWIB's** officers, employees, agents, or servants. The **SFWIB** shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the **SFWIB** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the **SFWIB** arising out of the same incident or occurrence which exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **SFWIB** or the **SFWIB's** officers, employees, or servants.

The **CITY** shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **CITY** or the **CITY'S** officers, employees, agents, or servants. The **CITY** shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the **CITY** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the **CITY** arising out of the same incident or occurrence which exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CITY** or the **CITY'S** officers, employees, or servants.

4. INSURANCE.

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

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

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

5. MAINTENANCE OF RECORDS.

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

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

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

6. TERMINATION.

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

Should the CITY determine that the SFWIB breached any provision of this Agreement; the CITY may terminate this Agreement, for cause, immediately and without prior notice to the SFWIB. Should the CITY terminate this Agreement for cause, the CITY shall provide notice as soon as possible to the SFWIB.

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

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

7. INDEPENDENT CONTRACTOR. The SFWIB is an independent contractor. No party is an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors between the SFWIB and the CITY, or

between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this Agreement.

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

FOR SOUTH FLORIDA WORKFORCE INVESTMENT BOARD:

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

FOR THE CITY OF OPA-LOCKA:

Sha'mecca Lawson, Interim City Manager
The City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

9. PUBLIC RECORDS.

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

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

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

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

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost to the City, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SFWIB upon termination of this Agreement. Upon termination of this

Agreement, the SFWIB shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the SFWIB in a format that is compatible with the SFWIB's information technology systems.

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

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

10. MISCELLANEOUS.

General Provisions

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

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

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

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

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

F. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such results shall not affect the other terms and provisions of this Agreement or

applications thereof which can be given effect without the relevant term, provision, or application, and to this end the Parties agree that the provisions of this Agreement are and shall be severable.

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

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

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

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

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

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

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

N. The SFWIB shall keep all books, records and rosters in accordance with regularly accepted accounting procedures, and shall make those documents available to the CITY for inspection and audit at a location determined by the SFWIB and upon reasonable notice to the SFWIB.

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

P. This Agreement sets forth the full and complete understanding of the Parties as of **March 25, 2026**, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

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

CITY OF OPA-LOCKA

By: _____
Sha'mecca Lawson
City Manager

ATTEST:

By: _____
Joanna Flores
City Clerk

Approved as to Legal form:

By: _____
Burnadette Norris-Weeks
City Attorney

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

By: _____
Rick Beasley
Executive Director

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

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

South Florida Workforce Investment Board
Business Name (if applicable)

20-4957175
Tax Id #



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Filing History
Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

CAREERSOURCE SOUTH FLORIDA

Filing Information

Registration Number	G13000089842
Status	ACTIVE
Filed Date	09/11/2013
Expiration Date	12/31/2028
Current Owners	1
County	MIAMI-DADE
Total Pages	3
Events Filed	2
FEI/EIN Number	20-4957175

Mailing Address

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

Owner Information

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

Document Images

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

11/06/2023 -- RENEWAL View image in PDF format

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

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Sponsored by: Mayor Taylor

RESOLUTION NO. 26-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, JOINING MIAMI-DADE COUNTY AND THE OFFICE OF MIAMI-DADE COUNTY COMMISSIONER RAQUEL REGALADO, DISTRICT 7, IN RECOGNIZING WORLD AUTISM AWARENESS DAY ON APRIL 2; AUTHORIZING THE RAISING OF THE AUTISM ACCEPTANCE FLAG AT THE OPA-LOCKA GOVERNMENT CENTER ON APRIL 2, 2026; FURTHER AUTHORIZING THE FLAG TO REMAIN DISPLAYED THROUGHOUT THE MONTH OF APRIL IN RECOGNITION OF AUTISM ACCEPTANCE MONTH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, April is widely recognized throughout the United States as Autism Acceptance Month, dedicated to increasing understanding, inclusion, and support for individuals on the autism spectrum; and

WHEREAS, World Autism Awareness Day is observed annually on April 2 to promote awareness, acceptance, and inclusion of individuals with Autism Spectrum Disorder; and

WHEREAS, individuals with Autism Spectrum Disorder contribute valuable perspectives, talents, and strengths to communities, schools, workplaces, and civic life; and

WHEREAS, the City of Opa-Locka seeks to promote a community that values diversity, accessibility, and opportunity for residents of all abilities; and

WHEREAS, the City Commission desires to join Miami-Dade County and the Office of Raquel Regalado, Commissioner for District 7, in recognizing and supporting autism awareness and acceptance initiatives throughout the County; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents demonstrate its support by raising the Autism Acceptance Flag at Opa-Locka City Hall on April 2, 2026 and allowing the flag to remain displayed throughout the month of April.

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

SECTION 1. The City Commission hereby joins Miami-Dade County and the Office of Raquel Regalado, Miami-Dade County Commissioner for District 7, in recognizing World Autism Awareness Day on April 2, 2026.

SECTION 2. The City Commission authorizes the raising of the Autism Acceptance Flag at Opa-locka City Hall on April 2, 2026.

SECTION 3. The Autism Acceptance Flag shall remain displayed at City Hall throughout the month of April 2026 in recognition of Autism Acceptance Month, unless otherwise required by federal, state, or municipal flag protocols.

SECTION 4. The City Manager is hereby authorized to take any actions necessary to implement the intent of this Resolution, including coordination with Miami-Dade County and the Office of Raquel Regalado regarding the April 2 recognition event.

SECTION 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, 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 6. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee

PASSED and **ADOPTED** this _____ day of _____, 2026.

_____
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: _____

Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

City Manager:	Sha'mecca Lawson			**CM Signature:**				
Commission Meeting Date:	3.25.2026		**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		
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	Mayor Taylor		**Department:**		City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, JOINING MIAMI DADE COUNTY AND THE OFFICE OF MIAMI-DADE COUNTY COMMISSIONER RAQUEL REGALADO, DISTRICT 7, IN RECOGNIZING WORLD AUTISM AWARENESS DAY ON APRIL 2 AND FURTHER AUTHORIZING THE DISPLAY OF THE AUTISM FLAG THROUGHOUT THE MONTH OF APRIL.

Staff Summary:

April is recognized nationally as Autism Awareness Month, a time dedicated to increasing understanding, acceptance, and inclusion of individuals on the autism spectrum. Autism Spectrum Disorder affects millions of individuals and families nationwide; however, it has a significant impact on the residents of Opa-locka.
The City Commission desires to join Miami-Dade County and the Office of Raquel Regalado, Commissioner for District 7, in recognizing and supporting autism awareness and acceptance initiatives throughout the County

On World Autism Day observed on Thursday, April 2nd, 2026, the city shall raise the autism flag at the Historic City Hall and continue to display it throughout the month of April. This observance will highlight the

importance of early diagnosis, access to support services, and reaffirm the commitment to supporting individuals with autism and their families within our community.

Financial Impact: There will be no financial cost to the City in observing April 2 as World Autism Day.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Sponsored By: City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, DIVISION 5 ENTITLED "WATER AND SEWER IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-379(F) ENTITLED "LEGISLATIVE FINDINGS" TO CHANGE THE NAME OF THE UPDATED RATE STUDY CONSULTANT TO STANTEC CONSULTING SERVICES INC; AMENDING SECTION 22-385 ENTITLED "COMPUTATION OF THE AMOUNT OF WATER AND SEWER IMPACT FEE" TO UPDATE WATER AND SEWER AND RELATED FACILITIES FEES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") pursuant to Resolution Number 23-139, the City of Opa-Locka retained Stantec Consulting Services Inc. (Stantec) to conduct a comprehensive impact fee study related to new land development for water and sewer and related facilities; and

WHEREAS, based upon data collected, infrastructure needs and growth projections, Stantec updated water study and recommended modifications to the City's water and sewer impact fees; and

WHEREAS, the Impact Fee Study was presented to the City Commission on December 10, 2025; and

WHEREAS, the recommended amendments to water and sewer and related facilities impact fees are necessary to ensure that adequate levels of service are provided and maintained for growth in residential, commercial and industrial areas.

WHEREAS, the City desires to amend Chapter 22, Article XII, of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", specifically Section 22-379(f) entitled "Legislative Findings" to replace the name of the Study Consultant to reflect Stantec Consulting Services Inc; and

WHEREAS, the City further desires to amend Section 22-385 to update

the water and sewer and related facilities impact fees to be consistent with the Impact Fee Study conducted by Stantec Consulting Services Inc; and

WHEREAS, the City Commission has determined that it would be in the best interests of the City to amend the Land Development Regulations as set forth 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 Chapter 22, Article XII, Section 22-379(f) of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", specifically Section 22-379(f) entitled "Legislative Findings" as follows:

Sec. 22-379. Legislative findings.

The city commission finds, determines, and declares:

A. *The city must expand its water and sewer system in order to maintain current standards if new development is to be accommodated without decreasing current levels of service. This must be done in order to promote and protect the public health, safety and welfare.*

B. *The state legislature through the enactment of F.S. § 3202(3) has sought to encourage the city to enact impact fees.*

C. *The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;*

D. *Each of the types of land development described in section 22-385, will create demand for the expansion of road drainage capacity and the construction of road drainage improvements.*

E. *The impact fees established by section 22-385 are derived from, are based upon, and do not exceed the costs of providing additional water and sewer capacity and improvements necessitated by the new land developments for which the impact fees are levied.*

F. *The city retained* Stantec Consulting Services Inc. ~~*Burton and Associates*~~ *to conduct a study on the need for water and sewer impact fees and the methods for calculating such fees, and that study, which was presented to the city commission on December 10, 2025, is hereby incorporated reference in its entirety.*

Section 3. Amending Chapter 22, "Land Development Regulations,"Article XII, Division 5 entitled "Water and Sewer Impact Fees" of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", specifically Section 22-385 entitled "Computation of the Amount of Water and Sewer Impact Fee" as follows:

Sec. 22-385. Computation of the amount of water and sewer impact fee.

The total combined water and sewer impact fees are ~~$2,715.00~~ $3,009.00. A table presenting the calculated impact fee assuming one hundred (100) percent cost recovery from this study is presented below:

Effective Date	Water
Oct. 1, 2026	$1,570
Oct. 1, 2027	$1,701
Oct. 1, 2028	$1,701
Oct. 1, 2029	$1,701

~~**Calculated Water & Sewer Impact Fees per ERU**~~		
~~**Water**~~	~~**Sewer**~~	~~**Combined**~~
~~$1,439.00~~	~~$1,276.00~~	~~$2,715.00~~

Water meter size is used to determine ERUs for water and sewer customers. Single-family homes represent one ERU as they typically have a three-quarter (¾) inch by five-eighths (⅝) inch water meter. For larger meter sizes, the following table shows the ERUs for each meter size and the resulting water and sewer impact fees by meter size. The ERUs for each meter size are determined by the AWWA maximum flow criteria for each meter size. (See the table below and the attached impact fee study).

Water Meter Size	ERU Equivalency	10/1/26 Water & Sewer Impact Fee	10/1/27 Water & Sewer Impact Fee	10/1/28 Water & Sewer Impact Fee	10/1/29 Water & Sewer Impact Fee
5/8 inch	1	$3,009	$3,300	$3,460	$3,620
1 inch	2.5	$7,523	$8,250	$8,650	$9,050
1 1/2 inch	5	$15,045	$16,500	$17,300	$18,100
2 inch	8	$24,072	$26,400	$27,680	$28,960
3 inch	21.8	$65,596	$71,940	$75,428	$78,916
4 inch	37.5	$112,838	$123,750	$129,750	$135,750
6 inch	80	$240,720	$264,000	$276,800	$289,600
8 inch	140	$421,260	$462,000	$484,400	$506,800

~~Water Meter Size~~	~~ERUs~~	~~Water Impact Fee~~	~~Sewer Impact Fee~~	~~Combined: Water and Sewer Impact Fee~~
~~¾ inch~~	~~1~~	~~1,439~~	~~1,276~~	~~2,715~~
~~1 inch~~	~~2.5~~	~~3,598~~	~~3,190~~	~~6,788~~
~~1 ½ inch~~	~~5~~	~~7,195~~	~~6,380~~	~~13,575~~
~~2 inch~~	~~8~~	~~11,512~~	~~10,208~~	~~21,720~~
~~3 inch~~	~~16~~	~~23,024~~	~~20,416~~	~~43,440~~
~~4 inch~~	~~25~~	~~35,975~~	~~31,900~~	~~67,875~~
~~6 inch~~	~~50~~	~~71,950~~	~~63,800~~	~~135,750~~
~~8 inch~~	~~80~~	~~115,120~~	~~102,080~~	~~217,200~~

SECTION 4. Authorization of City Commission. The City Commission of the City of Opa-Locka, Florida hereby authorizes the update of the amendments as set forth herein.

SECTION 5. 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 6. Conflict and Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. 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.

SECTION 8. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as 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 9. 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 _____ 2026.

PASSED SECOND READING this __ day of _____ 2026.

_____
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:**			
City Manager:	Sha'mecca Lawson			**CM Signature**			
Commission Meeting Date:	3.11.2026		**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		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)* **Business & Economic Development**			
	X							
Sponsor Name	City Manager		**Department:**		Planning & Community Development			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ORDINANCE 15-24 RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PROVIDING FOR NEW WATER AND SEWER AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A WATER AND SEWER IMPACT FEE; PROVIDING FOR REVIEW OF WATER AND SEWER IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE ESTABLISHMENT OF A WATER AND SEWER IMPACT FEE DISTRICT; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM WATER AND SEWER IMPACT FEES INTO THE WATER AND SEWER IMPACT FEE TRUST FUND ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM WATER AND SEWER IMPACT FEES; PROVIDING THAT WATER AND SEWER IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT

INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION FOR SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

Water and sewer services are essential to maintain an elevated quality of life. Impact fees should be reviewed and updated every five years to ensure they remain sufficient to meet current and projected demands, however the City's fees have been in effect for nearly a decade.

The City Commission previously adopted Ordinance No. 15-24 which imposed impact fees on new land development for water and sewer related facilities.

Pursuant to Resolution No. 23-139, the City retained Stantec Consulting Services to conduct a comprehensive impact fee study. Based on current data, infrastructure needs, and growth projections, Stantec recommended modifications to the City's water and sewer impact fees. The Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference.

The recommended amendments to the water and sewer and related facilities impact fees are necessary to ensure that adequate levels of service are provided and maintained for new growth in residential, commercial, and industrial areas. The existing impact fees—$1,439 per Equivalent Residential Unit (ERU) for water and $1,276 per ERU for sewer—are insufficient to meet the City's current and future infrastructure needs.

Accordingly, Stantec recommended a four-year phased-in increase to the water and sewer impact fees, as outlined below:

Phase In Year	Date Range	Water Impact Fee	Sewer Impact Fee	Total Impact Fee
Year 1	July 1, 2026-June 30, 2027	$1,570	$1,439	$3,009
Year 2	July 1, 2027-June 30, 2028	$1,701	$1,599	$3,300
Year 3	July 1, 2028-June 30, 2029	$1,701	$1,759	$3,460
Year 4	July 1,2029-June 30, 2030	$1,701	$1,919	$3,620

Financial Impact- With a Water Impact fee increase of $131.00 or 9% and the Sewer Impact fee of $160.00 or 13%. Cumulatively this equates to $291.00 or 11% increase. Future Impact Fee revenues could increase at the same rate or more depending on new development in the City.

Proposed Action:

Planning and Community Development staff recommend the approval of this legislation.

Attachment:

Draft Ordinance
Stantec Impact Fee Study and Recommendations
Ordinance 04-09
Ordinance 15-24



Stantec

Opa-Locka, FL

Impact Fee Study

Background

- City of Opa-Locka impact fees unchanged since 2015 Study performed by Stantec
  - Parks
  - Police
  - Stormwater
  - Water
  - Sewer

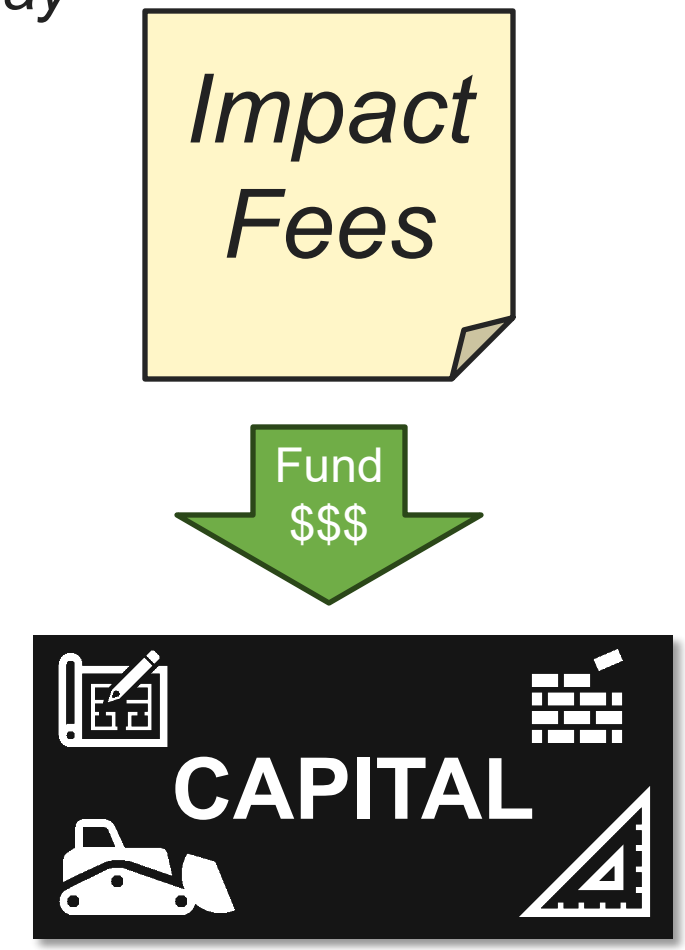


Scope of Study: Re-calculate all existing impact fees

Background

- Impact fees allow new development to *"pay its own way"*
  - Funds expansion related capital costs
  - Not for operations, maintenance, or replacement

- Without impact fees:
  1) Facilities may not be constructed
  2) Facilities may be funded by existing taxpayers



Background

Current Fee schedule (adopted in 2015)

	Parks	Public Safety	Stormwater	Water	Sewer
Charge	$0.998	$0.17	$829	$1,439	$1,279
Unit	SQFT	SQFT	ERU	ERU	ERU

Calculation

US CPI Growth since ‘15 = 32%

	Cost Basis	Capacity	Single Family Impact Fee	Existing (2015)	%
Parks	$12.6 M	Existing Residential Served	**$1.31**	$0.998	31%
Public Safety	$3.8 M	Existing Served	**$0.20**	$0.17	18%
Stormwater	$15.1 M	Existing Impervious ERUs + 15yr Growth	**$835**	$829	1%
Water	$26.3 M	Equivalent Residential Connections	**$1,701**	$1,439	18%
Sewer	$30.3 M	Equivalent Residential Connections	**$2,405**	$1,279	88%

Totals – Single Family

	Existing Fee (2015)	Proposed Impact Fee	Change $	Change %
Parks*	$1,497	**$1,965**	+$468	31%
Public Safety*	$255	**$300**	+$45	18%
Stormwater **	$829	**$829**	$0	0%
Water	$1,439	**$1,701**	+$262	18%
Sewer ***	$1,279	**$1,919**	+$640	50%
Total	$5,299	**$7,315**	+$1,415	38%

* Single Family average of 1,500 SF

** Recommend no change

*** Capped at 50%

Reforms to Florida Impact Fee Law



"Phase-In Limitations" on Impact Fee Increases

- ☑ ≤ 25% Two Equal Annual Increments
- ☑ >25% ≤ 50% Four Increments
- ☑ >50% Not Allowed
- ☑ Increase only once every 4 years

Exceeding the Limitations

1. A special study that outlines ***extraordinary circumstances***
2. Two publicly noticed workshops
3. Two-thirds approval

Parks and Recreation Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee	31%	4 Year	$ 0.998	$ 1.08	$ 1.15	$ 1.23	$ 1.31

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee		*$ 0.08*	*$ 0.07*	*$ 0.08*	*$ 0.08*

Public Safety Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee	18%	2 Years	$ 0.17	$ 0.19	$ 0.20	$ 0.20	$ 0.20

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee		*$ 0.02*	*$ 0.01*	$ -	$ -

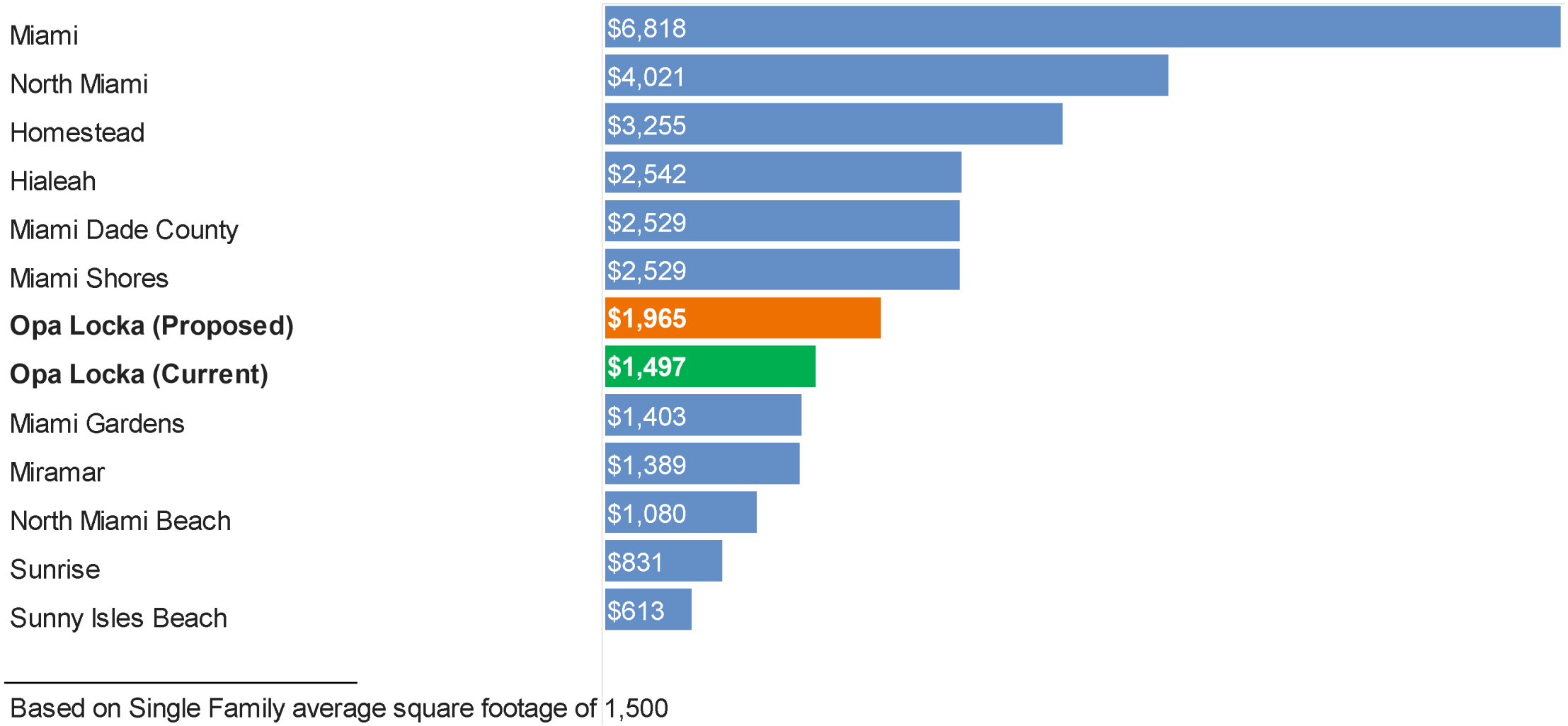
Water/Sewer Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Water Impact Fee	18%	2 Year	$ 1,439.00	$ 1,570.00	$ 1,701.00	$ 1,701.00	$ 1,701.00
Sewer Impact Fee	50% [1]	4 Year	$ 1,279.00	$ 1,439.00	$ 1,599.00	$ 1,759.00	$ 1,919.00

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Water Impact Fee		*$ 131.00*	*$ 131.00*	*$ -*	*$ -*
Sewer Impact Fee		*$ 160.00*	*$ 160.00*	*$ 160.00*	*$ 160.00*

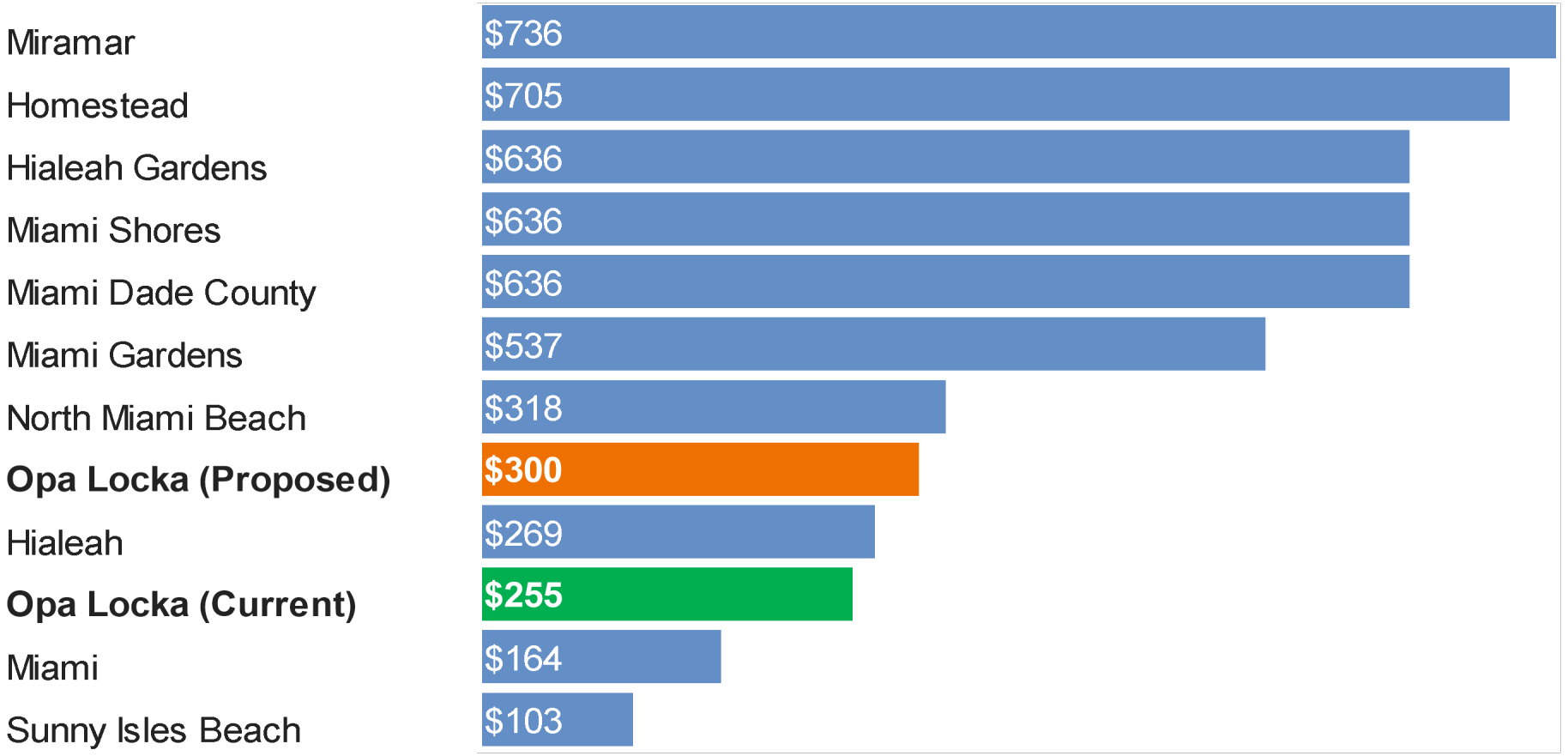
[1] Sewer Impact Fee increase limited to 50% according to limits set by Florida State Statues

Parks and Recreation Impact Fee Survey – Single Family



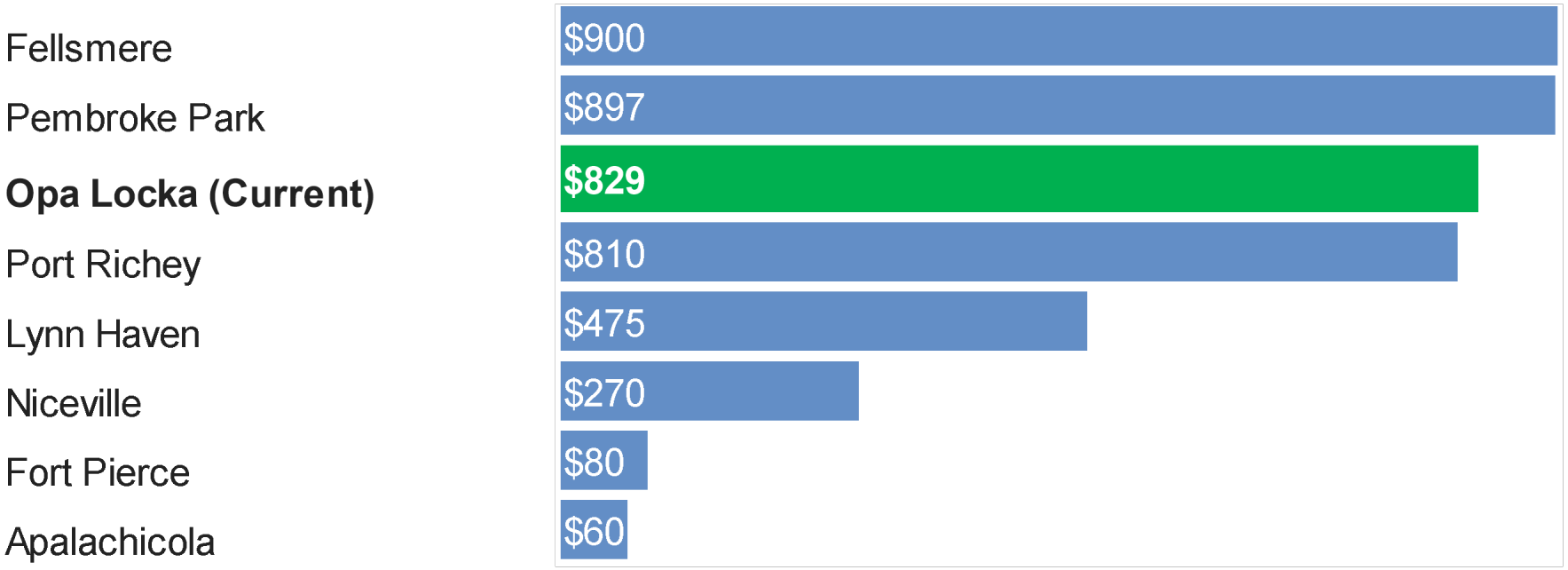
Based on Single Family average square footage of 1,500

Public Safety Impact Fee Survey – Single Family



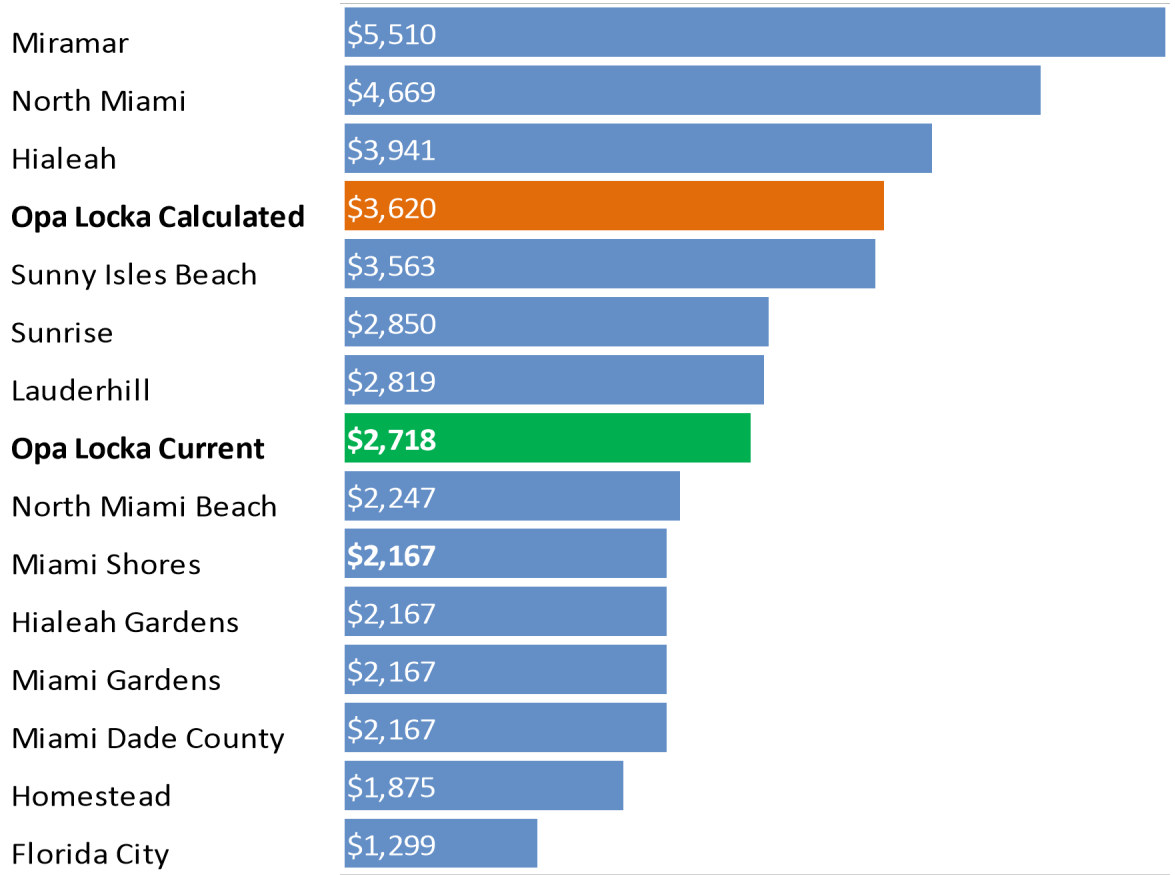
Based on Single Family average square footage of 1,500

Stormwater Impact Fee Survey – Single Family



Water/Sewer Impact Fee Survey – Single Family

Single Family Water Sewer Impact Fee Survey



Based on Single Family average square footage of 1,500

Next Steps

- Consider adopting the updated schedule of calculated impact fees as presented herein
- Notice required **90 days** before the effective date
- Update impact fees in four years



Questions?

Peter Napoli
Senior Manager
Peter.Napoli@stantec.com

1st Reading: June 24, 2015
2nd Reading: July 22, 2015
Public Hearing: July 22, 2015
Adopted: July 22, 2015
Effective Date: July 22, 2015
Sponsored by: City Manager

ORDINANCE NO. 15-24

WATER AND SEWR IMPACT FEE ORDINANCE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PROVIDING FOR NEW WATER AND SEWER AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A WATER AND SEWER IMPACT FEE; PROVIDING FOR REVIEW OF WATER AND SEWER IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE ESTABLISHMENT OF A WATER AND SEWER IMPACT FEE DISTRICT; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM WATER AND SEWER IMPACT FEES INTO THE WATER AND SEWER IMPACT FEE TRUST FUND ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM WATER AND SEWER IMPACT FEES; PROVIDING THAT WATER AND SEWER IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION FOR SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1: Legislative Findings

The City Commission of the City of Opa-locka finds, determines, and declares:

A. The City of Opa-locka must expand its water and sewer system in order to maintain current standards if new development is to be accommodated without decreasing current levels of service. This must be done in order to promote and protect the public health, safety and welfare.

B. The Florida Legislature through the enactment of Florida Statutes, Chapter 163, Part II, Section 3202(3) has sought to encourage the City of Opa-locka to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

D. Each of the types of land development described in Section 7 hereof, will create demand for the expansion of road drainage capacity and the construction of road drainage improvements.

E. The impact fees established by Section 7 are derived from, are based upon, and do not exceed the costs of providing additional water and sewer capacity and improvements necessitated by the new land developments for which the impact fees are levied.

F. The City retained Burton and Associates to conduct a study on the need for water and sewer impact fees and the methods for calculating such fees, and that study, which was presented to the City Commission on May 5th, 2015, is hereby incorporated reference in its entirety.

Section 2. Short Title and Authority

A. This ordinance shall be known and may be cited as the "The City of Opa-locka Water and Sewer Impact Fee Ordinance."

B. The City Commission of the City of Opa-locka has the authority to adopt this ordinance pursuant to Article IV of the Constitution of the State of Florida, and Chapter 125 of the Florida Statutes.

C. This ordinance shall apply in the incorporated area of the City of Opa-locka.

Section 3: Intents and Purposes

A. This ordinance is intended to assist in the implementation of the City of Opa-locka Comprehensive Plan.

B. The purpose of this ordinance is to regulate the use and development of land so

as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide water and sewer improvements in the City of Opa-locka.

Section 4: Rules of Construction

A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:

(1) In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.

(2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

(3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(4) The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for."

(5) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(6) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:

(a) "And" indicates that all the connected terms, conditions, provisions or events shall apply.

(b) "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(c) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(7) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(8) "Administrative Official" means the Director of the Building & License Department and the Building Official or his/her designee who will carry out the administration of this ordinance.

Section 5: Definitions

A. A "fee payer" is a person applying for the issuance of a building permit.

B. "Building permit" is the approval issued by the City of Opa-locka that authorizes the construction or placement of a building, dwelling, mobile home, recreational vehicle or other structure on a site, where the purposes of the building or structure is for the occupancy by humans. This would include temporary as well as permanent occupancy.

C. A "capital improvement" includes planning, land acquisition, site improvements, the construction of new or expanded road drainage facilities, and the acquisition of equipment, but excludes maintenance and operation.

D. "Development Order" means a regulatory approval by the City of Opa-locka.

E. "Square Footage" shall be measured in terms of heated or air-conditioned floor area.

Section 6: Imposition of Water and Sewer Impact Fee

A. Any person who, after the effective date of this ordinance, seeks to develop land within the City of Opa-locka, Florida, by applying for a building permit is hereby required to pay a water and sewer impact fee in the manner and amount set forth in this ordinance.

B. No Certificate of Occupancy for any activity requiring payment of a Road Drainage Impact Fee pursuant to Section 7 of this ordinance shall be issued unless and until the Water and Sewer Impact Fee hereby required has been paid.

C. No extension of a building permit issued prior to the effective date of this ordinance for any activity requiring payment of a Road Drainage Impact Fee pursuant to Section 7 of this ordinance shall be granted unless and until the Water and Sewer Impact Fee hereby required has been paid.

Section 7: Computation of the Amount of Water and Sewer Impact Fee

The total combined water and sewer impact fees are $2,715. A table presenting the calculated impact fee assuming 100% cost recovery from this study is presented below.

Calculated Water & Sewer Impact Fees per ERU		
Water	**Sewer**	**Combined**
$1,439	**$1,276**	**$2,715**

Water meter size is used to determine ERU's for water and sewer customers. Single-Family homes represent one ERU as they typically have a 3/4" x 5/8" water meter. For larger meter sizes, the

following table shows the ERU's for each meter size and the resulting water and sewer impact fees by meter size. The ERU"s for each meter size are determined by the AWWA maximum flow criteria for each meter size. (See the table below and the attached Impact Fee Study).

Water Meter Size	ERU's	Water Impact Fee	Sewer Impact Fee	Combined: Water & Sewer Impact Fee
¾ inch	1	1,439	1,276	2,715
1 inch	2.5	3,598	3,190	6,788
1-1/2 inch	5	7,195	6,380	13,575
2 inch	8	11,512	10,208	21,720
3 inch	16	23,024	20,416	43,440
4 inch	25	35,975	31,900	67,875
6 inch	50	71,950	63,800	135,750
8 inch	80	115,120	102,080	217,200

Section 8: Payment of Water and Sewer Impact Fee

A. The fee payer shall pay the Water and Sewer Impact Fee prior to the issuance of a permit.

B. The Water and Sewer Impact Fee required by this ordinance to the Administrative Official or his/her designee, prior to the issuance of a Temporary Certificate of Occupancy, Certificate of Occupancy, or other final approval.

C. All funds collected shall be promptly transferred for deposit in the Water and Sewer Impact Fee Trust Fund account as determined in Section 10 of this ordinance and used solely for the purposes specified in this ordinance.

Section 9: Water and Sewer Impact Fee Districts

There is hereby established one (1) Water and Sewer Impact Fee Benefit District which includes all land within the City of Opa-locka jurisdictional boundary.

Section 10: Water and Sewer Impact Fee Trust Fund Established

A. There is hereby established one (1) Water and Sewer Impact Fee Trust Fund, established by Section 9 of this Ordinance.

B. Funds withdrawn from this account must be used in accordance with the provisions of Section 11 of this ordinance.

Section 11: Use of Funds

A. Funds collected from Water and Sewer Impact Fees shall be used solely for the purpose of acquiring and/or making capital improvements to water & sewer infrastructure under the jurisdiction of the City of Opa-locka, the County, or the State of Florida, and shall not be used for City day to day operations or road maintenance.

B. Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the City-wide Water and Sewer Impact Fee District, which the funds were collected. Funds shall be expended in the order in which they are collected.

C. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which Water and Sewer Impact Fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in Paragraph A above.

D. At least once each fiscal period the Administrative Official shall present to the City Commission a proposed capital improvement program for road drainage, assigning funds, including any accrued interest, to specific road drainage improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the Water and Sewer Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this ordinance.

E. Funds may be used to provide refunds as described in Section 12.

Section 12: Refund of Water and Sewer Impact Fees Paid

A. If a building permit expires without commencement of construction, then the fee payer shall be entitled to a refund, without interest, of the Water and Sewer Impact Fee paid as a condition for its issuance except that the City shall retain three percent (3%) or $100.00 of the fee, whichever is greater, to offset a portion of the costs of collection and refund. The fee payer must submit an application for such a refund to the Administrative Official thirty (30) days, prior to the expiration of the permit.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the Water and Sewer Impact Fee was paid shall, upon application of the then current land owner, be returned to such landowner with interest at the rate of three percent (3%) per annum, provided that the land owner submits an application for a refund to the Administrative Official within 180 days of the expiration of the six (6) year period. An extension of the six (6) year period, of an additional four (4) years may be permitted, at the City Commission's discretion, for projects or improvements that entail long range planning and design.

Section 13: Exemptions and Credits

A. Exemptions. The following shall be exempted from payment of Water and Sewer Impact Fees:

(1) Alterations or expansion of an existing building where no additional square footage is created, where the use is not changed, and/or where no additional demand for Water & Sewer facilities or applicable improvements will be created, as determined by the Administrative Official.

(2) The construction of accessory buildings or structures, unless such construction is determined by the Administrative Official to be an expansion or extension of the principal use for which Road Drainage Impact Fees are payable.

(3) The replacement of a building or structure with a new building or structure of the same size and use.

(4) The installation of a replacement mobile home on a lot or other such site when a Water and Sewer Impact Fee for such mobile home site has previously been paid pursuant to this ordinance or where a mobile home legally existed on such site on or prior to the effective date of this ordinance.

(5) The installation of a mobile unit for temporary construction purposes.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

B. Credits. Any claim for credit under these provisions shall be made on an official Impact Fee Credit Application provided by the City of Opa-locka, and submitted along with all other required documentation to the Administrative Official. Credit against required Water & Sewer Impact Fees shall be subject to the following:

(1) Water and Sewer land and/or road drainage capital improvements may be offered by the fee payer as total or partial payment of the required Water & Sewer Impact Fee. The offer must specifically request or provide for a Water & Sewer Impact Fee credit. If the Administrative Official accepts such an offer, whether the acceptance is before or after the effective date of this ordinance, the credit shall be determined and provided in the following manner:

(a) Credit for the dedication of land shall be valued at:

(i) 115% of the most recent assessed value by the Miami-Dade County Property Appraiser; or

(ii) by fair market value established by a private, certified appraiser acceptable to the City. At the City's option, a second appraisal may be contracted at the City's expense. Credit for the dedication of water & sewer land shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Commission; or

(iii) by such other appropriate method as the City Commission may have accepted prior to the effective date of this ordinance for particular water & sewer facility improvements.

(b) Applicants for credit for construction of water & sewer facilities improvements shall:

(i) submit acceptable engineering drawings and specifications, and construction cost estimates to the Administrative Official;

(ii) the Administrative Official shall, within a reasonable period of time, determine credit for construction based upon either these cost estimates, or upon alternative engineering criteria and construction cost estimates if the Administrative Official determines that such estimates submitted by the applicant are either unreliable or inaccurate;

(iii) the Administrative Official shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the Administrative Official before credit will be given;

(iv) the failure of the applicant to sign, date, and return such document within sixty (60) days shall nullify the credit.

(c) Except as provided in subparagraph (d), credit against Water and Sewer Impact Fees otherwise due will not be provided until:

(i) the construction is completed and accepted by the City, the County, or the State, whichever is applicable;

(ii) a suitable maintenance and warranty bond is received and approved by the City Clerk, the City Manager and the City Attorney of the City of Opa-locka, when applicable.

(d) Credit may be provided before completion of specified water & sewer improvements if adequate assurances are given by the applicant that the standards set out in subparagraph (c) (i) , (ii) will be met and if the fee payer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the City of Opa-locka in an amount determined by the Administrative Official. If the water & sewer construction project will not be constructed within one (1) year of the acceptance of the offer by the Administrative Official, the amount of the security shall be increased by ten percent (10%) compounded, for each year of the life of the security. The security shall be reviewed and approved by the City Commission prior to acceptance of the security. If the water & sewer construction project is not to be completed within five (5) years of the date of the fee payer's offer, the City Commission must approve the water & sewer construction project and its scheduled completion date prior to the acceptance of the offer by the Administrative Official.

(2) Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived. The fee

payer may apply for credit prior to the issuance of a building permit, however, credit shall only be applied against building permits issued subsequent to the application for credit. Refunds shall be made only to the person(s) or entity who made the creditable payment or contribution.

(3) Credits shall not be transferable from one project or development to another without the approval of the City Commission and may only be transferred to a different development upon a finding by the City Commission that the dedication for which the credit was given benefits such different development.

(4) No credit shall exceed the amount due for the applicable Water and Sewer Impact Fee required.

(5) The right of credit shall run with the land and be claimed only by the owners of the land for which credit is claimed.

Section 14: Appeals

A. Any fee payer aggrieved by a decision of the Administrative Official made pursuant to this ordinance shall have the right to appeal to the City Commission. Prior to any such appeal, the aggrieved fee payer shall file a request for reconsideration with the Administrative Official who shall act upon such request within fifteen (15) days.

B. If, after reconsideration by the Administrative Official, the fee payer chooses to continue with an official appeal, the fee payer, within fifteen (15) days of the Administrative Official's decision on the request for reconsideration, may file with the Administrative Official a Notice of Appeal specifying the grounds, therefore. The Administrative Official shall forthwith transmit to the City Commission all papers constituting the record upon which the action appealed from is taken. The Mayor and City Commission shall thereafter establish a reasonable date and time for a hearing on the appeal, give due notice thereof, and decide the same within a reasonable period of time following the hearing. Any fee payer submitting a Notice of Appeal shall have the right to appear at the hearing, to present evidence, and be represented by counsel.

C. A fee payer may pay a Water and Sewer Impact Fee under protest to obtain a building permit and by making such payment shall not be estopped from:

(1) Exercising the right of appeal provided for in this Section, or

(2) Receiving a refund of any amount deemed to have been erroneously collected.

Section 15: Review

The Water and Sewer Impact Fee Schedule contained in Section 7 (A) shall be reviewed by the City Commission at least once each fiscal biennium.

Section 16: Penalty Provision

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however in addition to or in lieu of any criminal prosecution, the City of Opa-locka shall have the power to initiate legal action in civil court to enforce the provisions of this ordinance.

Section 17: Repealer Provision:

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 18: Severability:

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED THIS 22nd DAY OF July, 2015.

Myra Taylor
Mayor

ATTEST TO:

Joanna Flores
City Clerk

Approved as to form and sufficiency:

Vincent T. Brown, Esq.
Brown Law Group, LCC
City Attorney

Moved by: COMMISSIONER KELLEY
Second by: COMMISSIONER SANTIAGO

Commission Vote: 4-0

Commissioner Kelley:	YES
Commissioner Pinder:	OUT OF ROOM
Commissioner Santiago:	YES
Vice Mayor Holmes:	YES
Mayor Taylor:	YES

Sponsored by: City Manager

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING, SECTION 22-310(F), ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-316(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PUBLIC SAFETY IMPACT FEE" TO UPDATE THE PUBLIC SAFETY FEE SCHEDULE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to maintain adopted levels of service for new growth within the City, including water, sewer, road drainage, parks, and public safety services. The City's impact fees are outdated and, as a matter of sound public policy, should be reviewed and updated every five years to ensure they reflect current conditions and projected growth; and

WHEREAS, the City Commission previously adopted Ordinance No. 15-22, which amended Ordinance 04-10 enacting the request for payment of impact fees on new land development within the City in order to provide and maintain adequate levels of public safety services necessitated by residential, commercial, and industrial growth; and

WHEREAS, the City retained Stantec Consulting Services to conduct a comprehensive impact fee study. Based on current data, service demands, and growth projections, Stantec recommended modifications to the City's impact fee structure. The Stantec Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference; and

WHEREAS, the recommended amendments are necessary as the current public safety impact fee of $0.166 per square foot is insufficient to meet these needs; and

WHEREAS, Stantec further recommended a four-year phased-in increase to the public safety impact fee; and

WHEREAS, the City Commission has determined that it would be in the best interest of the City to amend the following sections of the City's Code of Ordinances.

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 Chapter 22, Article XII, Section 22-310(F) of the City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 3 entitled "Public Safety Impact Fee", specifically Section 22-310(F) entitled "Legislative findings" as follows:

Sec. 22-310. Legislative findings.

A. The city must expand its public safety capital facilities in order to maintain current standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare.

B. The state legislature, through the enactment of F.S. § 163.3202(3) has sought to encourage the city to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of public safety capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare.

D. Each of the types of land development described in section 22-316, will create a need for the construction, equipping, or expansion of public safety capital facilities.

E. The fees established by section 22-316 are derived from, are based upon, and do not exceed the costs of providing additional public safety necessitated by the new land developments for which the fees are levied.

F. The report entitled "Methods and Data Used to Calculate Police, Park & Recreation and Public Works Impact Fees", dated July 19, 2004, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional public safety in the city.

Section 3. Amending Chapter 22, Article XII, Section 22-316(A) of the City of Opa-Locka's Code of Ordinances entitled "Impact Fees", Division 3 entitled "Public Safety Impact Fee", specifically Section 22-316(A) entitled "Computation of the amount of public safety impact fee" as follows:

Sec. 22-316. Computation of the amount of public safety impact fee.

A. A. At the option of the feepayer, the amount of the public safety impact fee may be determined by the following fee schedules:

Public safety fee schedule
Residential floor area
Cost per sq. ft.…$0.166
Business floor area
Cost per sq. ft.…$0.166

SECTION 4. 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 and 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.

SECTION 7. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as 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 8. 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 _____ 2026.

PASSED SECOND READING this __ day of _____ 2026.

_____

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:**		
City Manager:	Sha'mecca Lawson			**CM Signature**		
Commission Meeting Date:	3.25.2026		**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	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)* **Business & Economic Development**	
	X					
Sponsor Name	City Manager		**Department:**		Planning & Community Development	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ORDINANCE 15-22 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR PROVIDING PUBLIC SAFETY NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-locka desires to maintain adopted levels of service for new growth within the City, including water, sewer, road drainage, parks, and public safety services. The City's impact fees are outdated and, as a matter of sound public policy, should be reviewed and updated every five years to ensure they reflect current conditions and projected growth.

The City Commission previously adopted Ordinance No. 15-22, which amended Ordinance 04-10 enacting the request for payment of impact fees on new land development within the City in order to provide and maintain adequate levels of public safety services necessitated by residential, commercial, and industrial growth.

The City retained Stantec Consulting Services to conduct a comprehensive impact fee study. Based on current data, service demands, and growth projections, Stantec recommended modifications to the City's impact fee structure. The Stantec Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference.

The recommended amendments are necessary as the current public safety impact fee of $0.166 per square foot is insufficient to meet these needs.

Stantec further recommended a four-year phased-in increase to the public safety impact fee, as set forth below.

Fee Type	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Public Safety	4 Year	$0.166 (.17)	$0.19	$0.20	$0.20	$0.20

Financial Impact- The increase in the Public Safety Impact Fee will incrementally increase the City revenues over the 4-year period with new development within the City.

Proposed Action:

Planning and Community Development staff recommend the approval of this legislation.

Attachment:

Draft Ordinance
Stantec Impact Fee Study and Recommendations
Ordinance 04-10
Ordinance 15-22

1st Reading/Public Hearing: SEPTEMBER 8, 2004
2nd Reading/Public Hearing: SEPTEMBER 22, 2004
Adopted: SEPTEMBER 22, 2004
Effective Date: DECEMBER 22, 2004
Sponsored By: City Manager

ORDINANCE NO. 04-10

PUBLIC SAFETY IMPACT FEE ORDINANCE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA-LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR PROVIDING PUBLIC SAFETY NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A PUBLIC SAFETY IMPACT FEE; PROVIDING FOR REVIEW OF PUBLIC SAFETY IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM PUBLIC SAFETY IMPACT FEES INTO A PUBLIC SAFETY IMPACT FEE TRUST FUND ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM PUBLIC SAFETY IMPACT FEES; PROVIDING THAT PUBLIC SAFETY IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION, SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section One: Legislative Findings

The City Commission of the City of Opa-locka finds, determines and declares that:

A. The City of Opa-locka must expand its Public Safety capital facilities in order to maintain current standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare;

B. The Florida Legislature, through the enactment of Florida Statutes Chapter 163 163.3202 (3) has sought to encourage Opa-locka to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of Public Safety capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare.

D. Each of the types of land development described in Section Seven hereof, will create a need for the construction, equipping, or expansion of Public Safety capital facilities.

E. The fees established by Section Seven are derived from, are based upon, and do not exceed the costs of providing additional Public Safety necessitated by the new land developments for which the fees are levied.

F. The report entitled "Methods and Data Used to Calculate Police, Park & Recreation and Public Works Impact Fees", dated July 19, 2004, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional Public Safety in the City of Opa-locka.

Section Two: Short Title, Authority and Applicability.

A. This ordinance shall be known and may be cited as the "The City of Opa-locka Public Safety Impact Fee Ordinance."

B. The City Commission of the City of Opa-locka has the authority to adopt this ordinance pursuant to Article IV of the Constitution of the State of Florida, and Chapter 166 of the Florida Statutes.

C. This ordinance shall apply in the incorporated area of the City of Opa-locka.

Section Three: Intents and Purposes

A. This ordinance is intended to assist in the implementation of the City of Opa-locka Comprehensive Plan.

B. The purpose of this ordinance is to regulate the use and development of land so as to

assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide Public Safety in the City of Opa-locka.

Section Four: Rules of Construction

A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:

(1) In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.

(2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

(3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(4) The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

(5) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(6) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:

(a) "And" indicates that all the connected terms, conditions, provisions or events shall apply.

(b) "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(c) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(7) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind

or character.

(8) "City Manager" means the City Manager municipal officials he/she may designate to carry out the administration of this ordinance.

Section Five: Definitions

A. A "feepayer" is a person applying for the issuance of a building permit.

B. "Building permit" is the approval issued by the City of Opa-locka that authorizes the construction or placement of a building, dwelling, mobile home, recreational vehicle or other structure on a site.

C. "Capital Equipment" is buildings, vehicles, weapons, and communications equipment, all with an expected use life of three years or more. "Capital Equipment" shall include the cost of training new police officers when such new officers constitute a net expansion of the Opa-locka protective force.

D. "Development Order" means a regulatory approval by the City of Opa-locka.

Section Six: Imposition of Public Safety Impact Fee

A. Any person who, after the effective date of this Ordinance seeks to develop land within the City of Opa-locka, Florida, by applying for a building permit, is hereby required to pay a Public Safety impact fee in the manner and amount set forth in this ordinance.

B. No new building permit for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be issued unless and until the Public Safety impact fee hereby required has been paid.

C. No extension of a building permit issued prior to the effective date of this Ordinance for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be granted unless and until the Public Safety impact fee hereby required has been paid.

Section Seven: Computation of the Amount of Public Safety Impact Fee

A. At the option of the feepayer, the amount of the Public Safety impact fee may be determined by the following fee schedules.

Public Safety Fee Schedule	
Residential Floor Area	
Cost Per Sq. Ft.	$0.116
Business Floor Area	
Cost Per Sq. Ft.	$0.116

(1). If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedules by apportioning the space committed to uses specified on the schedules.

(2). If the type of development activity that a building permit is applied for is not specified on the above fee schedules, the City Manager shall use the fee applicable to the most nearly comparable type of land use on the above fee schedules.

The City Manager shall be guided in the selection of a comparable type by the City of Opa-locka Comprehensive Plan, supporting documents of the City of Opa-locka Comprehensive Plan, and the City of Opa-locka Zoning Ordinance. If the City Manager determines that there is no comparable type of land use on the above fee schedules then the City Manager shall determine the fee by considering demographic or other documentation which is available from the City of Opa-locka planning Department, and state and regional authorities.

(3). In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a building permit, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to the previous use. The City Manager shall be guided in this determination by the sources and agencies listed above.

B. If a feepayer opts not to have the impact fee determined according to paragraph (A) of this section, then the feepayer shall prepare and submit to the City Manager an independent fee calculation study for the land development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. The City Manager shall consider the documentation submitted by the feepayer but is not required to accept such documentation as he/she shall reasonably deem to be inaccurate or not reliable and may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay Public Safety impact fees based upon the schedule shown in paragraph (A) of this section. If an acceptable independent fee calculation study is presented, the City Manager may adjust the fee to that appropriate to the particular development. Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Commission by filing a written request with the City Manager within ten (10) days of the City Manager's determination.

Section Eight: Payment of Fee

A. The feepayer shall pay the Public Safety impact fee required by this ordinance to the City Manager or his/her designee prior to the issuance of a building permit.

B. All funds collected shall be properly identified by and promptly transferred for deposit in the Public Safety Impact Fee Trust Fund to be held in separate accounts as determined in Section Ten of this ordinance and used solely for the purposes specified in this ordinance.

Section Nine: Public Safety Impact Fee Trust Fund Established

A. There is hereby established a Public Safety Impact Fee Trust Fund.

B. Funds withdrawn from this account must be used in accordance with the provisions of Section Ten of this ordinance.

Section Ten: Use of Funds

A. Funds collected from Public Safety impact fees shall be used solely for the purpose of acquiring, equipping, and/or making capital improvements to Public Safety facilities under the jurisdiction of the City of Opa-locka, the County, or the State of Florida, and shall not be used for maintenance or operations.

B. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which Public Safety impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in paragraph A above.

C. At least once each fiscal period the City Manager shall present to the City Commission a proposed capital improvement program for Public Safety, assigning funds, including any accrued interest, from the several Public Safety Impact Fee Trust Funds to specific Public Safety improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the Public Safety Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this ordinance.

D. Funds may be used to make refunds required under any Development Order hereto-before or hereafter issued or entered into by the City of Opa-locka as such refunds pertain to the subject matter of this ordinance.

E. Funds may be used to provide refunds as described in Section Twelve.

Section Eleven: Refund of Fees Paid

A. If a building permit expires without commencement of construction, then the feepayer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance except that the City shall retain three percent (3 %) of the fee to offset a portion of the costs of collection and refund. The feepayer must submit an application for such a refund to the City Clerk of the City of Opa-locka within 30 days of the expiration of the permit.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the Public Safety impact fee was paid shall, upon application of the then current landowner, be returned to such landowner with interest at the rate of three percent (3 %) per annum, provided that the landowner submits an application for a refund to the City Clerk of the City of Opa-locka within 180 days of the expiration of the six year period.

Section Twelve: Exemptions and Credits

A. The following shall be exempted from payment of the impact fee:

(1) Alterations or expansion of an existing building where no additional units are created and where the use is not changed.

(2) The construction of accessory buildings or structures.

(3) The replacement of a building or structure with a new building or structure of the same size and use.

(4) The installation of a replacement mobile home on a lot or other such site when a Public Safety impact fee for such mobile home site has previously been paid pursuant to this ordinance or where a mobile home legally existed on such site on or prior to the effective date of this Ordinance.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

B. Credits:

(1) Public Safety land and/or Public Safety capital improvements may be offered by the feepayer as total or partial payment of the required impact fee. The offer must request or provide for a Public Safety impact fee credit. If the City Manager accepts such an offer, whether the acceptance is before or after the effective date of this ordinance, the credit shall be determined and provided in the following manner:

(a) Credit for the dedication of land shall be valued at:

within one (1) year of the acceptance of the offer by the City Manager, the amount of the security shall be increased by ten per cent (10%) compounded, for each year of the life of the security. The security shall be reviewed and approved by the City Commission prior to acceptance of the security. If the Public Safety construction project is not to be completed within 5 years of the date of the fee-payer's offer, the City Commission must approve the Public Safety construction project and its scheduled completion date prior to the acceptance of the offer by the City Manager.

(2) Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

(3) Determinations made by the City Manager pursuant to the credit provisions of this section may be appealed to the City Commission by filing a written request with the City Manager within ten (10) days of the City Manager's determination.

Section Thirteen: Review

The fees contained in Section Seven (A) shall be reviewed by the City Commission at least once each fiscal biennium.

Section Fourteen: Penalty Provision

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution, the City of Opa-locka shall have the power to sue in civil court to enforce the provisions of this ordinance.

Section Fifteen: Repealer Provision

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section Sixteen: Severability

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

(i) 115% of the most recent assessed value by the Property Appraiser, or

(ii) by such other appropriate method as the City Commission may have accepted prior to the effective date of this ordinance for particular Public Safety improvements, or

(iii) by fair market value established by private appraisers acceptable to the City. Credit for the dedication of Public Safety land shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Commission.

(b) Applicants for credit for construction of Public Safety improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the City Manager. The City Manager shall determine credit for construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the City Manager determines that such estimates submitted by the applicant are either unreliable or inaccurate. The City Manager shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the City Manager before credit will be given. The failure of the applicant to sign, date, and return such document within sixty (60) days shall nullify the credit.

(c) Except as provided in subparagraph (d), Credit against impact fees otherwise due will not be provided until:

(i) the construction is completed and accepted by the City, the County, or the State, whichever is applicable;

(ii) a suitable maintenance and warranty bond is received and approved by the City Clerk of the City of Opa-locka, when applicable.

(d) Credit may be provided before completion of specified Public Safety improvements if adequate assurances are given by the applicant that the standards set out in Subparagraph (c) will be met and if the feepayer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the City Clerk of the City of Opa-locka in an amount determined by the City Manager. If the Public Safety construction project will not be constructed

Section Seventeen: Effective Date

This ordinance shall become effective on December 22, 2004.

PASSED AND DULY ADOPTED THIS 22 Day of SEPT., 2004.

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legal sufficiency:

CITY ATTORNEY

DATE 9/10/04

Moved by: COMMISSIONER TYDUS
Second by: VICE MAYOR JOHNSON
Commission Vote: 4-0
Commissioner Tydus YES
Commission Holmes: YES
Vice-Mayor Johnson: YES
Mayor Kelley: YES

1st Reading: June 24, 2015
2nd Reading: July 22, 2015
Public Hearing: July 22, 2015
Adopted: July 22, 2015
Effective Date: July 22, 2015
Sponsored by: City Manager

ORDINANCE NO. 15-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING ORDINANCE 04-10 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PUBLIC SAFETY NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka passed Ordinance 04-1O, imposing impact fees on new land development in the City to provide and maintain an adequate level of Public safety in the residential, commercial and industrial sectors in the City; and

WHEREAS, the City Commission's legislative findings justifying the imposition of such impact fee, as well as the data and studies used to calculate that fee are incorporated by reference herein; and

WHEREAS, The City retained Burton and Associates to conduct a comprehensive study on impact fees and they recommend modifications based on current data and projections. Their report was presented to the City on May 5th, 2015 and is incorporated by reference herein; and

WHEREAS, This recommended Amendment to the Public Safety Impact Fees is necessary in order to provide and maintain a level of service; and

WHEREAS, The current public safety impact fee is outdated and as a matter of public policy should be updated every five years; and

WHEREAS, The current public safety impact fee of $0.116 per square foot is not adequate to provide for the needed level of services; and

WHEREAS, An impact fee of $0.166 per square foot for public safety is needed to provide adequate police officers and equipment to take into account growth in residential. Commercial and industrial areas.

NOW, THEREFORE, BE IT DULY ORDAINED 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. Ordinance 04-10 imposing an impact fee on land development to provide for adequate public safety is hereby Amended to change the impact fee for public safety to be imposed on new land development to $0.166 per square foot.

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this 22nd day of July, 2015.

Myra L. Taylor
Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Vincent T. Brown
The Brown Law Group
City Attorney

Moved by:	COMMISSIONER KELLEY
Seconded by:	COMMISSIONER SANTIAGO
Commissioner Vote:	4-0
Commissioner Kelley:	YES
Commissioner Pinder:	OUT OF ROOM
Commissioner Santiago:	YES
Vice Mayor Holmes:	YES
Mayor Taylor:	YES



Stantec

Opa-Locka, FL

Impact Fee Study

Background

- City of Opa-Locka impact fees unchanged since 2015 Study performed by Stantec
  - Parks
  - Police
  - Stormwater
  - Water
  - Sewer

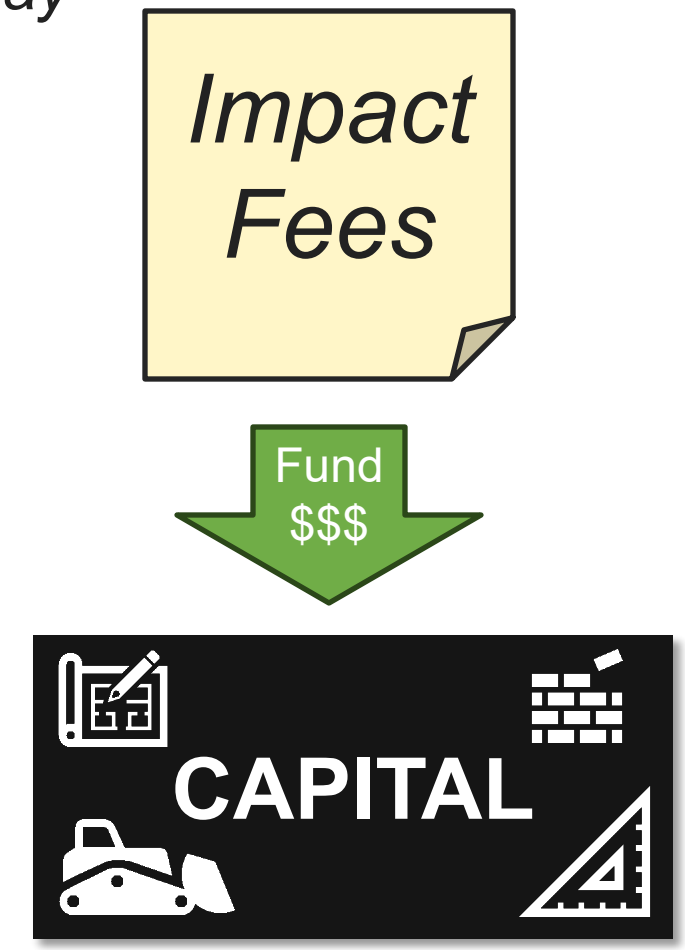


Scope of Study: Re-calculate all existing impact fees

Background

- Impact fees allow new development to *"pay its own way"*
  - Funds expansion related capital costs
  - Not for operations, maintenance, or replacement

- Without impact fees:
  1) Facilities may not be constructed
  2) Facilities may be funded by existing taxpayers



Background

Current Fee schedule (adopted in 2015)







	Parks	Public Safety	Stormwater	Water	Sewer
Charge	$0.998	$0.17	$829	$1,439	$1,279
Unit	SQFT	SQFT	ERU	ERU	ERU

Calculation

US CPI Growth since ‘15 = 32%

	Cost Basis	Capacity	Single Family Impact Fee	Existing (2015)	%
Parks	$12.6 M	Existing Residential Served	**$1.31**	$0.998	31%
Public Safety	$3.8 M	Existing Served	**$0.20**	$0.17	18%
Stormwater	$15.1 M	Existing Impervious ERUs + 15yr Growth	**$835**	$829	1%
Water	$26.3 M	Equivalent Residential Connections	**$1,701**	$1,439	18%
Sewer	$30.3 M	Equivalent Residential Connections	**$2,405**	$1,279	88%

Totals – Single Family

	Existing Fee (2015)	Proposed Impact Fee	Change $	Change %
Parks*	$1,497	**$1,965**	+$468	31%
Public Safety*	$255	**$300**	+$45	18%
Stormwater **	$829	**$829**	$0	0%
Water	$1,439	**$1,701**	+$262	18%
Sewer ***	$1,279	**$1,919**	+$640	50%
Total	$5,299	**$7,315**	+$1,415	38%

* Single Family average of 1,500 SF

** Recommend no change

*** Capped at 50%

Reforms to Florida Impact Fee Law



"Phase-In Limitations" on Impact Fee Increases

- ☑ ≤ 25% Two Equal Annual Increments
- ☑ >25% ≤ 50% Four Increments
- ☑ >50% Not Allowed
- ☑ Increase only once every 4 years

Exceeding the Limitations

1. A special study that outlines ***extraordinary circumstances***
2. Two publicly noticed workshops
3. Two-thirds approval

Parks and Recreation Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee	31%	4 Year	$ 0.998	$ 1.08	$ 1.15	$ 1.23	$ 1.31

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee		*$ 0.08*	*$ 0.07*	*$ 0.08*	*$ 0.08*

Public Safety Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee	18%	2 Years	$ 0.17	$ 0.19	$ 0.20	$ 0.20	$ 0.20

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee		*$ 0.02*	*$ 0.01*	$ -	$ -

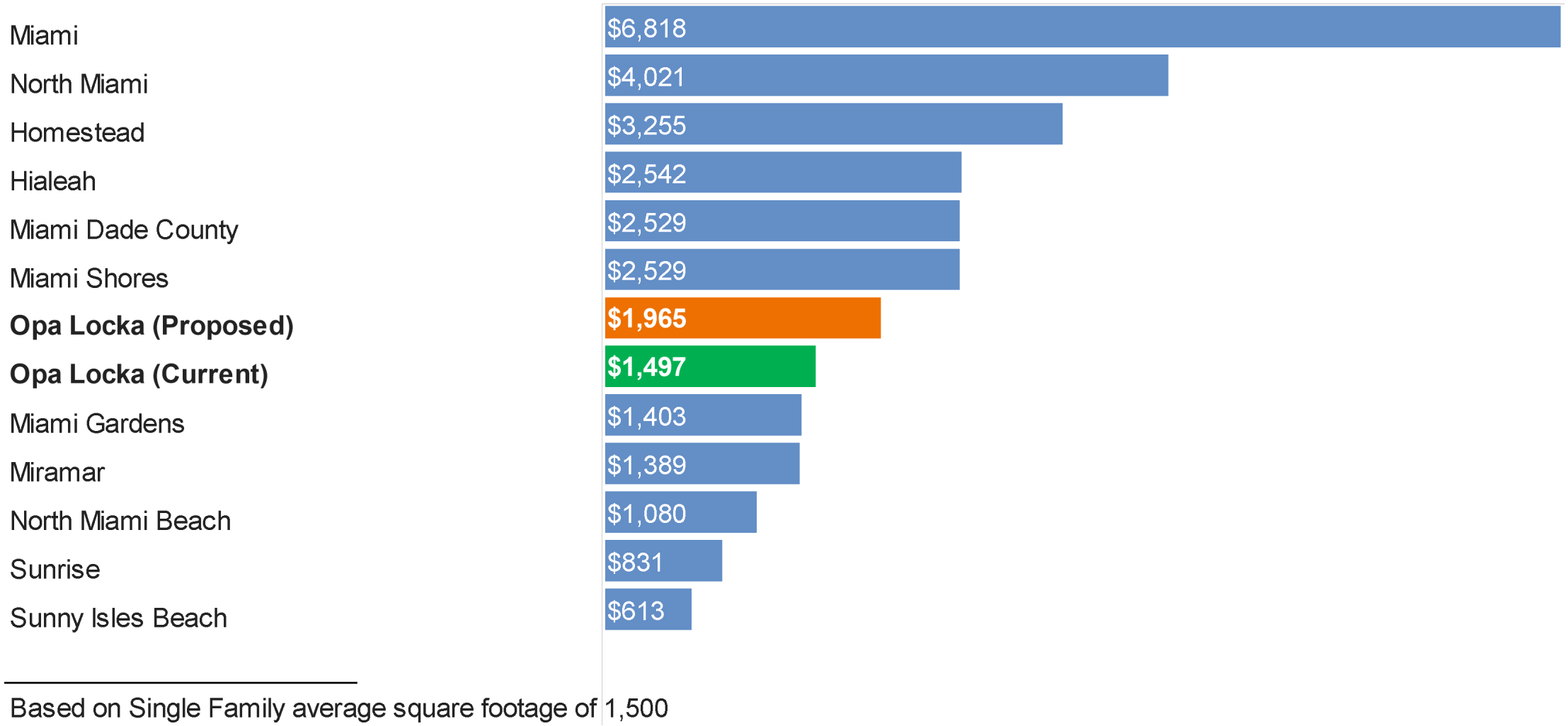
Water/Sewer Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Water Impact Fee	18%	2 Year	$ 1,439.00	$ 1,570.00	$ 1,701.00	$ 1,701.00	$ 1,701.00
Sewer Impact Fee	50% [1]	4 Year	$ 1,279.00	$ 1,439.00	$ 1,599.00	$ 1,759.00	$ 1,919.00

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Water Impact Fee		*$ 131.00*	*$ 131.00*	*$ -*	*$ -*
Sewer Impact Fee		*$ 160.00*	*$ 160.00*	*$ 160.00*	*$ 160.00*

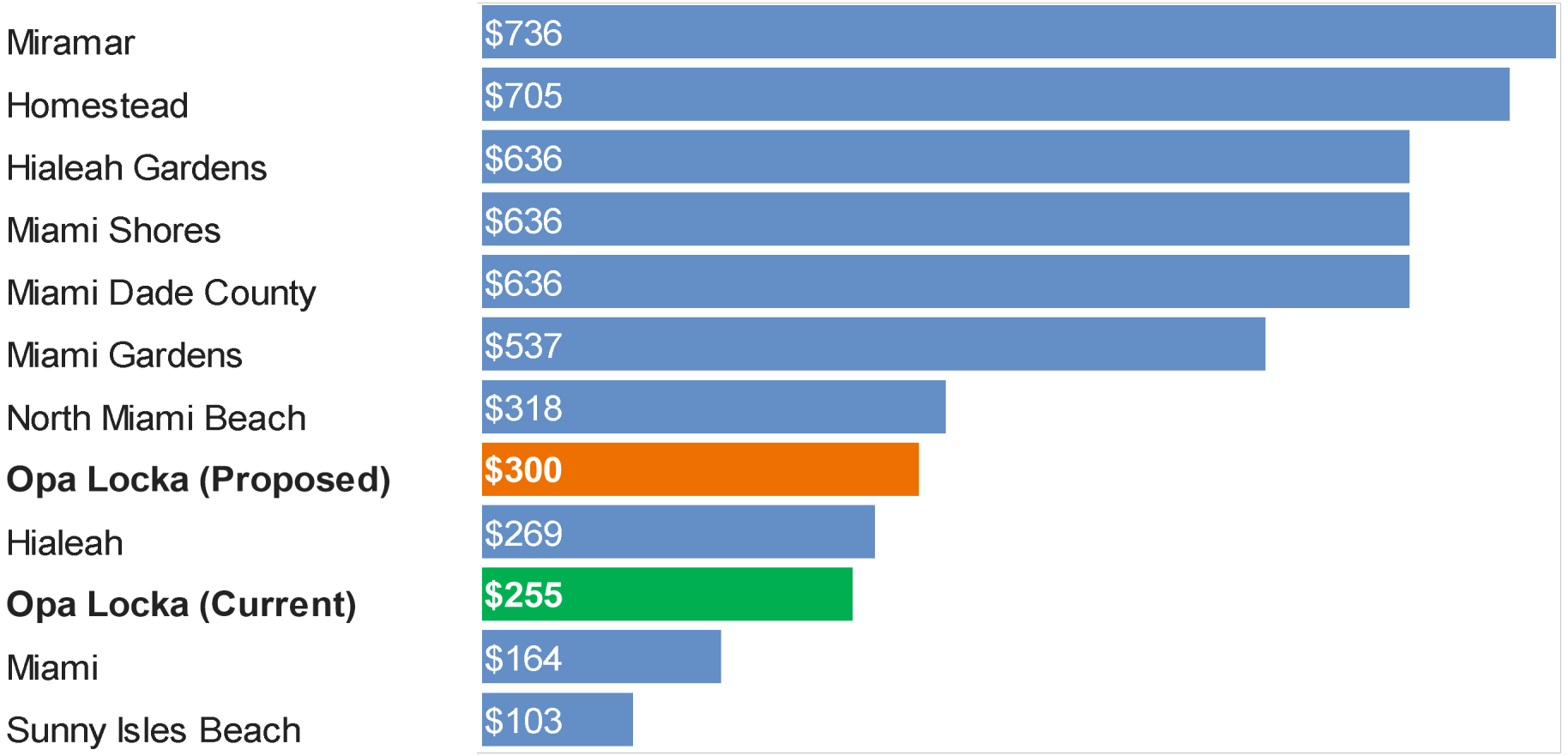
[1] Sewer Impact Fee increase limited to 50% according to limits set by Florida State Statues

Parks and Recreation Impact Fee Survey – Single Family



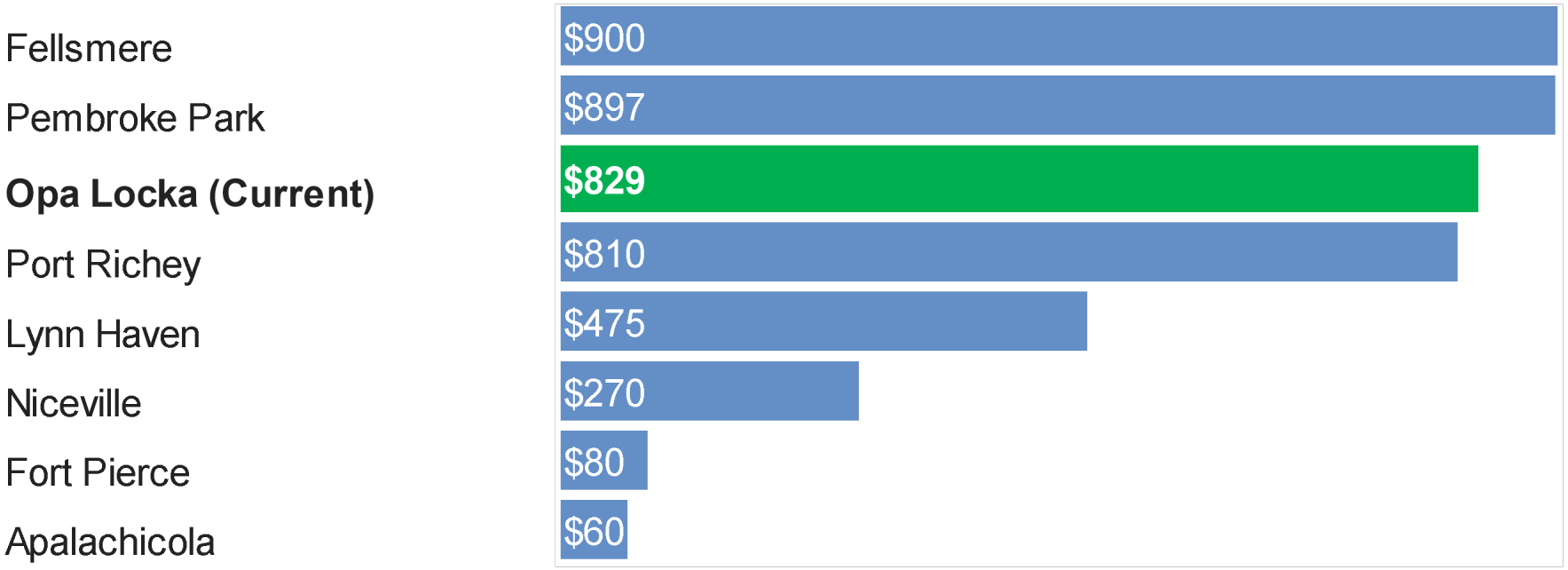
Based on Single Family average square footage of 1,500

Public Safety Impact Fee Survey – Single Family



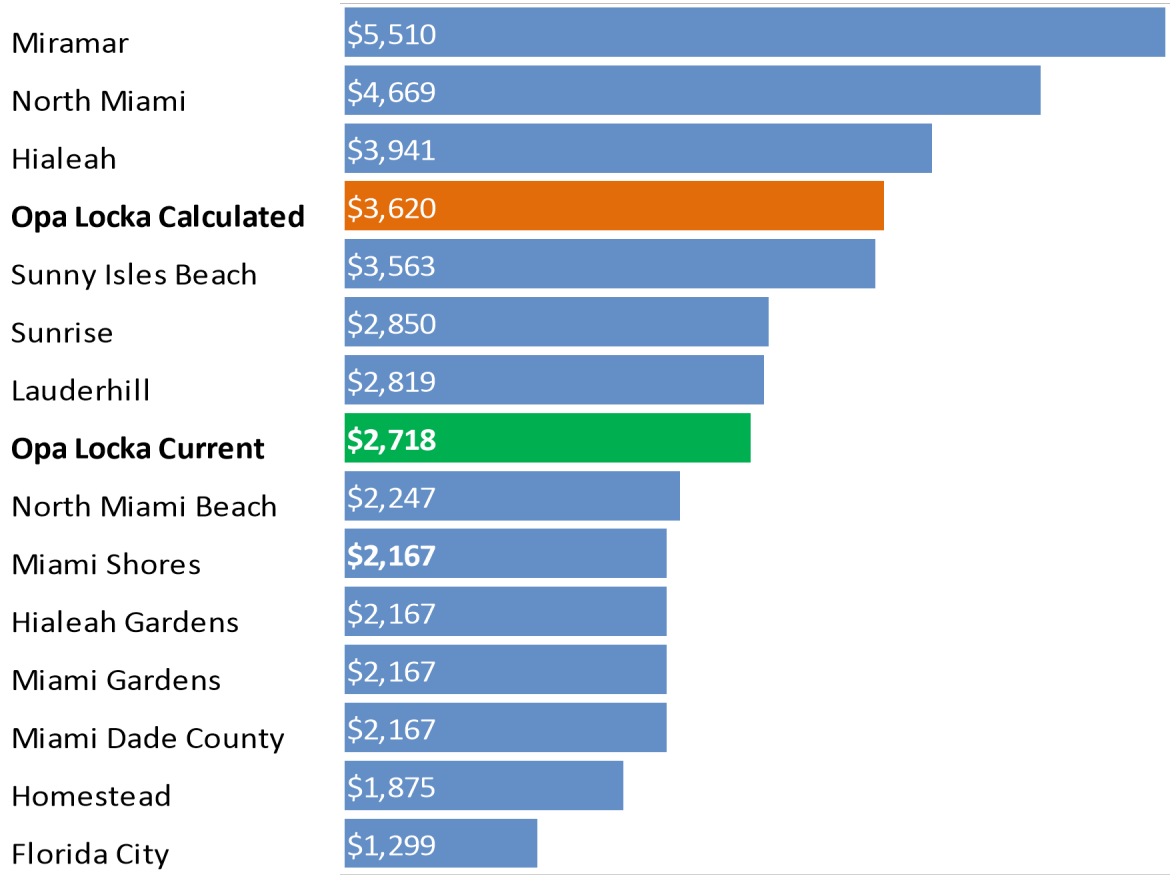
Based on Single Family average square footage of 1,500

Stormwater Impact Fee Survey – Single Family



Water/Sewer Impact Fee Survey – Single Family

Single Family Water Sewer Impact Fee Survey



Based on Single Family average square footage of 1,500

Next Steps

- Consider adopting the updated schedule of calculated impact fees as presented herein
- Notice required **90 days** before the effective date
- Update impact fees in four years



Questions?

Peter Napoli
Senior Manager
Peter.Napoli@stantec.com

Sponsored by: City Manager

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 22, OF THE LAND DEVELOPMENT REGULATIONS, ARTICLE XII, "IMPACT FEES", SPECIFICALLY AMENDING SECTION 22-344(F) ENTITLED "LEGISLATIVE FINDINGS" TO UPDATE THE METHODOLOGY AND ANALYSIS REPORT TITLE; AMENDING SECTION 22-350(A) ENTITLED "COMPUTATION OF THE AMOUNT OF PARK IMPACT FEE" TO UPDATE THE PARK IMPACT FEE SCHEDULE; AMENDING SECTION 22-351(B) ENTITLED "PAYMENT OF FEE" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; DELETING SECTION 22-352 ENTITLED "PARK IMPACT FEE DISTRICTS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; AMENDING SECTION 22-353(A) ENTITLED "PARK IMPACT FEE TRUST FUNDS ESTABLISHED" TO UPDATE THE AMOUNT OF PARK IMPACT FEE TRUST FUNDS; AMENDING SECTION 22-354 ENTITLED "USE OF FUNDS" TO DELETE REFERENCE TO PARK IMPACT FEE DISTRICTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Parks and Recreation are vital for fostering physical health, mental well-being, and community cohesion while providing environmental and economic benefits. These areas also enhance quality of life, boost local economies through tourism, and protect natural habitats; and

WHEREAS, the City Commission previously adopted Ordinance No. 15-23, which imposed impact fees on new Parks and Recreation facilities; and

WHEREAS, pursuant to Resolution No. 23-139, the City of Opa-Locka ("City") retained Stantec Consulting Services to conduct a comprehensive impact fee study; and

WHEREAS, based on current data, infrastructure needs, and growth projections, Stantec recommended modifications to the City's Park and Recreation impact fees; and

WHEREAS, the Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference; and

WHEREAS, the recommended amendment to the Parks and Recreation Impact Fees is necessary in order to provide and maintain a level of service for new growth; and

WHEREAS, the current parks & recreation impact fee of $0.998 per square foot is not adequate to provide and maintain the level of services needed; and

WHEREAS, Stantec recommended a four-year phased-in increase in the parks impact fee; and

WHEREAS, the City Commission has determined that it would be in the best interest of the City to amend the following sections of the City's Code of Ordinances.

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 Chapter 22, Article XII, Section 22-344(F) of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-344(F) entitled "Legislative findings" as follows:

Sec. 22-344. Legislative findings.

The city commission finds, determines and declares:

A. The city must expand its park system in order to maintain current park standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare.

B. The state legislature, through the enactment of F.S. ch. 163 pt. II (F.S. 163.2511 et seq,) has sought to encourage the city to enact impact fees. The state legislature, through the enactment of F.S. ch. 163.3202(3), has sought to encourage the city to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

D. Each of the types of land development described in section 22-350, will create demand for the acquisition or expansion of parks and the construction of park improvements.

E. The fees established by section 22-350 are derived from, are based upon, and do not exceed the costs of providing additional park and park improvements necessitated by the new land developments for which the fees are levied.

F. The report entitled "~~Methods and Data Used to Calculate Police, Park & Recreation and Public Works Impact Fees~~ Impact Fee Study," dated ~~July 19, 2004~~ August 12, 2025, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional parks and park improvements in the city.

Section 3. Amending Chapter 22, Article XII, Section 22-350(A) of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-350(A) entitled "Computation of the amount of park impact fee" as follows:

Sec. 22-350. Computation of the amount of park impact fee.

A. At the option of the feepayer, the amount of the park impact fee may be determined by the following fee schedule:
Park impact fee schedule
Residential floor area
Cost per sq. ft. …$0.998

Section 4. Amending Chapter 22, Article XII, Section 22-351(B) of the City of Opa- City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-351(B) entitled "Payment of fee" as follows:

Sec. 22-351. Payment of fee.

A. The feepayer shall pay the park impact fee required by this division to the city manager or his/her designee prior to the issuance of a residential building permit.

B. All funds collected shall be properly identified by park impact fee district and promptly transferred for deposit in the appropriate park impact fee trust fund to be

held in separate accounts as determined in section 22-353 used solely for the purposes specified in this division.

Section 5. Amending Chapter 22, Article XII, Section 22-352 of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-352 entitled "Park Impact fee districts" as follow:

Sec. 22-352. Park impact fee districts.

There are hereby established four (4) park impact fee districts as shown in appendix I attached to the ordinance from which this section is derived and incorporated herein by reference.

Section 6. Amending Chapter 22, Article XII, 22-353(A) of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-353(A) entitled "Park impact fee trust funds established" as follows:

Sec. 22-353. Park impact fee trust funds established.

A. There are hereby established four (4) separate park impact fee trust funds, one for each park impact fee district established by section 22-352.

B. Funds withdrawn from these accounts must be used in accordance with the provisions of section 22-354.

Section 7. Amending Chapter 22, Article XII, Section 22-354 of the City of Opa-Locka's City of Opa-Locka's Land Development Regulations entitled "Impact Fees", Division 4 entitled "Park Impact Fee", specifically Section 22-354 entitled "Use of funds" as follows:

Sec. 22-354. Use of funds.

A. Funds collected from park impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to parks under the jurisdiction of the city, the county, or the state and shall not be used for maintenance or operations.

B. Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the park impact fee district as identified in appendix I, attached to the ordinance from which this section is derived, from which the funds were collected or for projects in other park impact fee districts which are of benefit

to the park impact district from which the funds were collected. Funds shall be expended in the order in which they are collected.

C. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which park impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in subsection (A) of this section and are located within the appropriate impact fee districts created by section 22-352 or as provided in subsection (B) of this section.

D. At least once each fiscal period the city manager shall present to the city commission a proposed capital improvement program for parks, assigning funds, including any accrued interest, from the several park impact fee trust funds to specific park improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the same park impact fee trust funds until the next fiscal period except as provided by the refund provisions of this division.

E. Funds may be used to provide refunds as described in section 22-355.

SECTION 8. 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 9. Conflict and Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 10. 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.

SECTION 11. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent as 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 12. 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 _____ 2026.

PASSED SECOND READING this __ day of _____ 2026.

_____

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:**		
City Manager:	Sha'mecca Lawson			**CM Signature**		
Commission Meeting Date:	3.25.2026		**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	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)* **Business & Economic Development**	
	X					
Sponsor Name	City Manager		**Department:**		Planning & Community Development	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING ORDINANCE 15-23 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PROVIDING NEW PARKS AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Parks and Recreation are vital for fostering physical health, mental well-being, and community cohesion while providing environmental and economic benefits. These areas also enhance quality of life, boost local economies through tourism, and protect natural habitats.

The City Commission previously adopted Ordinance No. 15-23 which imposed impact fees on new Parks and Recreation facilities.

Pursuant to Resolution No. 23-139, the City retained Stantec Consulting Services to conduct a comprehensive impact fee study. Based on current data, infrastructure needs, and growth projections, Stantec recommended modifications to the City's Park and Recreation impact fees. The Impact Fee Study was presented to the City Commission on December 10, 2025, and is incorporated herein by reference.

The recommended amendment to the Parks and Recreation Impact Fees is necessary in order to provide and maintain a level of service for new growth. The current parks & recreation impact fee of $0.998 per square foot is not adequate to provide and maintain the needed level of services.

Stantec recommended a four-year phased—in increase in the parks impact fee as shown below:

Fee Type	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee	4 Year	$0.998	$1.08	$1.15	$1.23	$1.31

The Impact Fee Amendment also provides the City Manager with the authority to approve the deferment or reduction of impact fees required under this ordinance.

Financial Impact: The increase in the Parks and Recreation Impact Fee will incrementally increase the City revenues over the 4-year period with new development within the City.

Proposed Action:

Planning and Community Development staff recommend the approval of this legislation.

Attachment:

Draft Ordinance
Stantec Impact Fee Study and Recommendations
Ordinance 04-11
Ordinance 15-23



Stantec

Opa-Locka, FL

Impact Fee Study

Background

- City of Opa-Locka impact fees unchanged since 2015 Study performed by Stantec
  - Parks
  - Police
  - Stormwater
  - Water
  - Sewer

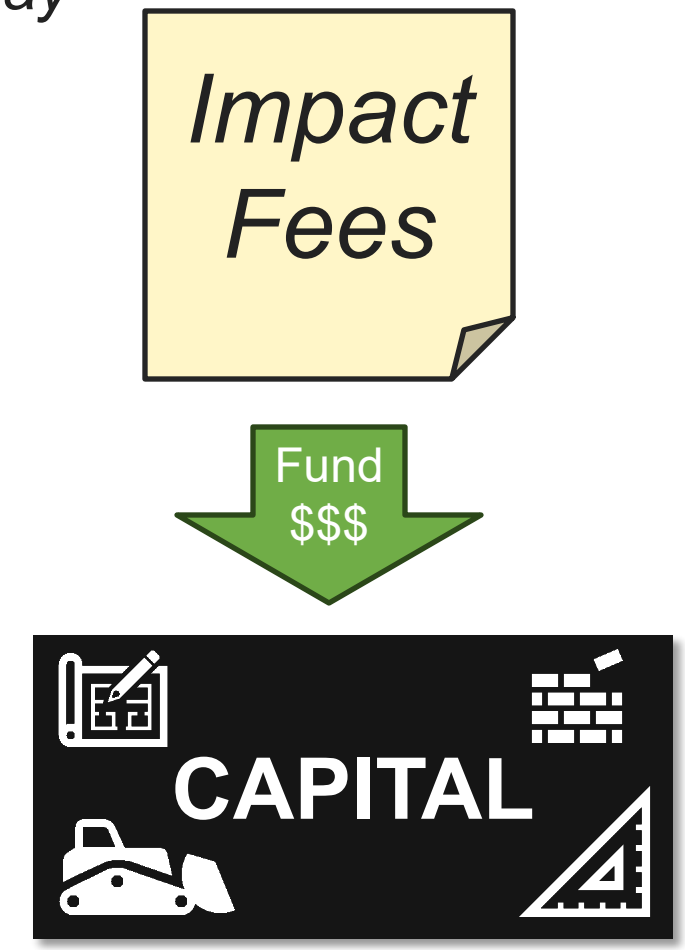


Scope of Study: Re-calculate all existing impact fees

Background

- Impact fees allow new development to *"pay its own way"*
  - Funds expansion related capital costs
  - Not for operations, maintenance, or replacement

- Without impact fees:
  1) Facilities may not be constructed
  2) Facilities may be funded by existing taxpayers

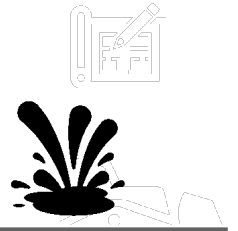


Background

Current Fee schedule (adopted in 2015)







	Parks	Public Safety	Stormwater	Water	Sewer
Charge	$0.998	$0.17	$829	$1,439	$1,279
Unit	SQFT	SQFT	ERU	ERU	ERU

Calculation

US CPI Growth since ‘15 = 32%

	Cost Basis	Capacity	Single Family Impact Fee	Existing (2015)	%
Parks	$12.6 M	Existing Residential Served	**$1.31**	$0.998	31%
Public Safety	$3.8 M	Existing Served	**$0.20**	$0.17	18%
Stormwater	$15.1 M	Existing Impervious ERUs + 15yr Growth	**$835**	$829	1%
Water	$26.3 M	Equivalent Residential Connections	**$1,701**	$1,439	18%
Sewer	$30.3 M	Equivalent Residential Connections	**$2,405**	$1,279	88%

Totals – Single Family

	Existing Fee (2015)	Proposed Impact Fee	Change $	Change %
Parks*	$1,497	**$1,965**	+$468	31%
Public Safety*	$255	**$300**	+$45	18%
Stormwater **	$829	**$829**	$0	0%
Water	$1,439	**$1,701**	+$262	18%
Sewer ***	$1,279	**$1,919**	+$640	50%
Total	$5,299	**$7,315**	+$1,415	38%

* Single Family average of 1,500 SF

** Recommend no change

*** Capped at 50%

Reforms to Florida Impact Fee Law



"Phase-In Limitations" on Impact Fee Increases

- ☑ ≤ 25% Two Equal Annual Increments
- ☑ >25% ≤ 50% Four Increments
- ☑ >50% Not Allowed
- ☑ Increase only once every 4 years

Exceeding the Limitations

1. A special study that outlines ***extraordinary circumstances***
2. Two publicly noticed workshops
3. Two-thirds approval

Parks and Recreation Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee	31%	4 Year	$ 0.998	$ 1.08	$ 1.15	$ 1.23	$ 1.31

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Parks & Recreation Impact Fee		*$ 0.08*	*$ 0.07*	*$ 0.08*	*$ 0.08*

Public Safety Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee	18%	2 Years	$ 0.17	$ 0.19	$ 0.20	$ 0.20	$ 0.20

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Public Safety Impact Fee		*$ 0.02*	*$ 0.01*	$ -	$ -

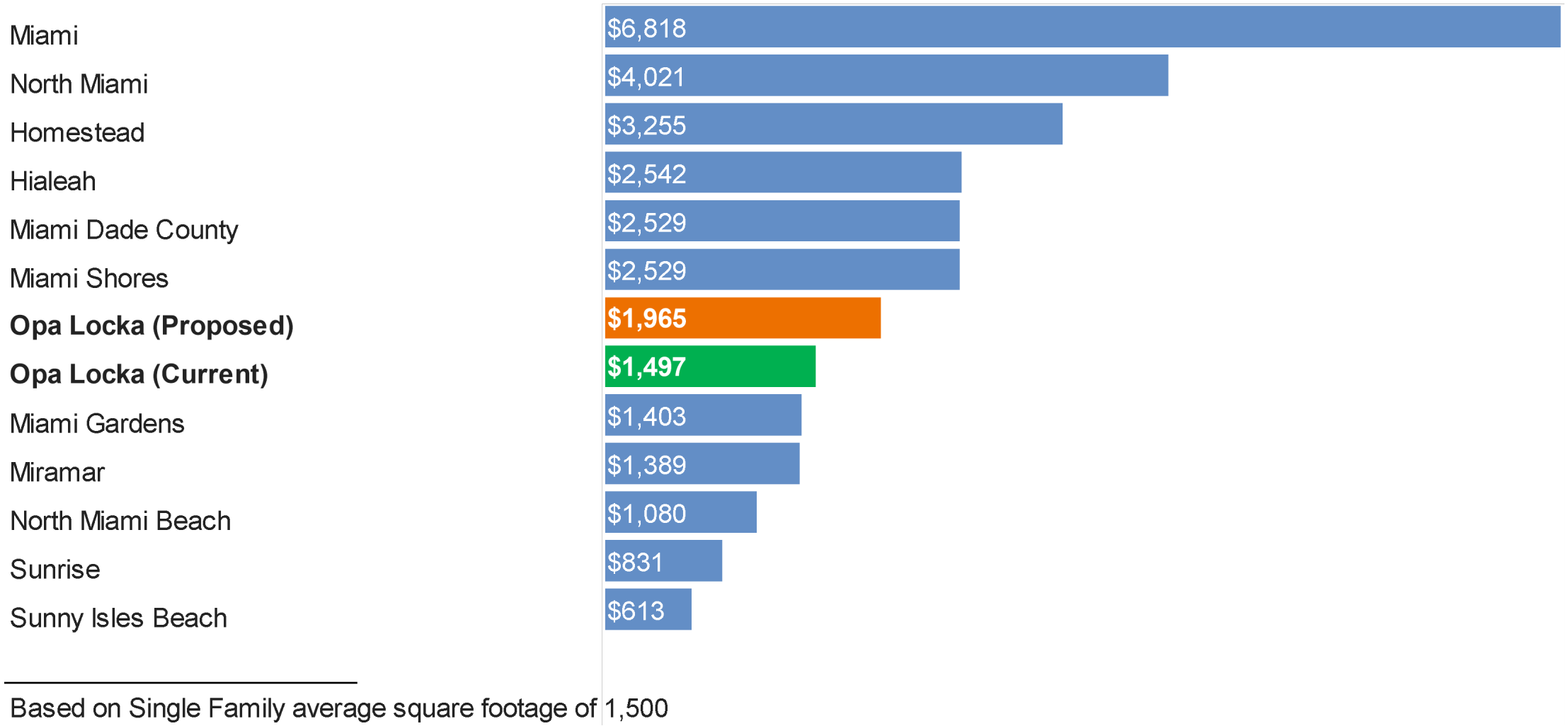
Water/Sewer Phase In

Land Use	Calculated Change	Phase-In Time	Current Fee	Year 1	Year 2	Year 3	Year 4
Water Impact Fee	18%	2 Year	$ 1,439.00	$ 1,570.00	$ 1,701.00	$ 1,701.00	$ 1,701.00
Sewer Impact Fee	50% [1]	4 Year	$ 1,279.00	$ 1,439.00	$ 1,599.00	$ 1,759.00	$ 1,919.00

Land Use	Annual Increase / (Decrease):	Year 1	Year 2	Year 3	Year 4
Water Impact Fee		*$ 131.00*	*$ 131.00*	*$ -*	*$ -*
Sewer Impact Fee		*$ 160.00*	*$ 160.00*	*$ 160.00*	*$ 160.00*

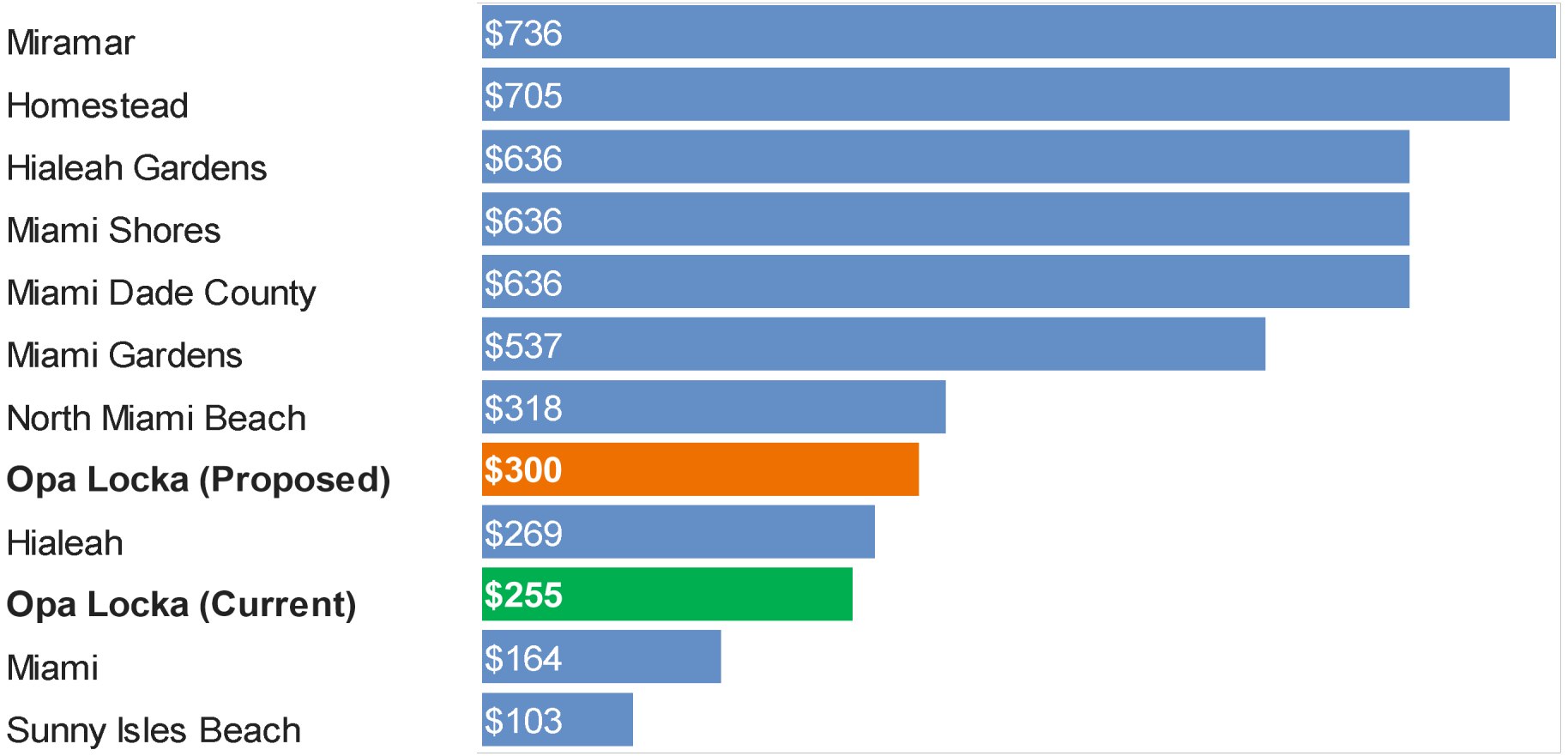
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Parks and Recreation Impact Fee Survey – Single Family



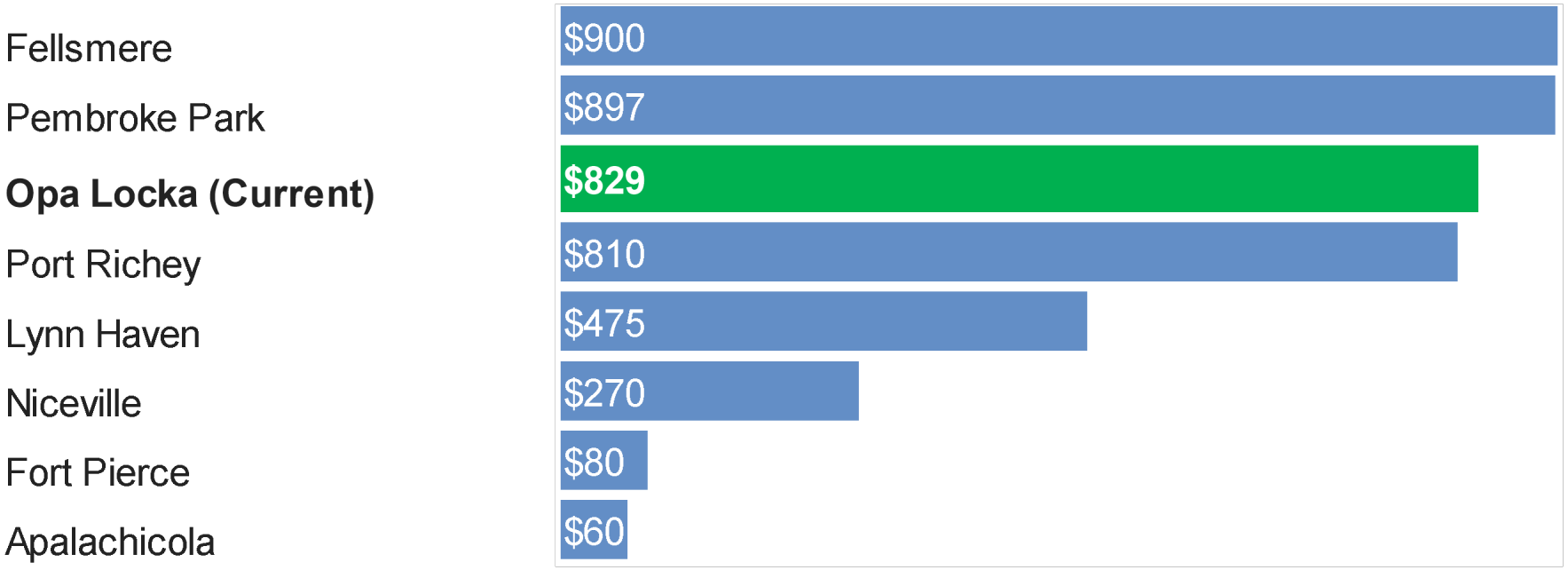
Based on Single Family average square footage of 1,500

Public Safety Impact Fee Survey – Single Family



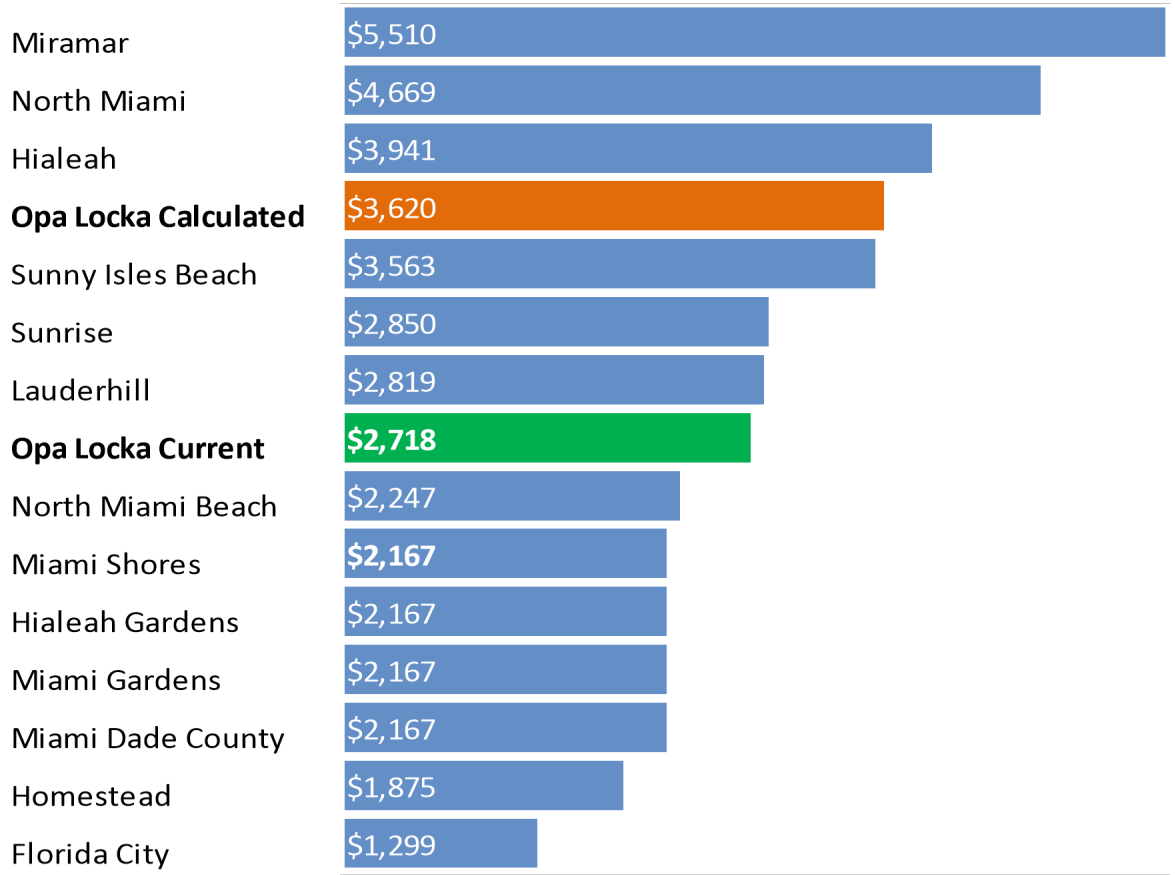
Based on Single Family average square footage of 1,500

Stormwater Impact Fee Survey – Single Family



Water/Sewer Impact Fee Survey – Single Family

Single Family Water Sewer Impact Fee Survey



Based on Single Family average square footage of 1,500

Next Steps

- Consider adopting the updated schedule of calculated impact fees as presented herein
- Notice required **90 days** before the effective date
- Update impact fees in four years



Questions?

Peter Napoli
Senior Manager
Peter.Napoli@stantec.com

1st Reading/Public Hearing: SEPTEMBER 8, 2004
2nd Reading/Public Hearing: SEPTEMBER 22, 2004
Adopted: SEPTEMBER 22, 2004
Effective Date: DECEMBER 22, 2004
Sponsored by: City Manager

ORDINANCE NO. 04-11

PARK IMPACT FEE ORDINANCE

AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE INCORPORATED AREAS OF THE CITY OF OPA-LOCKA, FLORIDA; IMPOSING AN IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF OPA-LOCKA FOR PROVIDING NEW PARKS AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; PROVIDING DEFINITIONS; PROVIDING FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING FOR THE PAYMENT AND TIME OF PAYMENT OF A PARK IMPACT FEE; PROVIDING FOR REVIEW OF PARK IMPACT FEES AND THE FEE SCHEDULES; PROVIDING FOR THE ESTABLISHMENT OF PARK IMPACT FEE DISTRICTS; PROVIDING FOR THE PLACEMENT OF REVENUE COLLECTED FROM PARK IMPACT FEES INTO PARK IMPACT FEE TRUST FUNDS ESTABLISHED FOR THAT PURPOSE; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REFUND OF UNEXPENDED FUNDS; PROVIDING FOR USE OF FUNDS DERIVED FROM PARK IMPACT FEES; PROVIDING THAT PARK IMPACT FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING FOR PENALTIES FOR VIOLATION OF THIS ORDINANCE; CONTAINING A REPEALER PROVISION, SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COMMISSION THE CITY OF OPA-LOCKA, FLORIDA:

Section One: Legislative Findings

The City Commission of the City of Opa-locka finds, determines and declares:

A. The City of Opa-locka must expand its park system in order to maintain current park standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare.

B. The Florida Legislature through the enactment of Florida Statutes Chapter 163 II has sought to encourage the City of Opa-locka to enact impact fees; The Florida Legislature, through the enactment of Florida Statutes Chapter 163.3202 (3), has sought to encourage Opa-locka to enact impact fees.

C. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;

D. Each of the types of land development described in Section Seven hereof, will create demand for the acquisition or expansion of parks and the construction of park improvements.

E. The fees established by Section Seven are derived from, are based upon, and do not exceed the costs of providing additional park and park improvements necessitated by the new land developments for which the fees are levied.

F. The report entitled "Methods and Data Used to Calculate Police, Park & Recreation and Public Works Impact Fees", dated, July 19, 2004, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional parks and park improvements in the City of Opa-locka.

Section Two: Short Title, Authority and Applicability.

A. This ordinance shall be known and may be cited as the "The City of Opa-locka Park Impact Fee Ordinance."

B. The City Commission of the City of Opa-locka has the authority to adopt this ordinance pursuant to Article IV of the Constitution of the State of Florida, and Chapter 166 of the Florida Statutes.

C. This ordinance shall apply in the incorporated area of the City of Opa-locka.

Section Three: Intents and Purposes

A. This ordinance is intended to assist in the implementation of the City of Opa-locka Comprehensive Plan.

B. The purpose of this ordinance is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide parks and park improvements in the City of Opa-locka.

Section Four: Rules of Construction

A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.

B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:

(1) In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.

(2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

(3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(4) The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

(5) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(6) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:

(a) "And" indicates that all the connected terms, conditions, provisions or events shall apply.

(b) "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(c) "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(7) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(8) "City Manager" means the City Manager municipal officials he/she may designate to carry out the administration of this ordinance.

Section Five: Definitions

A. A "feepayer" is a person applying for the issuance of a building permit.

B. "Building permit for a residential building" is the approval issued by the City of Opa-locka that authorizes the construction or placement of a building, dwelling, mobile home, recreational vehicle or other structure on a site, where the purposes of the building or structure is for the occupancy by humans. This would include temporary as well as permanent occupancy.

C. A "capital improvement" includes parks planning, land acquisition, site improvements, buildings, and equipment, but excludes maintenance and operation.

D. "Development Order" means a regulatory approval by the City of Opa-locka.

E. "Private recreational facility" is any recreational facility which is not owned by or dedicated to any governmental entity.

Section Six: Imposition of Park Impact Fee.

A. Any person who, after the effective date of this Ordinance, seeks to develop land within the City of Opa-locka, Florida, by applying for a building permit for a residential building is hereby required to pay a park impact fee in the manner and amount set forth in this ordinance. .

B. No new residential building permit for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be issued unless and until the park impact fee hereby required has been paid.

C. No extension of a residential building permit issued prior to the effective date of this Ordinance for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be granted unless and until the park impact fee hereby required has been paid.

Section Seven: Computation of the Amount of Park Impact Fee

A. At the option of the feepayer, the amount of the park impact fee may be determined by the following fee schedule.

Park Impact Fee Schedule	
Residential Floor Area	
Cost Per Sq. Ft.	$0.722

(1) If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedule by apportioning the space committed to uses specified on the schedule.

(2) If the type of development activity that a residential building permit is applied for is not specified on the above fee schedule, the City Manager shall use the fee applicable to the most nearly comparable type of land use on the above fee schedules. The City Manager shall be guided in the selection of a comparable type by the City of Opa-locka Comprehensive Plan, supporting documents of the City of Opa-locka Comprehensive Plan, and the City of Opa-locka Zoning Ordinance. If the City Manager determines that there is no comparable type of land use on the above fee schedule then the City Manager shall determine the appropriately discounted fee by considering demographic or other documentation which is available from State, local and regional authorities.

(3) In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a residential building permit, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to the previous use. The City Manager shall be guided in this determination by the sources and agencies listed above.

B. If a feepayer opts not to have the impact fee determined according to paragraph (A) of this section, then the feepayer shall prepare and submit to the City Manager an independent fee calculation study for the land development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. The City Manager shall consider the documentation submitted by the feepayer but is not required to accept such documentation as he/she shall reasonably deem to be inaccurate or not reliable and may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay park impact fees based upon the schedule shown in paragraph (A) of this section. If an acceptable independent fee calculation study is presented, the City Manager may adjust the fee to that appropriate to the particular development. The adjustment may include a credit against the fee otherwise payable up to three (3%) for private recreational facilities constructed or deed restricted or otherwise set aside for recreational purposes by the feepayer which serve the same purposes and functions as set forth for public parks in the City of Opa-locka Comprehensive Plan. Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Commission by filing a written request with the City Manager within ten (10) days of the City Manager's determination.

Section Eight: Payment of Fee

A. The feepayer shall pay the park impact fee required by this ordinance to the City Manager or his/her designee prior to the issuance of a residential building permit.

B. All funds collected shall be properly identified by park impact fee district and promptly transferred for deposit in the appropriate Park Impact Fee Trust Fund to be held in

separate accounts as determined in Section Ten of this ordinance and used solely for the purposes specified in this ordinance.

Section Nine: Park Impact Fee Districts

There are hereby established four (4) park impact fee districts as shown in Appendix I attached hereto and incorporated herein by reference.

Section Ten: Park Impact Fee Trust Funds Established

A. There are hereby established four (4) separate Park Impact Fee Trust Funds, one for each park impact fee district established by Section Nine of this Ordinance.

B. Funds withdrawn from these accounts must be used in accordance with the provisions of Section Eleven of this ordinance.

Section Eleven: Use of Funds

A. Funds collected from park impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to parks under the jurisdiction of the City of Opa-locka, the County, or the State of Florida, and shall not be used for maintenance or operations.

B. Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the park impact fee district as identified in Appendix I, hereto, from which the funds were collected or for projects in other park impact fee districts which are of benefit to the park impact district from which the funds were collected. Funds shall be expended in the order in which they are collected.

C. In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which park impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in paragraph A above and are located within the appropriate impact fee districts created by Section Nine of this ordinance or as provided in paragraph B of this section.

D. At least once each fiscal period the City Manager shall present to the City Commission a proposed capital improvement program for parks, assigning funds, including any accrued interest, from the several Park Impact Fee Trust Funds to specific park improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the same Park Impact Fee Trust Funds until the next fiscal period except as provided by the refund provisions of this ordinance.

E. Funds may be used to provide refunds as described in Section Twelve.

Section Twelve: Refund of Fees Paid

A. If a residential building permit expires without commencement of construction, then the feepayer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance except that the City shall retain three percent (3 %) of the fee to offset a portion of the costs of collection and refund. The feepayer must submit an application for such a refund to the City Manager thirty (30) days prior to the expiration of the permit.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following six (6) years from the date the park impact fee was paid shall, upon application of the then current landowner, be returned to such landowner with interest at the rate of three percent (3 %) per annum, provided that the landowner submits an application for a refund to the City Clerk of the City of Opa-locka within 180 days of the expiration of the six year period.

Section Thirteen: Exemptions and Credits

A. The following shall be exempted from payment of the impact fee:

(1) Alterations or expansion of an existing building where no additional residential units are created and where the use is not changed.

(2) The construction of accessory buildings or structures.

(3) The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use.

(4) The installation of a replacement mobile home on a lot or other such site when a park impact fee for such mobile home site has previously been paid pursuant to this ordinance or where a mobile home legally existed on such site on or prior to the effective date of this Ordinance.

(5) The construction of any non-residential building or structure or the installation of a non-residential mobile home.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

B. Credits:

(1). Park land and/or park capital improvements may be offered by the feepayer as total or partial payment of the required impact fee. The offer must specifically

request or provide for a park impact fee credit. If the City Manager accepts such an offer, whether the acceptance is before or after the effective date of this ordinance, the credit shall be determined and provided in the following manner:

(a). Credit for the dedication of land shall be valued at (i) 115% of the most recent assessed value by the Property Appraiser, or (ii) by such other appropriate method as the City Commission may have accepted prior to the effective date of this ordinance for particular park improvements, or (iii) by fair market value established by private appraisers acceptable to the City. Credit for the dedication of park land shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Commission.

(b). Applicants for credit for construction of park improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the City Manager. The City Manager shall determine credit for construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the City Manager determines that such estimates submitted by the applicant are either unreliable or inaccurate. The City Manager shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the City Manager before credit will be given. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.

(c). Except as provided in subparagraph (d), Credit against impact fees otherwise due will not be provided until:

(i) the construction is completed and accepted by the City, the County or the State, whichever is applicable;

(ii) a suitable maintenance and warranty bond is received and approved by the City Clerk of the City of Opa-locka, when applicable.

(d). Credit may be provided before completion of specified park improvements if adequate assurances are given by the applicant that the standards set out in Subparagraph (c) will be met and if the feepayer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the City of Opa-locka in an amount deter-

mined by the City Manager. If the park construction project will not be constructed within one (1) year of the acceptance of the offer by the City Manager, the amount of the security shall be increased by ten per cent (10%) compounded, for each year of the life of the security. The security shall be reviewed and approved by the City Commission prior to acceptance of the security. If the park construction project is not to be completed within 5 years of the date of the feepayer's offer, the City Commission must approve the park construction project and its scheduled completion date prior to the acceptance of the offer by the City Manager.

(2). Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

(3). Credits shall not be transferable from one project or development to another without the approval of the City Commission and may only be transferred to a development within a different impact fee district upon a finding by the City Commission that the dedication for which the credit was given benefits such different impact fee district.

(4). Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Commission by filing a written request with the City Manager with ten (10) days of the City Manager's determination.

Section Fourteen: Review

The fee schedule contained in Section Seven (A) shall be reviewed by the City Commission at least once each fiscal biennium.

Section Fifteen: Penalty Provision

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution the City of Opa-locka shall have the power to sue in civil court to enforce the provisions of this ordinance.

Section Sixteen: Repealer Provision

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section Seventeen: Severability

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the

remaining portions thereof.

Section Eighteen: Effective Date:

This ordinance shall become effective on December 22, 2004.

PASSED AND DULY ADOPTED THIS 22 Day of SEPT., 2004.

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legal sufficiency:

CITY ATTORNEY

9/10/04
DATE

Moved by: VICE MAYOR JOHNSON
Second by: COMMISSIONER TYDUS
Commission Vote 4-0
Commissioner Tydus: YES
Commissioner Holmes: YES
Vice-Mayor Johnson: YES
Mayor Kelley: YES

APPENDIX I

PARKS AND RECREATION

The Opa-locka inventory of park facilities yields a ratio of 0.566 acres of parks per 1,000 population. Available data show a facility cost per capita of $223.29. The facility cost table shows that this cost may be an understatement. However, this understated cost is all that can be supported with available data.

PARK AND RECREATIONAL FACILITY COSTS
CITY OF OPA-LOCKA
2004

PARK	ACRES	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
Sherbondy Park	3.260	$500,000	$591,000	$1,091,000
Washington Tot Lot	0.250	$150,000	$35,000	$185,000
Segal Park (Helen Miller) Center	2.450	$500,000	$662,000	$1,162,000
Ingram Park	25.595	$918,527	$208,919	$1,127,446
TOTAL	31.555	$2,068,527	$1,496,919	$3,565,446
PER 1,000 POPULATION	2.049			
PER CAPITA				$231.57
RESIDENTIAL FLOOR AREA				4,937,287
COST PER Sq. Ft.				$0.722

SOURCE: City of Opa-locka, May 2003 and July 2004.

Future updates should be able to incorporate more data and provide more complete facility costs.

There are no existing data that suggest that non-residential developments either place demands upon or benefit from Opa-locka's system of park and recreation facilities.

1st Reading: June 24, 2015
2nd Reading: July 22, 2015
Public Hearing: July 22, 2015
Adopted: July 22, 2015
Effective Date: July 22, 2015
Sponsored by: City Manager

ORDINANCE NO. 15-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING ORDINANCE 04-11 PROVIDING FOR PAYMENT OF AN IMPACT ON LAND DEVELOPMENT IN THE CITY OF OPA LOCKA FOR PROVIDING NEW PARKS AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Opa-locka passed Ordinance 04-11, imposing impact fees on new land development in the City to provide and maintain an adequate level of parks to meet growth needs in residential areas in the City;

WHEREAS, the City Commission's legislative findings justifying the imposition of such impact fee, as well as the data and studies used to calculate that fee are incorporated by reference herein;

WHEREAS, The City retained Burton and Associates to conduct a comprehensive study on impact fees and they recommend modifications based on current data and projections. Their report was presented to the City on May 5th, 2015 and is incorporated by reference herein; and

WHEREAS, This recommended Amendment to the Park Impact Fees is necessary in order to provide and maintain a level of service to new growth in residential areas; and

WHEREAS, The current park impact fee is outdated and as a matter of public policy should be updated every five years; and

WHEREAS, The current park impact fee of $0.722 is not adequate to provide for the needed level of services; and

WHEREAS, An impact fee of $0.998 is needed to take into account growth in residential areas and to provide and maintain the required level of park service to residential areas, including growth areas.

NOW, THEREFORE, BE IT DULY ORDAINED 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. Ordinance 04-11 imposing an impact fee on land development to provide for new parks and related facilities is hereby Amended to change the impact fee for new parks to be imposed on new land development to $0.998 per square foot.

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this 22ND day of July , 2015.

Myra L. Taylor
Mayor

Ordinance No. 15-23

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Vincent T. Brown
The Brown Law Group
City Attorney

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

Sponsored by: Commissioner Santiago

ORDINANCE NO. 26-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF "TRAVEL TRAILER" TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF "CAMPING TRAILER" TO REMOVE THE WORD "VEHICULAR" AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD "TRUCK" FROM "TRUCK CAMPER"; TO AMEND THE WORD "MOTOR HOME" TO REQUIRE A "BUILT ON" REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF "SCREENED" TO ADD THE WORDS "THE CONDITION OF BEING" AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE "RESIDENTIAL TOWNHOUSE DISTRICT", "MODERATE DENSITY RESIDENTIAL DISTRICT", "HIGH DENSITY RESIDENTIAL DISTRICT" AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD; CMU; AND MNMU; TO DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A REGISTRATION PROCESS AND FEE OF $100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING ALL RECREATIONAL VEHICLES TO DISPLAY CURRENT CITY REGISTRATION TO BE VISIBLE FROM THE STREET; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON

SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM $500.00 TO $250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, addresses the general storage of a recreational vehicle, of a certain length and width, on single-family or duplex residential zoned property, subject to the conditions listed in Section 22-116; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend the City's land development regulations pertaining to recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to recreational vehicles and Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances related to penalties.

NOW, THEREFORE, BE IT DULY ORDAINED 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. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended and shall read:

Sec. 22-116 Recreational Vehicles.

(a) Definitions

(1)"travel trailer," ~~which is~~ a vehicular portable unit, mounted on wheels and ~~, of such a size or weight as not to require special highway movement~~

~~permits when drawn by a motorized vehicle. It is primarily~~ designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8 1/2 feet and ~~an~~ a maximum overall body length of no more than ~~40~~ 35 feet. ~~when factory-equipped for the road.~~

(2) "camping trailer," ~~which is a vehicular~~ portable unit designed to be loaded onto, affixed to, mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel uses.

(3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

(4) "motor home," ~~which is~~ a self-propelled vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, ~~is a self-propelled~~ and is built on a self-propelled motor vehicle chassis, and is primarily designed ~~to provide~~ for temporary living quarters for recreational, camping, or travel use.

(5) "van conversion," ~~which is~~ a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

(6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(7) The term "screened" means the condition of being significantly hidden from view from grade level by a combination of structures or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

(8) Residential Zoned Property include any of the following:

i. Single-Family Residential district. Any zoning use district bearing the prefix R-1 or R-2.

ii. Two-Family Residential district. Any zoning use district bearing the prefix R-2.

~~iii. Residential Townhouse district. Any zoning use district bearing the prefix R-TH~~

~~iv. Moderate Density Residential district. Any zoning use district beaning the prefix R-3.~~

~~v. High Density Residential district. Any zoning use district bearing the prefix R-4~~

~~Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.~~

(b) Recreational Vehicle ~~Storage~~ Requirements

(1) ~~Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended~~. Recreational vehicle owner must register their vehicle annually with the City for a $100.00 fee and provide an affidavit affirming that the vehicle will not be used for occupancy and will otherwise comply with provisions outlined within the City of Opa-locka's Code of Ordinances.

(2) All recreational vehicles shall display current City registration to be visible from the street. Immediately following the passage of the ordinance from which this section is derived, the city shall use best efforts to engage in a public information campaign to educate residents on the requirements of this section. The public information campaign shall take place up until o~~ne hundred eighty (180)~~ ninety (90) days after passage of the ordinance from which this section is derived to address removal of recreational vehicles from properties zoned residential.

~~Any person owning a recreational vehicle that is occupying real property zoned residential within the city as of the passage of the ordinance from which this section is derived, will have up to one hundred eighty-one (181) days to remove the recreational vehicle from the city. After the one-hundred-eighty-day public information campaign all violations will be subject to code enforcement action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have thirty (30) days to cure the violation, i.e., removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.~~

A recreational vehicle, not exceeding 35 feet in length, may be parked in a side yard on an improved driveway, not closer than three feet from the residence with all expanding panels retracted as if the vehicle is in travel mode and meet the following criteria:

a. Shall be fully visible and unobstructed.
b. Shall be mounted on wheels and remain easily moveable.
c. Parked recreational vehicles shall not be used for living, sleeping, cooking, or storage.
d. Residential vehicles not owned by the property owner shall have a valid lease agreement with the property owner where the vehicle is located. The lease agreement shall be submitted with the Recreational Vehicle registration package.
e. No property owner shall park, or allow to be parked, more than one recreational vehicle on any residential single-family or duplex property.
f. Recreational vehicles shall not be connected to water, sewer, or electrical lines while parked on residential property. Utility connections for brief maintenance related activities are permitted with the use of an extension cord not to exceed 24 hours. The City reserves the right to suspend water and sewer service after proper notice. The parking of recreational vehicles is prohibited on townhouse or multi-family development properties.

(3) Violations & Penalties
a. Violations of this section shall result in fines, penalties, or enforcement actions which shall be the responsibility of the property owner.
b. Fines shall be imposed as follows:
a) Illegal placement/storage/parking: ~~$500~~ $250 first offense, $500 for each additional offense thereafter.
b) Illegal utility connection: ~~$500~~ $250 first offense, $500 for each additional offense thereafter.
c) Illegal use for living space: ~~$500~~ $250 first offense, $500 for each additional offense thereafter.
d) Non-registration: ~~$500~~ $250 first offense, $500 for each additional offense thereafter.
c. Additional Remedies: The City may pursue further enforcement, including abatement of nuisances, injunctive relief, permit revocation, and administrative adjudication.

~~(1) *Enforcement of the Code*. Notwithstanding the provisions of this section, the City may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or any provision of the City of Opa-Locka's Code of Ordinances or other authorized means, including but not limited to, issuance of and Prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a defense against any enforcement action brought by the City~~

~~based on noncompliance with the current requirements of the City Code.~~

Section 3. Chapter 7, Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances table section 106 is hereby amended to establish additional fees cand shall read for 106 as follows:

106. Recreational Vehicle Parking

Code Section	Description of Violation	Civil Penalty
3-1	Erecting, constructing, posting, etc., of a sign without a permit	$200.00
3-2	Failure to obtain required sign inspection approval	200.00
5-1	Cruelty and fighting:	
	Prohibited generally	
	Tormenting, torturing or inflicting cruelty on an animal, or human being	500.00
5-18	Keeping vicious and howling dogs	500.00
7-3	Permit prerequisite to doing work:	
	Failure of homeowner to get permit	200.00
	Failure of contractor to get permit	500.00
7-9	Duty to clean site:	
	Failure to remove debris, equipment, materials or sheds	200.00

Code Section	Description of Violation	Civil Penalty
9	Excavations and fillings:	
	Illegal excavation	500.00
10-5	Permit required for intentional burning:	
	Setting fire without permit	200.00
	Failure to obtain required permit or violation of conditions of permit	200.00
11	Garbage and trash:	
	Only city or licensed collectors to collect and dispose.	
11-5	Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment	500.00
11-7	Offensive or dangerous accumulations:	
	Creating or maintaining fire hazard	200.00
11-10	Removal prohibited except from approved containers:	
	Uncontainerized refuse, rubbish, or solid waste	100.00
11-14	Curbside placement; emergency; improvement of collection procedure; conditions:	

Code Section	Description of Violation	Civil Penalty
	(b) Domestic garbage	
	Hanging waste container at curbside, right-of-way or street edge before or after specific hours of normal collection;	100.00 per day
	(d) Garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection purposes	
	Placement of commingled yard trash at the curbside or other designated trash collection area, by residents for collection and disposal	50.00
	Placement of commingled yard trash at the curbside or other designated trash collection area by commercial multifamily residential establishments, for collection and disposal	100.00
13	Licenses and Business Regulations	
13-2	Tax levied and license required:	
	Failure to obtain a City of Opa-locka occupational license	100.00
14	Nuisances	
14-1	Creation or maintenance of public nuisance prohibited; duties of owners and tenants:	
	Trash, debris, refuse, or garbage on premises	100.00

Code Section	Description of Violation	Civil Penalty
	Excessive growth of weeds, grass, other flowers	100.00
	Failure to exterminate insects, rodents, termites, vermin or other pest	100.00
	Allowing public nuisance to exist	100.00
	Causing a sanitary nuisance	500.00
	Maintaining a sanitary nuisance	500.00
15	Noise:	
	Prohibited generally.	
	Excessive noise violation	100.00
15-137	Adherence to red light traffic control signals:	
	First offense	125.00
	Second offense	250.00
	Each additional offense	500.00
20	Trailers	
20-2	Parking prohibited except in trailer park:	

Code Section	Description of Violation	Civil Penalty
106	Illegal placement or storage or parking of a recreational vehicle	500.00 beyond first offense.
	Illegal placement / storage / parking: $250.00 first offense. $500.00 for each additional offense. Illegal Utility Connection. $250.00 first offense. $500.00 for each additional offense. Illegal Use for Living Space: $250.00 first offense. $500.00 for each additional offense. Non-Registration: $250.00 first offense. $500.00 for each additional offense.	250.00 First Offense 500.00 each additional

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 8. 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 _____, 2026.

PASSED SECOND READING this _____ day of _____, 2026.

_____
John H. Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: _____

Seconded by: _____

VOTE:

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

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**		
City Manager:	Shamecca Lawson			**CM Signature**		
Commission Meeting Date:	February 11, 2026		**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
		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**	**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	Commissioner Santiago		**Department:**		City Commission	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER VII, ARTICLE 1 SECTIION 7-6 AND THE LAND DEVELOPMENT REGULATIONS, ARTICLE V, SECTION 22-116 AND ORDINANCE NO. 2024-11 PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING PARKING RECREATIONAL VEHICLES ~~AND COMMERCIAL VEHICLES~~ ON PROPERTY ZONED RESIDENTIAL SINGLE-FAMILY AND DUPLEX; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City Commission adopted Ordinance 2024-11, legislation that prohibited the parking and or storage of Recreational Vehicles on Residential zoned property in the City of Opa-locka. After engaging in a public information campaign to educate the residents at a workshop held on August 27, 2024, and another workshop held on September 15, 2025, the City Commission has reconsidered and desires to establish a registration program and provide standards governing the parking and storage of recreational vehicles on certain residential zoned properties. The City Commission is also providing standards for the parking of recreational vehicles, which does not include occupancy or any other life-sustaining activities inside the recreational vehicles. On December 11, 2025, a final workshop was held to gather any additional comment from residents and address the lawful RV parking and/or registration of recreational vehicles, and to discuss fines and penalties for non-compliance.

The City Commission desires to provide additional definitions and provide registration fees and establish fines and penalties for non-compliant violators after a 90-day public information campaign. The Planning and Community Development Department has reviewed the amendment to permit recreational vehicle storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-116, "Recreational Vehicle Storage" and the City Code Chapter VII, Article 1, Section 7-6.

Financial Impact- There is no negative financial impact from the approval of this legislation.

Proposed Action:

Planning and Community Development staff recommends approval of this amendment.

Attachment:

Draft Ordinance Amendment
Ordinance 2024-11
City LDR Section 22-116
Workshop Summary 9-15-25
Workshop Summary DRAFT and Agenda 12-11-25
PowerPoint Presentation

Sec. 22-116. ~~Recreational Vehicle Storage~~

~~The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet. The front building line referred to shall be that portion furthest from the street.~~

Parking of recreational vehicles on property zoned residential.

(a) A recreational vehicle not exceeding 33 feet in length, will be allowed to park in either the side yard of property zoned residential on an improved driveway only; provided that such recreational vehicle is parked no closer that three feet from the side property lines.

(b) A recreational vehicle not exceeding ~~24~~ 25 feet in length will be allowed to park in the front yard of property zoned residential only when sufficient vehicular parking is available; provided that such recreational vehicle is parked no closer than 3 feet from the front or side property lines and is parked **perpendicular** to the right of way on an **improved** driveway. (without violating lot coverage percentage)

(c) At all times, a recreational vehicle shall have current license plates and registration that are clearly visible from the street. The owner of the recreational vehicle shall register the vehicle with the City and shall furnish to the City an affidavit indicating the recreational vehicle shall not be offered for occupancy as described in paragraph (d) of this Section.(Below)

(d) A recreational vehicle, while parked on property zoned residential shall not be offered for occupancy or use by the owner or tenant or any ~~third~~ parties or occupied or used for living, sleeping, cooking or any other life-sustaining activities or for storage purposes by the owner, tenant, person in possession, or to any third party who is not the owner or tenant of the residence at which the recreational vehicle is parked. For purposes of this Code Section, tenant or person in possession occupying the property must have a current valid lease or rental agreement with the **property owner** of the residential property which is to be promptly made available to the City.

(a.) A property owner, tenant or person in possession or control of the property shall provide access to the property, upon request, for the city inspector to conduct an inspection to determine the location of a parked recreational vehicle and compliance with this legislation. Failure to provide access for an on-site inspection, upon reasonable notice , is a violation of this section and subject to immediate removal of the Recreational Vehicle from the property.

(f) No property owner shall park, or allow to be parked, more than one recreational vehicle on a property zoned residential.

(g) Recreational vehicles shall not be connected to water and/or sewer lines. The City shall reserve the right to cancel or pause water and sewer service to the property, after notice is afforded as prescribed by applicable Florida Law(s), if a violation of this paragraph is found.

4. Parking of commercial vehicles, recreational vehicles, ~~boats or vessels~~ shall be prohibited on property developed as townhouse, or multi-family.

A first violation of this Section shall be a warning with the violator having (the number of days as per City Code) ~~60~~ days to fully correct the violation.

If the violation remains after ~~60~~ days, (as per City Code) fines may be imposed pursuant to _Section ____of the City Code.

Sponsored by: Commissioner Williams

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, Ordinance 15-31 address the general storage of a recreational vehicle, of a certain length and width, on single-family or duplex residential zoned property, subject to the conditions listed in Section 22-116; and

WHEREAS, the City Commission of the City of Opa-Locka desires to prohibit the storage of recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to recreational vehicles.

NOW, THEREFORE, BE IT DULY ORDAINED 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. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended to replace, Section 22-116, as set forth below, and shall have the meanings ascribed and shall be removed and replaced with the following words, terms and phrases and shall read:

Sec. 22-116 Recreational Vehicles.

1. **Definitions**

(1)"travel trailer," which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits

when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8-1/2 feet and an overall body length of no more than 40 feet when factory-equipped for the road.

(2) "camping trailer," which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

(3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

(4) "motor home," which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

(5) "van conversion," which is a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

(6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(7) The term "screened" means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

(8) Residential Zoned Property include any of the following:
Single-Family Residential district. Any zoning use district bearing the prefix R-1.
Two-Family Residential district. Any zoning use district bearing the prefix R-2.
Residential Townhouse district. Any zoning use district bearing the prefix R-TH
Moderate Density Residential district. Any zoning use district beaning the prefix R-3

High Density Residential district. Any zoning use district bearing the prefix R-4

Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.

2. Recreational Vehicle Storage

~~The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet. The front building line referred to shall be that portion furthest from the street.~~

(1) Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended.

(2) Immediately following the passage of this Ordinance, the City shall use best efforts to engage in a public information campaign to educate residents on the requirements of this Ordinance. The public information campaign shall take place up to 90 days after passage to address removal of recreational vehicles from properties zoned residential.

Any person owning a recreational vehicle that is occupying real property zoned residential within the City as of the passage of this Ordinance, will have up to 90 days to remove the recreational vehicle from the City. After the 90-day public information campaign all violations will be subject to Code Enforcement Action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have 30 days to cure the violation, i.e. removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.

(3) *Enforcement of the Code.* Notwithstanding the provisions of this section, the City may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or any provision of the City of Opa-Locka's Code of Ordinances or other authorized means, including but not limited to, issuance of and Prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a defense against any enforcement action brought by the City based on noncompliance with the current requirements of the City Code.

Section 3. Chapter 7, Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances is hereby amended to add new number 106 to establish a fees concerning recreational vehicle storage violations and shall read:

106. Recreational Vehicle Parking $500.00

Section 4. Article XI, Division 10, Subdivision 2, Section 2-570.33 of the City of Opa-Locka's Code of Ordinances is hereby amended to establish a civil penalty for noncompliance for failure to register recreational vehicles as set forth below:

Code Section	Description of Violation	Civil Penalty
3-1	Erecting, constructing, posting, etc., of a sign without a permit	$200.00
3-2	Failure to obtain required sign inspection approval	200.00
5-1	Cruelty and fighting:	
	Prohibited generally	
	Tormenting, torturing or inflicting cruelty on an animal, or human being	500.00
5-18	Keeping vicious and howling dogs	500.00
7-3	Permit prerequisite to doing work:	
	Failure of homeowner to get permit	200.00
	Failure of contractor to get permit	500.00
7-9	Duty to clean site:	

Code Section	Description of Violation	Civil Penalty
	Failure to remove debris, equipment, materials or sheds	200.00
9	Excavations and fillings:	
	Illegal excavation	500.00
10-5	Permit required for intentional burning:	
	Setting fire without permit	200.00
	Failure to obtain required permit or violation of conditions of permit	200.00
11	Garbage and trash:	
	Only city or licensed collectors to collect and dispose.	
11-5	Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment	500.00
11-7	Offensive or dangerous accumulations:	
	Creating or maintaining fire hazard	200.00
11-10	Removal prohibited except from approved containers:	
	Uncontainerized refuse, rubbish, or solid waste	100.00

Code Section	Description of Violation	Civil Penalty
11-14	Curbside placement; emergency; improvement of collection procedure; conditions:	
	(b) Domestic garbage	
	Hanging waste container at curbside, right-of-way or street edge before or after specific hours of normal collection;	100.00 per day
	(d) Garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection purposes	
	Placement of commingled yard trash at the curbside or other designated trash collection area, by residents for collection and disposal	50.00
	Placement of commingled yard trash at the curbside or other designated trash collection area by commercial multifamily residential establishments, for collection and disposal	100.00
13	Licenses and Business Regulations	
13-2	Tax levied and license required:	
	Failure to obtain a City of Opa-locka occupational license	100.00
14	Nuisances	
14-1	Creation or maintenance of public nuisance prohibited; duties of owners and tenants:	

Code Section	Description of Violation	Civil Penalty
	Trash, debris, refuse, or garbage on premises	100.00
	Excessive growth of weeds, grass, other flowers	100.00
	Failure to exterminate insects, rodents, termites, vermin or other pest	100.00
	Allowing public nuisance to exist	100.00
	Causing a sanitary nuisance	500.00
	Maintaining a sanitary nuisance	500.00
15	Noise:	
	Prohibited generally.	
	Excessive noise violation	100.00
15-137	Adherence to red light traffic control signals:	
	First offense	125.00
	Second offense	250.00
	Each additional offense	500.00
20	Trailers	

Code Section	Description of Violation	Civil Penalty
20-2	Parking prohibited except in trailer park:	
106	Illegal placement or storage or parking of a recreational vehicle	500.00

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 8. 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 18th day of March 2024.

PASSED SECOND READING this 10th day of April 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: Vice Mayor Ervin

Seconded by: Commissioner Williams

VOTE: 4-0

Commissioner Bass	YES
Commissioner Kelley	ABSENT
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay		**Department Director Signature:**		
City Manager:	Darvin E. Williams		**CM Signature**		
Commission Meeting Date:	March 13, 2024	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
				X	
Fiscal Impact: *(Enter X in box)*	**Yes** / **No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
				X	X
	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:**		**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 Williams	**Department:** Planning & Community Development		Commissioner Williams	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The current Land Development Regulations, Ordinance 15-31, Section 22-16 address the general storage of recreational vehicles on residential zoned property subject to the conditions listed in Section 22-116. The City Commission desires to remove legislation to permit parking and storage of

recreational vehicles on property zoned residential and to provide definitions and provide progressive fees to be assessed for violators after a 90-day public information campaign. The Planning and Community Development Department has reviewed the amendment to prohibit recreational vehicle storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-116, "Recreational Vehicle Storage".

Financial Impact

Account	Description	Available	Project	Remaining Balance

There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends approval of this text amendment.

Attachment:

Draft Ordinance
Amended Land Development Regulation-

CITY OF OPA-LOCKA RECREATIONAL VEHICLE ORDINANCE



PCD STAFF

December 11, 2025

Purpose and Intent

City leadership intends to:

- Beautify the City.
- Maintain a positive image for residential properties.
- Maintain the integrity of residential neighborhoods.
- Conserve and increase taxable value.
- Promote public safety.
- Reduce unauthorized strain on sewer, water, and electrical systems.
- Reduce financial burden on residents for system upgrades.

Recreational Vehicles-Definitions

- Travel Trailer-a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle.

- Camping Trailer-a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

- Truck Camper-a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

Recreational Vehicles-Definitions cont'd

- Motor Home-a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

- Van Conversion-a vehicular unit which does not exceed the length and width limitations provided in s. 315.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

- Fifth-Wheel Trailer-a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axel.

Recreational Vehicles-Definitions cont'd

- Screened-means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

- An RV should be FULLY VISIBLE and should not be screened from view.

- Residential Zoned Property-where an RV will be permitted include:
  - Single-Family Residential district. Any zoning use district bearing the prefix R-1.
  - Two-Family Residential district. Any zoning use district bearing the prefix R-2.

Introduction/History

The City Zoning Code is a Fluid Document

- Ordinance 15-31, Section 22-116 addressed the general storage of a Recreational Vehicle, of a certain length and width, on single-family or duplex zoned property.
- This legislation was adopted on October 28, 2015.
- In recent years there has been a major increase in Recreational Vehicles in Opa-locka without compliance with the Zoning Code.
- On April 10th, 2024, the City Commission adopted Ordinance 2024-11 and amended Section 22-116 to prohibit the storage of Recreational Vehicles on residential zoned properties.

Introduction/History

The City Zoning Code is a Fluid Document

- On August 27, 2024, a workshop was held with the residents and property owners concerning Ordinance 2024-11 which prohibited parking and storage of Recreational vehicles.
- As a consequence of the workshop, the City Commission desires a reasonable amendment to Ordinance 2024-11.

Community Concerns at Workshop

- Residential Feedback if RV parking is allowed:
  - Financial Burden for Homeowners – possible depreciation of property value.
  - Concerns - turning neighborhoods into trailer parks.

Recreational Vehicles











Support and Opposition

- New Amendment Opposition:
  - Homeowners concerned about property values being reduced and neighborhood aesthetics.
  - City Officials tasked with the effective management of resources, water, sewer, and electricity.
  - That Owners allow Multiple RV's on their property
  - Additional parking needed for RV tenants

- New Amendment Supporters:
  - Resident's RV can be parked on their property and not incur additional monthly parking rental expense.
  - RV's will not be used for rental income – No new parking challenges

Amend Ordinance 2024-11

The following conditions are required:

- Amendment to permit RV parking in R-1 & R-2 Dist.:
  1. Allow one recreational vehicle **not exceeding 35 feet in length** may be parked in a **side yard** on an improved driveway, or paved surface no closer than **three feet** from the side property lines, provided sufficient parking is available and lot coverage limits are not exceeded.
  2. Recreational Vehicle must be fully visible, unobstructed and must remain mounted on tires.
  3. All recreational vehicles must display DMV **current registration and license plates** visible from the street.
  4. Recreational vehicle owners must register their vehicle **annually** with the City for a **$150 fee** and provide an affidavit affirming the vehicle will **not be used for occupancy** and will comply with all provisions outlined in the Ordinance.
- **Occupancy Prohibition & Utility Restrictions**
  5. Recreational vehicles parked on residential property are prohibited from being used for occupancy, living, sleeping, cooking, or storage.
  6. A tenant or occupant must hold a **valid lease** or rental agreement with the property owner, available to the City upon request.
  7. Violations may result in **fines, penalties, or enforcement actions** as prescribed in the municipal code.

Amend Ordinance 2024-11

"The following conditions are required" Cont'd:

- **Inspection & Enforcement**
  - Upon request, property owners must provide access for **City inspections** to verify compliance. Failure to provide access may result in **immediate removal** of the recreational vehicle **at the owner's expense**.
  - No property owner shall park, or allow to be parked, **more than one** recreational vehicle on residential property.
  - **Utility connections prohibited:** Recreational vehicles **shall not** be connected to **water, sewer, or electrical lines**. If violations are found, the City reserves the right to **suspend** water and sewer service after notice per **Florida law**.
- **Parking Restrictions for Townhouse & Multi-Family Properties**
  - Parking of **recreational vehicles,** is **prohibited** on **townhouse or multi-family developments.**

Amend Ordinance 2024-11

"The following conditions are required" Cont'd:

- **Violations & Penalties**
  - **(a) Warning Period:** First-time violators will receive a **warning** and must correct the violation within **7-30 days.**
- **Fines & Enforcement:** If uncorrected, fines may be imposed per the **City Code:**
  - **Illegal placement/storage/parking: $500**
  - **Illegal utility connection: $500**
  - **Illegal use for living space: $500**
  - **Non-registration: $500**
- **Additional Remedies:** The City may pursue further enforcement, including **abatement of nuisances, injunctive relief, permit revocation, and administrative adjudication.**

Implementation Plan

- Steps:

  Public awareness campaign.

  Workshops:

  1. August 27, 2025
  2. September 15, 2025
  3. December 11, 2025

- Enforcement strategy.
  1. Amendment 1st Reading January 2026
  2. Amendment 2nd Reading February 2026
- Support programs for affected residents.

Conclusion and Q & A

- Ordinance 2024-11
  - Banned the parking and or storage of recreational vehicles on residential property;
  - The amendment will permit storage, require RV registration, prohibits living in the unit, prohibit connection to city utilities and gives penalties for violations of this legislation to live in the RV.
  - Provides for fines for violations.

Recreational Vehicles











CITY OF OPA-LOCKA RECREATIONAL VEHICLE ORDINANCE



December 11, 2025

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

PUBLIC WORKSHOP – RECREATIONAL VEHICLES
Monday, September 15, 2025
6:00 PM

1. WELCOME AND INTRODUCTIONS:

Mayor John H. Taylor, Jr. called the public workshop to order at 6:06 PM on Monday, September 15, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

The following members of the City Commission were present: Mayor John H. Taylor, Jr.; Vice Mayor Joseph L. Kelley; Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Commissioner Dr. Sherelean Bass.

2. PRESENTATION BY CITY STAFF:

a. Summary of existing regulations related to Recreational Vehicles / Proposed Changes

Commissioner Santiago welcomed attendees in English and Spanish, noting the purpose of the meeting was to review regulations related to recreational vehicles (RVs) and hear community input. He introduced Planning Director Gregory Gay, Zoning Official Gerald Lee, and Economic Development Specialist Sol Bankole, who would present proposed amendments.

Mr. Gay explained the background of RV regulations, noting an ordinance adopted in April 2024 prohibited RV parking on residential property. He stated the purpose of the workshop was to review opportunities to amend the ordinance to better balance community needs with neighborhood integrity.

Mr. Lee presented definitions of recreational vehicles, including travel trailers, camping trailers, truck campers, motor homes, van conversions, and fifth-wheel trailers. He explained prior code required RVs to be screened from street view, but proposed amendments would allow visible parking on residential lots under new conditions.

Proposed amendments included:

- Allowing one RV per single-family (R-1) or duplex (R-2) property.
- RVs must be parked on an improved driveway or paved surface, at least three feet from side property lines, not exceeding 30 feet in length.
- RVs must remain on tires, fully visible, and display valid DMV registration and license plates.
- Owners must register the RV annually with the City at a fee of $150 and submit an affidavit affirming it will not be occupied.
- Occupancy, sleeping, cooking, and storage in RVs were prohibited.

- RVs could not connect to water, sewer, or electrical utilities.
- Property owners must allow inspection access; failure could result in immediate removal of the RV at the owner's expense.

Mr. Lee added that violations could result in fines: $500 for illegal parking/storage, $500 for unauthorized utility connections, and $500 for illegal use as living space. First-time offenders would receive a warning and 7–30 days to correct violations.

Mr. Gay clarified that inspections would confirm proper placement, no utility connections, and current DMV registration. A decal would be issued upon approval. The inspection fee was included in the $150 registration. Staff noted the fee may be waived during an initial 30–45-day education period following adoption.

3. PUBLIC ENGAGEMENT:

Manny Cruz opposed the $150 annual fee, noting state trailer registration costs only $38.50. He suggested temporary permits for visiting RVs. Staff acknowledged his concerns and said temporary parking would be considered.

Sarah Allen, 600 Sharar Avenue, asked about RVs parked at businesses or churches. Staff explained the proposed amendments only addressed single-family and duplex properties, not commercial or industrial areas. Commissioners noted business concerns could be considered before adoption.

Lori Novell, 1840 Opa-locka Boulevard, asked about inspection. Mr. Gay responded that a compliance report and decal would be issued annually.

Luis Gálvez supported inspections of vehicles but objected to granting inspectors access to his property. Commissioners referred the question to the City Attorney for clarification. Mr. Gay emphasized residents should not use RVs for permanent living.

The City Commission recessed at approximately 7:14 PM.

The City Commission reconvened at approximately 7:26 PM.

Suleimi Correa asked what to do if her RV was parked on dirt rather than pavement. Staff stated proposed amendments would require a paved or improved surface, which was not previously addressed.

Mayor Taylor encouraged anyone not able to ask their questions to submit them via writing at the back of the room.

Mayor Taylor emphasized that nothing was final at this stage. He explained that recreational vehicles were currently banned in the City of Opa-locka but noted that the prohibition was not being enforced. He clarified that the ordinance was being amended based on the feedback and

suggestions received and would be brought back to the City Commission for further consideration.

Mayor Taylor stated that residents would be notified when the ordinance returned for City Commission consideration so that the discussion could continue at the appropriate time during a regular meeting.

Commissioner Ervin stated she would not support eliminating the registration fee but invited discussion on a reasonable amount. She emphasized the need for inspections to prevent illegal occupancy and utility connections.

Vice Mayor Kelley thanked residents for attending and sharing concerns. He stated the Commission paused enforcement of the ordinance so the issue could be addressed properly and commended Commissioner Santiago and Mayor Taylor for holding the workshop. He noted the $500 fine was not enforced to allow the community to be heard.

Commissioner Santiago thanked residents for their participation, emphasizing unity between the community, City Commission, City Manager, and staff.

4. NEXT STEPS:

5. CLOSING REMARKS:

Mayor Taylor concluded by thanking attendees, reaffirming the City was not yet enforcing the ordinance, and encouraging residents to continue providing feedback. He stated staff would remain available for private questions after adjournment.

6. ADJOURNMENT:

There being no further business, the public workshop was adjourned at 7:38 PM.

John H. Taylor, Jr.
Mayor

ATTEST:

Joanna Flores
City Clerk

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

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

CITY COMMISSION WORKSHOP
Thursday, December 11, 2025
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the workshop to order at 6:07 PM on Thursday, December 11, 2025, at the Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also in attendance were City Manager Sha'mecca Lawson, and City Clerk Joanna Flores. Commissioner Dr. Sherelean Bass arrived at 6:36 PM.

3. PRESENTATION BY CITY STAFF:

The workshop was conducted bilingually, with remarks delivered in English and translated into Spanish throughout.

Mayor Taylor explained that the purpose of the workshop was to review the City's recreational vehicle ordinance, outline existing regulations, present proposed amendments, and receive resident feedback on changes developed in response to prior community input.

Commissioner Santiago stated that the workshop was intended to resolve outstanding concerns before the ordinance proceeded to formal readings.

Planning and Development Director Gregory Gay outlined the goals of the proposed amendments, including protecting neighborhood character, property values, public safety, and infrastructure. He reviewed the recreational vehicle types addressed by the ordinance. He explained that the amendments would allow one recreational vehicle on single-family (R-1) and duplex (R-2) properties, subject to conditions. The vehicle could not exceed thirty-five feet in length and would be required to park on an improved surface, remain visible, mounted on wheels, display current registration, and be registered annually with the City for a proposed $50 fee. Owners would be required to submit a sworn affidavit confirming compliance and non-habitation.

Director Gay stated that recreational vehicles would be prohibited from use as living space and from connections to utilities. Only one recreational vehicle would be permitted per residential property, and recreational vehicles would remain prohibited in multifamily developments. Violations could result in code enforcement actions, including fines.

Director Gay reviewed enforcement procedures, stating that property owners would receive a warning period of approximately seven to thirty days, followed by fines for continued violations. Inspections would occur annually upon registration or in response to complaints or observed violations.

Mayor Taylor departed the workshop.

Commissioner Bass joined the dais at approximately 6:48 PM.

Commissioner Ervin raised concerns regarding cumulative fines and repeat offenders and asked whether payment options would be available. City Manager Lawson stated that violations would be addressed through code enforcement, with the opportunity to appear before a Special Magistrate. Commissioner Ervin requested a plan and process for repeat offenders.

Commissioner Santiago stated that the ordinance sought to balance property rights with neighborhood protections and acknowledged resident concerns regarding affidavits, inspections, fees, and utility restrictions.

Public comment was opened.

Haydel Neyra, 1060 Sultan Avenue, questioned why recreational vehicles would be permitted to park in front yards while boats were allowed greater flexibility. He stated that recreational vehicles were more visually intrusive when parked in front of homes and objected to the requirement for a sworn affidavit, stating that it pressured homeowners to self-incriminate. He opposed utility shutoffs as an enforcement tool and raised concerns regarding inspections and entry onto private property.

Luis Gálvez, 1206 Wilmington Street, stated concern regarding inspections of private property and described the home as a private space. Mr. Gálvez disputed claims that recreational vehicles reduced property values and stated that values in the area had increased. He expressed support for law and order but urged the City Commission to continue refining the ordinance prior to adoption.

Director Gay addressed questions regarding inspections and code compliance. He stated that recreational vehicle inspections would not occur routinely, but would take place annually upon registration or in response to verified complaints or observed violations. He explained that inspections would be conducted by the City's Code Compliance Division.

Code Compliance Supervisor Wilma Wilcox further clarified that an initial inspection would occur when a recreational vehicle was registered with the city. Additional inspections would occur only if a complaint was received or if code compliance officers observed a violation during routine patrols, including indications of occupancy or utility connections. Staff emphasized that inspections were complaint-driven or observation-based and not conducted on a recurring monthly basis.

Guillermina Gomez requested clarification regarding the maximum allowable recreational vehicle length. Ms. Gomez objected to paying a registration fee to park a recreational vehicle on private property and questioned whether similar fees existed elsewhere in Florida. She stated that the City faced broader challenges and urged the City Commission to consider the community's working- and middle-class character when regulating recreational vehicles.

Commissioner Bass disagreed with requiring an affidavit but supported inspections.

4. NEXT STEPS:

Commissioner Santiago stated that registration fees, affidavit language, inspection authority, emergency allowances, and utility restrictions would be refined before the first reading.

5. CLOSING REMARKS:

Commissioner Santiago thanked participants and announced that the first reading was scheduled for January 14, 2026.

6. ADJOURNMENT:

There being no further business to come before the City Commission, the workshop was adjourned at 7:47 PM.

John H. Taylor, Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

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