

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, June 24, 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 at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 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
June 24, 2026
6:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**
 - Workshop Meeting Minutes — June 1, 2026
 - Sunshine Meeting Minutes — June 9, 2026
 - Regular Commission Meeting Minutes — June 10, 2026
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**
11. **CITIZENS' FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
12. **ACTION ITEMS (items from consent agenda pull list):**
13. **ADMINISTRATION:**

CONSENT AGENDA:

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

OF MIAMI INVITATION FOR BID IFB #1115382 FOR PAVEMENT RESURFACING SERVICES AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR PHASE XI OF THE MILLING AND RESURFACING PROJECT, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 FOR PAVEMENT RESURFACING SERVICES AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR PHASE VII OF THE SIDEWALK INSTALLATION PROJECT, IN AN AMOUNT NOT TO EXCEED NINETY-THREE THOUSAND DOLLARS (\$93,000.00); PROVIDING FOR INCORPORATION OF RECITALS; 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 ENTER INTO THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA), AND TO EXECUTE RELATED DOCUMENTS NECESSARY TO IMPLEMENT THE GRANT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CHANGE ORDER NO. 1 WITH H&R PAVING, INC. FOR THE 21 COURT SIDEWALK CONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA FOR ANNEXATION AREA A AND ANNEXATION AREA B; FURTHER DIRECTING THE CITY MANAGER TO PURSUE POSSIBLE ANNEXATION OPTIONS, INCLUDING ANNEXATION OF AREA C; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROFESSIONAL OUTDOOR SYSTEMS, LLC FOR THE INSTALLATION OF BUS BENCHES, TRASH CANS AND BUS SHELTERS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR**

SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION NO.25-113 TO REMOVE MIAMI-DADE COUNTY FROM THE TRI-PARTY MEMORANDUM OF UNDERSTANDING WITH COMMUNITY YOUTH AGAINST VIOLENCE INC. PERTAINING TO THE MIAMI-DADE COUNTY JUVENILE CURFEW ORDINANCE; 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 OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND FIVE HUNDRED DOLLARS PER MONTH; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Commission*
2. **AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO PROVIDE THAT THE MAYOR AND CITY COMMISSION MEMBERS ARE ELIGIBLE TO RECEIVE HEALTH INSURANCE AND LIFE INSURANCE TO THE SAME EXTENT AS REGULAR FULL-TIME CITY EMPLOYEES, INCLUDING THE SAME EMPLOYER-PAID CONTRIBUTIONS, ELIGIBILITY REQUIREMENTS, AND BENEFIT OPTIONS AVAILABLE TO SUCH EMPLOYEES; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS**

FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission*

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, SECTION 22-55 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO SITE PLAN APPLICATION; SPECIFICALLY AMENDING SAID SECTION TO ADD NEW LETTER "E"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING RUTLAND STREET FROM OPA-LOCKA BOULEVARD TO VERMONT STREET AS "PROGRESSIVE FIREFIGHTERS ASSOCIATION STREET"; PROVIDING FOR CONFLICT AND REPEALER; SEVERABILITY; SCRIVENER'S ERRORS; AND AN EFFECTIVE DATE (first reading / public hearing held on June 10, 2026). *Sponsored by Mayor Taylor***

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**
*** Ingram Park Playground Installation Update**
*** City Events and Initiatives Analysis Update**
*** Budget Town Hall for Fiscal Year 2027**

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 and Zoning Board

1 Individual Appointment (Commissioner Santiago)

1 At-Large Appointment (Alternate Member)

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. **City of Opa-locka 4th Annual Father & Son Basketball Tournament**, in partnership with S.W.A.T., Saturday, June 20, 2026 from 10:00 AM - 3:00 PM, Sherbondy Village Gymnasium, 215 Perviz Avenue, Opa-locka, Florida. Registration required: www.SwatTeamWork.org, via telephone at 954.770.6148 or email at Inc.Swat@gmail.com *Sponsored by Commissioner Dr. Sherelean Bass*
2. **The City of Opa-locka Hurricane Preparedness Workshop**, Wednesday, June 24, 2026 at 5:00 PM, Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
3. **UHI Community Care Clinic in partnership with the City of Opa-locka Mayor & Commission presents Mobile Dental Services, Bringing Dental Care to You**, starting June 26, 2026 by appointment only. For more information, please call 305.620.7797. *Hosted by Mayor John H. Taylor, Jr.*
4. **The City of Opa-locka Mayor & Commission presents Pages in the Park Through Art**, Tuesday, June 30, 2026 and Tuesday, July 7, 2026 from 9:30 AM - 12:00 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass*
5. **The City of Opa-locka Mayor & Commission presents Prayer in the Garden**, Wednesday, July 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*

6. **Miami-Dade County Tax Collector Dariel Fernandez in partnership with City of Opa-locka Mayor John H. Taylor, Jr., presents TConnect - Driving Service Closer to You, July 2, 2026 from 9:00 AM - 4:00 PM, Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.**
7. **The City of Opa-locka Mayor & Commission invites you to a Monthly Free Food and Resource Drive, Thursday, July 2, 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***
8. **The City of Opa-locka and the Opa-locka Community Redevelopment Agency presents the Rose Tydus Prayer Garden Ribbon Cutting Ceremony, Thursday, July 2, 2026 at 6:00 PM, 1052 Sharazad Boulevard, Opa-locka, Florida. RSVP at 305.953.2868 Ext. 1104.**
9. **The City of Opa-locka Mayor & Commission presents the Fourth of July Celebration, Saturday, July 4, 2026 from 11:00 AM - 9:00 PM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida. *Hosted by Commissioner Natasha L. Ervin and Commissioner Luis B. Santiago***
10. **The City of Opa-locka Mayor & Commission presents Community Chess & Dominoes Monthly Challenge, Sunday, July 5, 2026 from 3:00 PM - 5:00 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago***
11. **The City of Opa-locka Mayor & Commission presents Community Bingo, Friday, July 10, 2026 at 6:00 PM, Sherbondy Park Auditorium, 215 Perviz Avenue, Opa-locka, Florida. *Hosted by Commissioner Natasha L. Ervin***
12. **Join Vice Mayor Joseph L. Kelley for Meet Me Monday, July 13, 2026, at 6:00 PM at a location to be announced.**
13. **The City of Opa-locka presents RnB in the Park, Saturday, July 18, 2026 from 5:00 PM - 11:00 PM, Sherbondy Park, 380 Bahman Avenue, Opa-locka, Florida. *Hosted by Commissioner Natasha L. Ervin***
14. **City of Opa-locka Mayor & Commission Triangle Community Block Party, in partnership with Lowe's Groceries, Friday, August 7, 2026 (first Friday of every month) from 7:00 PM - 11:00 PM, Lowe's Groceries, 1731 Ali Baba Avenue, Opa-locka, Florida. *Hosted by Commissioner Luis B. Santiago***

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

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

WORKSHOP
Monday, June 1, 2026
5:30 PM

1. CALL TO ORDER:

Vice Mayor Joseph L. Kelley called the workshop to order at 5:32 PM on Wednesday, January 28, 2026, at the City of Opa-locka Commission Chamber, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Vice Mayor Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Kelley and recited in unison.

5. PUBLIC COMMENTS:

Vice Mayor Kelley opened public comments. No one came forth to speak. Vice Mayor Kelley closed public comments.

6. DISCUSSION OF POTENTIAL CHARTER AMENDMENTS:

- Proposed Compensation for Elected Officials to \$1,000 per Month
- Health Insurance for Elected Officials
- Health Insurance for Elected Officials and Their Families
- Life Insurance for Elected Officials
- Any Other Related Matters related to Elected Officials Compensation, Benefits, and Potential Charter Amendments

Vice Mayor Kelley noted that prior workshops on proposed charter amendments had been held with the Charter Review Board and the City Commission, and explained that the purpose of the workshop was to work through questions and provide direction.

Vice Mayor Kelley clarified the deadline for the countywide primary election had passed, and the deadline for the November general election was no later than Friday, July 24, 2026. He explained that he had called the workshop because of the approaching deadlines and the requirement that charter amendments be adopted by ordinance, which requires two readings.

City Clerk Flores explained, pursuant to State statute, a municipality must first request permission from and obtain the consent of the Miami-Dade County Supervisor of Elections regarding the referendum. She noted the City Commission's two options: the countywide primary election on August 18, 2026, for which the May 22, 2026 submission deadline had passed; and the November general election, for which the deadline was July 24, 2026. The City Commission indicated its intent to proceed toward the November general election.

Vice Mayor Kelley stated that the workshop's purpose was to determine which charter amendments, if any, to place on the November ballot so the City Attorney could prepare the necessary legislation, noting the City Commission could also choose to make no changes. He stated the items raised in prior workshops included compensation, health insurance for elected officials and their families, and life insurance for elected officials.

Commissioner Santiago requested additional information regarding the proposed benefits, particularly life insurance for elected officials.

Commissioner Ervin asked whether City employees received a City-paid life insurance policy. City Manager Lawson confirmed that all employees received a \$50,000 life insurance benefit paid by the City, that the City Commission did not currently receive it, and that members would receive the same coverage if the benefit were included.

Commissioner Santiago stated that elected officials should receive the same treatment as City employees, noted that the City's elected officials may be among the few in the County without such benefits, and said the matter should be addressed in the charter.

Vice Mayor Kelley stated that the annual cost of the basic \$50,000 life insurance benefit was minimal and would be incorporated into the budget process. He asked that the costs for life, health, dental, and vision coverage be included for the City Commission's consideration.

City Manager Lawson then reviewed the coverage tiers. She explained that the City pays one hundred percent for the employee and fifty percent for dependents, with the employee paying the balance, and that elected officials would be treated the same as employees.

Vice Mayor Kelley noted two approaches discussed previously. The first had the City pay for the elected official, with the official covering the dependent balance. The second raised compensation to \$1,000 per month, with insurance costs deducted from it. He did not favor deducting insurance costs from compensation.

Commissioner Ervin stated that she did not agree with deducting members' insurance costs from any compensation increase. She supported the City covering elected officials the same as

employees, with members paying the difference for dependents, and did not want the City Commission to receive anything not also provided to employees.

Commissioner Santiago agreed the City Commission should receive the same treatment as employees. He noted that he did not require the coverage himself, but emphasized its importance for future elected officials.

Vice Mayor Kelley emphasized that the benefits were important to enable future residents with families to serve in public office, and that the matter should be placed before the voters.

City Manager Lawson stated that she could not provide an exact total because members might elect different coverage, but that the budget could be based on the five current members. She added she would meet with each member individually to determine preferences and provide cost figures.

There was consensus that insurance and related benefits be provided to elected officials the same as regular City employees, with the City paying for the official and members paying the applicable portion for dependents.

Turning to compensation, Vice Mayor Kelley said the draft proposed \$1,000 per month and reiterated that he did not support tying insurance costs to it.

Commissioner Ervin agreed with \$1,000 per month, with only taxes deducted.

In response, City Manager Lawson confirmed only taxes would be deducted.

Commissioner Santiago noted that, after deducting dependent insurance costs from \$1,000 per month, members would retain roughly their current compensation, and suggested \$1,500 per month to offset those costs. At \$1,500 per month, the five members would total approximately \$90,000 annually.

There was consensus to propose \$1,500 per month.

City Attorney Norris-Weeks confirmed the draft legislation would be revised to \$1,500 per month, with the remaining compensation language unchanged, and the insurance provision drafted as a separate measure providing coverage to the Mayor and City Commissioners to the same extent as regular employees, without specifying a dollar amount.

Discussion ensued about whether the item would be brought forward by resolution or ordinance, requiring public notice and two readings.

City Clerk Flores recommended that, if brought forward by ordinance, the first reading be scheduled for the June 24, 2026, City Commission meeting and the second reading and final adoption be scheduled for the July 8, 2026, meeting, allowing sufficient time to submit the referendum language to the State and the Supervisor of Elections before the July 24, 2026, deadline.

Vice Mayor Kelley suggested transmitting the draft legislation to the State in advance for expedited review. City Manager Lawson agreed but cautioned approval could not be guaranteed.

Vice Mayor Kelley emphasized acting before the deadline to place the amendments on the November ballot at no additional cost to the City, noting a separate election would be more costly. He directed the City Manager to meet with members and provide cost figures, the City Attorney to prepare the legislation, and the City Clerk to coordinate submission to the State and Supervisor of Elections.

7. ADJOURNMENT:

There being no further business to come before the City Commission, the workshop was adjourned at 6:25 PM upon a motion by Commissioner Santiago, seconded by Commissioner Ervin.

ATTEST:

John H. Taylor Jr., Mayor

Joanna Flores, City Clerk

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

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

SUNSHINE MEETING
Tuesday, June 9, 2026
11:00 AM

1. WELCOME AND INTRODUCTIONS

City Clerk Joanna Flores called the sunshine meeting to order at 11:08 AM on Tuesday, June 9, 2026, at the City of Opa-locka Municipal Complex, 780 Fisherman Street, 4th FL – City Clerk’s Conference Room, Opa-locka, Florida.

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley; Commissioner Luis B. Santiago; and Commissioner Natasha Ervin. Also present were City Manager Sha’mecca Lawson; Assistant City Clerk Floralba Valdes-Wright; City Clerk Joanna Flores; Marielisa Gomez and Ashley Walker.

2. DISCUSSION AND OVERVIEW OF FOURTH OF JULY EVENT

Commissioner Ervin confirmed the Fourth of July event would take place at Ingram Park on Saturday, July 4, 2026. She recommended merging events with Juneteenth.

Vice Mayor Kelley noted that Juneteenth had no scheduled observance. He proposed a small event that day to recognize the holiday. He suggested holding it at the Helen Miller Center during working hours to avoid overtime. The event would offer hamburgers and hot dogs and a dialogue on Juneteenth history for seniors and children. Vice Mayor Kelley recommended a budget of \$1,000, or up to \$1,500 if T-shirts were included.

City Manager Lawson stated the Juneteenth and Fourth of July funding fell under the same budget item. She explained the balance remaining after the Juneteenth observance, approximately \$3,500, could be applied to the Fourth of July event. The Fourth of July line item was \$25,000.

There was consensus to fund a Juneteenth observance of up to \$1,500 for Juneteenth and to add the remaining funds to the Fourth of July budget.

Ms. Gomez presented quotes for water slides and inflatables from a current vendor. One option ran from 3:00 PM to 9:00 PM at \$3,700. A full-day option from 10:00 AM to 9:00 PM was \$5,000. Both included three water slides, a foam pit, and a concession stand. Staff noted vendors now rent in shorter blocks rather than for the full day.

Commissioner Santiago asked the City Manager to seek other companies offering all-day rental at better rates. Staff agreed to request quotes from multiple companies through procurement.

Discussion ensued about food and beverages. Commissioner Santiago agreed to cook and park staff would serve. Meals would be free, and families were welcome to bring and grill their own food. City Manager Lawson noted some drinks might be donated by the Top Value and Chavez supermarkets in exchange for signage.

The group discussed event hours. Setup would occur the night before and early that morning. Families could arrive by 10:00 or 11:00 AM. The activities, including the water slides and bounce houses, would run from about 2:00 PM to 6:00 PM.

There was consensus to advertise the event from 11:00 AM to 9:00 PM as all-day entertainment.

Fireworks quotes were then discussed. The initial quotes came in between \$22,000-\$25,000, which exceeded the budget. After further negotiation, a different vendor quoted \$15,800 for a 15-minute display, with permits included.

Staff was directed to engage the vendor and to seek a cost near \$15,000 for the 15-minute show.

It was noted the previous year's fireworks were canceled due to a thunderstorm and the City had to pay a portion of that vendor's fee because setup was already complete.

Manager Lawson confirmed she had spoken with Mr. Austin about the water supply at Ingram Park. Mr. Austin stated the City would ensure an adequate water supply for the slides.

The park would be secured the night before for setup, with pedestrian access from the Wilmington Street side and police coverage for the expected crowd.

Daytime activities would be broken down around 6:00 to 7:00 PM so the park can be cleaned before the evening fireworks crowd arrives.

Commissioner Santiago and Commissioner Ervin discussed children's games, a DJ at approximately \$100 per hour, and hiring outside help for cleanup.

Commissioner Santiago noted he had canceled his Triangle-area event scheduled for July 3 to avoid conflict and invited that community to the Fourth of July celebration.

3. EVENT PLANNING ASSIGNMENTS

City Manager Lawson and procurement will finalize the fireworks vendor, gather inflatable quotes, order the food, and coordinate event-day payments.

Commissioner Santiago will assist with the logistics and Commissioner Ervin will cook and submit the food order and headcount.

Ms. Gomez will secure the inflatables package and confirm the water supply.

Staff will prepare a draft flyer and confirm whether the existing Fourth of July signs can be reused or whether new signs need to be ordered for placement at key intersections.

4. OPEN FLOOR FOR SUGGESTIONS AND IDEAS

No additional suggestions or ideas were discussed.

5. CLOSING REMARKS

A consensus was made that a logistics walk-through of the park would be scheduled.

There being no further business, the sunshine meeting was adjourned at 12:54 p.m.

ATTEST:

John H. Taylor Jr., Mayor

Joanna Flores, City Clerk

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

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, June 10, 2026
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:02 PM on Wednesday, June 10, 2026, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Commission Chambers, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass; Commissioner Natasha L. Ervin; Vice Mayor Joseph L. Kelley; Commissioner Luis B. Santiago; 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.

3. INVOCATION:

The invocation was delivered by Commissioner Dr. Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Vice Mayor Kelley joined by the City Commission, presented a commendation to Pastor Pinellas on behalf of his son, Christian Pinellas (known by the performing name Krispy), in recognition of participation in the Arabian Nights Gospel Fest.

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

Commissioner Santiago requested to pull items 13-1, 13-3, and 13-4.

City Manager Lawson requested to defer item 15-A.1 and 15-A.2 to a date not certain.

Vice Mayor Kelley requested to pull item 13-2 and 13-6.

Mayor Taylor requested to defer item 16-A.4 to the next City Commission meeting.

It was moved by Commissioner Santiago, seconded by Vice Mayor Kelley, to approve the Consent Agenda (Agenda Item 13-5).

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

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

City Clerk Flores read into the record the add-on item to be included as 14-1.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, SECTION 22-55 OF THE CITY OF OPA-LOCKA LAND DEVELOPMENT REGULATIONS PERTAINING TO SITE PLAN APPLICATION; SPECIFICALLY AMENDING SAID SECTION TO ADD NEW LETTER “E”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago*

Commissioner Santiago described the emergency nature of the item.

It was moved by Commissioner Santiago to add the item to the agenda. Motion died due to lack of a second.

City Attorney Norris-Weeks and Vice Mayor Kelley briefly discussed the add-on nature of an ordinance and state procedure.

7. APPROVAL OF AGENDA:

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

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes — May 27, 2026

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to approve the May 27, 2026 Regular Commission Meeting Minutes.

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

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

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

There were none.

10. PUBLIC PRESENTATIONS:

Vice Mayor Kelley, joined by the City Commission, presented a commendation to Dr. Glenton Samuels recognizing his outstanding service as Master of Ceremonies for the Arabian Nights Gospel Fest.

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 Citizens' Forum.

Mark Cooper, 6801 SW 75 Terrace, spoke in opposition to the 1700 Service Road (Cuyahoga) project. Mr. Cooper presented a packet of materials to the City Commission and argued the property was large enough to support significant residential development and cited the Mosaic project on 22nd Avenue as a comparable example. Mr. Cooper raised concern that DERM correspondence in the public record showed monitoring wells had not been tested since 2021, with a recent DERM letter requiring submission of the next quarterly monitoring report within 90 days. He contended that the contamination argument was being used to avoid residential development in favor of a warehouse use.

Richard Dunn, City of Miami, 1895 NW 57th Street, yielded his time to Dr. Lorenzo Johnson. Dr. Lorenzo Johnson, CEO, Community Youth Against Violence (CYAV), appeared to follow up on the status of a previously approved Memorandum of Understanding among the City of Opa-locka, Miami-Dade County, and CYAV pertaining to the County's juvenile curfew ordinance. Dr. Johnson stated the organization's goal was to save lives by creating accountability in households and connecting at-risk youth and families to services.

Elena Angulo, Miami-Dade County Community Services Department, 275 NW 2nd Street, Miami, explained the County's role in the juvenile curfew process. She stated that when law enforcement issues a curfew citation to a juvenile, the referral is sent to the County, which

screens for eligibility and offers free prevention services, including evidence-based assessment tools and case management for three to six months, with referrals to community-based organizations as needed.

Ronnie Britton, 2315 NW 155th Street, further spoke about the Community Youth Against Violence organization and mission.

Ania Cruz and Eileen Bermudez, 1300 Dunad Avenue, raised concerns regarding code enforcement conduct. Ms. Cruz stated she had received a second citation from the same code enforcement officer without a prior warning and described the experience as harassment. Ms. Bermudez corroborated the account, stating she had moved the vehicle the same evening, never received a formal pink warning notice or citation on her door, and had now been summoned to court and assessed an \$800 fine.

Mayor Taylor directed the City Manager to have someone follow up with the resident.

Jesus Lopez, 8315 SW 98th Street (property owner, 13205 Cairo Lane), spoke on behalf of business owners affected by a fire at Cairo Lane. Mr. Lopez stated he had operated in the city for more than 25 years and, along with approximately eight to nine other business owners, lost everything in the fire in a matter of hours. He stated many of the affected businesses had adequate licenses and permits but lacked sufficient insurance coverage. He asked the City Commission to find a way to help the business owners rebuild and return to operation.

Cecilia Gutierrez, 64 E. 65th Street, Hialeah, (owner, Gary Hughes Auto Park, 13175 Cairo Lane), described the devastating impact of the fire. She stated she and her husband had operated their auto park business in Opa-locka for more than 30 years. She said the building was completely destroyed. She appealed to the City Commission for assistance and stated her family had paid taxes and followed the rules throughout their time in the city.

Audrey Dominguez, 1147 Jann Avenue, thanked the City Manager and staff for displaying centennial flags throughout the city. She suggested swapping the small centennial sign displayed online with the larger version displayed downstairs in City Hall. Ms. Dominguez thanked Commissioner Santiago for the Triangle/17th Avenue block party. She also praised the Chess and Dominoes event hosted by Commissioner Bass and Commissioner Santiago at Sherbondy Park.

Yvette Abreu, 13205 Cairo Lane, spoke as a co-owner of a business on Cairo Lane affected by the fire. She stated she and her co-owner had invested 23 years in the business and lost everything in an instant. Ms. Abreu said the fire started in another business and spread, that they had no warning, and that all of what they had built was gone. She asked the City Commission for assistance.

Mayor Taylor closed Citizens' Forum.

Mayor Taylor acknowledged the business owners and stated the City Clerk would poll the City Commission to schedule a workshop to discuss a path forward for the Cairo Lane fire victims. He also noted that Commissioner Santiago was working on legislation.

Mayor Taylor noted that the juvenile curfew item had been raised at the previous meeting and asked for an update.

City Attorney Norris-Weeks provided an update, explaining that the City Commission had acted correctly in approving the tri-party agreement. However, Miami-Dade County's attorney had since advised the County not to sign the agreement, citing liability concerns, and the County had withdrawn from the agreement. She stated that no changes could be made to the agreement without the item returning through the City Manager and coming back before the City Commission.

Mayor Taylor directed staff to take Dr. Johnson's contact information and schedule a meeting with the Mayor, City Manager, and City Attorney's office to chart a path forward.

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A POOL OF CONTRACTORS FOR CITYWIDE TOWING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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

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

City Manager Lawson introduced the item and stated the City's current agreement for citywide towing services was set to expire on July 16, 2026. She explained that due to high demand, historical practice, and recent experience with a single tow contractor resulting in long wait times, she intended to award contracts to multiple selected contractors to ensure continuous and timely service.

Commissioner Santiago stated he had reviewed the item and recommended that two companies serve in the primary rotation, with a third designated as backup in the event neither primary contractor could respond. He expressed concern that having three companies in equal rotation could create operational complications.

Vice Mayor Kelley stated he was supportive of the multi-contractor approach and noted the City Commission had historically awarded towing contracts to multiple firms, which worked well until the City moved to a single provider. He said the wait time complaints had been

widespread and that the legislation was overdue, as a review had been expected within six months of the original award.

Mayor Taylor and other members concurred that the item was supported as presented. There being no additional discussion, the motion to approve the resolution passed by a 5-0 vote.

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

2. **[13-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO REJECT A PROPOSAL SUBMITTED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) 2026- PDN-001 FOR PRINTING AND DISTRIBUTION OF A QUARTERLY COMMUNITY NEWSPAPER; FURTHER AUTHORIZING THE CITY MANAGER TO ENGAGE COMMUNITY NEWSPAPER SERVICES FOR AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN A CONTRACT FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by City Manager

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

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

City Manager Lawson introduced the item and explained that the City had issued a Request for Qualifications soliciting proposals for printing and distribution of a quarterly community newspaper. Only one proposal was received, which was deemed insufficient in response. She requested authority to reject the sole proposal and engage newspaper services under her spending authority of \$25,000 for the initial contract year with an optional one-year renewal.

Vice Mayor Kelley stated he did not oppose the item but wished to add an amendment requiring that any optional renewal of the agreement at the end of the first year be brought back to the City Commission for prior approval, rather than renewing automatically. He explained this was a matter of policy and principle.

Assistant City Attorney Cobb read the proposed amendment language.

City Manager Lawson stated she had no objection to the amendment.

Commissioner Santiago stated his support, noting the community newspaper was important for informing residents about how their tax dollars were being used, and acknowledged the intent of the amendment to ensure continuity regardless of who served in any given role.

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to amend the resolution to require City Commission approval prior to any renewal.

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

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

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

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

3. **[13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A CITYWIDE ASSESSMENT OF UNSAFE STRUCTURES AND FURTHER AUTHORIZING THE CITY MANAGER TO SUBMIT THE FINDINGS TO THE MIAMI-DADE COUNTY UNSAFE STRUCTURES BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by Mayor Taylor

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

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

Mayor Taylor introduced the item and stated that numerous unsafe structures existed throughout Opa-locka where property owners had not responded to repeated complaints, and vagrants had taken up residence in the deteriorating buildings. He stated the resolution would direct the City Manager to assess all known unsafe structures and submit findings to the Miami-Dade County Unsafe Structures Board so the City could pursue authorization to demolish the structures.

Commissioner Santiago sought clarification that the resolution was targeted at long abandoned and vacant structures rather than older homes that were still occupied and in use by residents.

Mayor Taylor confirmed this was correct.

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

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

4. **[13-4] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA DIRECTING THE CITY MANAGER TO CONDUCT AND PRESENT A STUDY AND ANALYSIS REGARDING A SIX-MONTH PILOT PROGRAM FOR EXTENDED SERVICE HOURS FOR CITY SERVICES AND OPERATIONS; PROVIDING FOR REPORTING AND RECOMMENDATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Kelley*

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

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

Vice Mayor Kelley introduced the item and explained he had heard consistently from residents and business owners who were unable to access City services during standard business hours because of their work schedules. He stated the resolution was intended to allow the City Manager to study options for extending public-facing service hours. He confirmed it was designed as a pilot program and did not commit the City to any particular structure.

Commissioner Santiago did not support adding additional work hours but agreed with the four-day work week.

Commissioner Bass expressed concern about potential additional costs to the City and impact on employees.

Mayor Taylor clarified the current item was about extended hours and not a four-day workweek.

Commissioner Ervin stated she believed the study could be completed in three months rather than six.

Vice Mayor Kelley stated six months had been suggested to avoid placing undue pressure on the City Manager given the number of other items on her plate, but he was open to a shorter timeline.

City Manager Lawson clarified that she had understood the six months to be the study period, not the duration of the pilot itself.

Discussion ensued regarding the distinction between the analysis period and the actual pilot program duration.

Mayor Taylor suggested City Manager Lawson and Vice Mayor Kelley meet to develop a concrete plan with defined timelines and bring it back to the City Commission for consideration.

Vice Mayor Kelley agreed to defer the item to a date not certain in order to work with the City Manager to clarify the scope and timeline before returning to the City Commission.

The item was deferred to a date not certain.

5. **[13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO IMMEDIATELY COORDINATE REVIEW AND INSPECTION OF JUNKYARDS, SALVAGE YARDS, AUTO DISMANTLING FACILITIES AND OUTDOOR VEHICLE STORAGE OPERATIONS WITHIN THE CITY LIMITS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***

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

Commissioner Santiago requested to defer the item to a date not certain.

13. ADMINISTRATION:

CONSENT AGENDA:

1. **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 A POOL OF CONTRACTORS FOR CITYWIDE TOWING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; 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 REJECT A PROPOSAL**

SUBMITTED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) 2026-PDN-001 FOR PRINTING AND DISTRIBUTION OF A QUARTERLY COMMUNITY NEWSPAPER; FURTHER AUTHORIZING THE CITY MANAGER TO ENGAGE COMMUNITY NEWSPAPER SERVICES FOR AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN A CONTRACT FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; 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, DIRECTING THE CITY MANAGER TO CONDUCT A CITYWIDE ASSESSMENT OF UNSAFE STRUCTURES AND FURTHER AUTHORIZING THE CITY MANAGER TO SUBMIT THE FINDINGS TO THE MIAMI-DADE COUNTY UNSAFE STRUCTURES BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA DIRECTING THE CITY MANAGER TO CONDUCT AND PRESENT A STUDY AND ANALYSIS REGARDING A SIX-MONTH PILOT PROGRAM FOR EXTENDED SERVICE HOURS FOR CITY SERVICES AND OPERATIONS; PROVIDING FOR REPORTING AND RECOMMENDATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
- 5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE PUBLIC SPACE ADJACENT TO THE HISTORIC CITY HALL AS "CENTENNIAL PARK"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Ervin***
- 6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO IMMEDIATELY COORDINATE REVIEW AND INSPECTION OF JUNKYARDS, SALVAGE YARDS, AUTO DISMANTLING FACILITIES AND OUTDOOR VEHICLE STORAGE OPERATIONS WITHIN THE CITY LIMITS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago***

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION OF TWO COMMERCIAL-INDUSTRIAL MIXED-USE BUILDINGS ON THE PROPERTY LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170 IN THE R-TH ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

Item was deferred to a date not certain.

- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING OR DENYING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF TWO COMMERCIAL-INDUSTRIAL MIXED-USE BUILDINGS ON THE PROPERTY LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170 IN THE R-TH ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

Item was deferred to a date not certain.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005- 2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO A COMMERCIAL LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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

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

City Manager Lawson introduced the item and stated that the applicant proposed to construct two commercial mixed-use buildings with showroom, storage, office, and retail space at 1700 Service Road. She noted the item had been deferred from the December 10, 2025 regular City Commission meeting to allow the applicant time to meet with the community, and that two public meetings were subsequently held on January 13 and February 3, 2026.

Mayor Taylor opened the public hearing.

Mark Cooper, 6801 SW 75 Terrace, spoke in opposition and referred to the packet he had distributed during Citizens' Forum. He argued required environmental testing had not been kept current. He stated contamination monitoring wells had not been tested since 2021, per DERM's own correspondence, and that approving a commercial land use change before that information was available would foreclose the opportunity for residential development that could bring 800 or more new residents and significant tax revenue to the city.

Audrey Dominguez, 1147 Jann Avenue, stated she had voted against the application at the Planning and Zoning board. She said the property was originally intended for residential use and that she would support the project if the applicant came back with a residential proposal that addressed the contamination. She noted the plans presented were attractive but that warehouses were not what residents wanted for that site.

Kevin Scott, 8441 NW 35th Avenue, spoke in opposition, stating that a comprehensive DERM report had not been provided and that the City Commission could not responsibly vote without knowing the true level of contamination. He stated the site was in a residential area and expressed concern about potential public health impacts to residents who had lived nearby for years.

Brian Dennis, 2140 York Street, stated he had reviewed the documentation provided by the applicant and was troubled by the contamination information that had emerged. He requested a full environmental disclosure be made public.

Mayor Taylor closed the public hearing.

Hope Calhoun, Land Use Counsel for the applicant, clarified that the application sought a change from residential to commercial land use only, consistent with community meeting feedback.

James Miller, project civil engineer, explained that above-ground contamination stockpiles had been removed and that the County-approved remediation method was encapsulation. He stated both commercial and residential development required the same remediation

depth, but that commercial development's reduced green space would lower the total remediation cost.

Nathan Cohen, property owner, stated the applicant was a retail developer, not an industrial one, and had never intended to build a warehouse. He stated community meetings indicated residents wanted retail and activation space.

Mayor Taylor stated that what residents had consistently asked for over the years was real retail similar in other communities, and not a furniture store.

Mr. Cohen clarified that the site plan was adjusted accordingly, with the furniture showroom placed in the rear and the front building reserved for retail tenants.

Mayor Taylor briefly left the dais at 8:07 PM and returned at 8:09 PM.

Commissioner Santiago stated he was not convinced the project reflected the will of the community. He noted that residents who appeared at the applicant's community meetings were not all Opa-locka residents. He pointed out that the Planning and Zoning Board had not recommended approval on the land use amendment, and stated the residents who had spoken before the City Commission that evening were against the project.

Director of Planning and Community Development Gregory Gay confirmed the Planning and Zoning Board voted 2-2 on the Comprehensive Plan Amendment and 3-1 in favor of the rezoning, with both items proceeding to the City Commission.

Mr. Cohen responded that he had never claimed to have the full support of the community, but that at the community meetings he attended, the feedback he heard leaned toward retail rather than residential.

Ms. Calhoun stated that the applicant had been before the City Commission for three to four years in various iterations and had held no fewer than four community meetings. She pleaded with the City Commission to allow the item to move forward on first reading, noting that the applicant could still address any outstanding concerns before second reading and that the City Commission retained the ability to change its vote at that time.

Commissioner Santiago requested to hear community feedback in person. Ms. Calhoun agreed.

Commissioner Ervin stated she had sponsored a community workshop on the item and recalled residents expressing interest in retail, but noted that retail was offered as the only available option rather than a preferred choice over residential. She said she remained concerned that the language in the ordinance said "commercial-industrial" and that a mixed-use development with residential above retail, similar to Dania Pointe, was what the residents had originally hoped for.

Director Gay stated the site had presented development challenges for twelve years, with at least four prior developers declining residential development due to remediation costs, with contamination present across approximately 95 percent of the site.

Vice Mayor Kelley stated they had been trying to attract residential developers to the site without success. He noted the City had previously secured a Brownfield grant to fund a Phase 2 environmental study so the City Commission would not have to rely solely on developer representations about contamination levels. He stated that based on what had been presented at prior meetings, the cost to remediate the site for residential development had been estimated at \$5 to \$6 million, and that no developer had been willing to absorb that cost even with City incentives.

Vice Mayor Kelley then asked about the Dania Pointe site.

Director Gay stated that while both sites were Brownfield sites with contamination, the comparison had some limitations. He noted that Dania Pointe was a significantly larger site with the site almost entirely paved over, which is effectively the same encapsulation method being proposed at 1700 Service Road. He confirmed the type of encapsulation-based remediation used at Dania Pointe was consistent with what was being proposed here.

Commissioner Bass indicated she was prepared to support the item on first reading but noted that the legislative language included references to "commercial-industrial" that did not match the applicant's representations of a strictly commercial project. She stated she needed the language to be consistent before she could feel comfortable with a final vote.

Director Gay acknowledged the language was a carryover from the prior application and would be corrected before second reading.

City Attorney Norris-Weeks confirmed that language could be corrected between first and second reading and that the correction could be adopted as an amendment in the next item.

There being no additional discussion, the motion to approve the ordinance, on first reading, failed by a 2-3 vote.

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

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CONSIDERING THE REZONING REQUEST FOR APPROXIMATELY 7.58 ACRES OF LAND, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170 FROM THE CURRENT RESIDENTIAL TOWNHOUSE (R-TH) ZONING DISTRICT TO THE COMMERCIAL INTENSIVE (B-3) ZONING DISTRICT TO ALLOW FOR THE CONSTRUCTION OF TWO**

COMMERCIAL-INDUSTRIAL MIXED USE BUILDINGS ON THE PROPERTY LOCATED WITHIN THE CORRIDOR MIXED USE OVERLAY DISTRICT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

City Manager Lawson introduced the item and stated the request was to rezone 1700 Service Road from the Residential Townhouse (R-TH) district to the Commercial Intensive (B-3) district.

Mayor Taylor opened the public hearing.

Mark Cooper, 6801 SW 75 Terrace, reiterated his opposition and urged the City Commission to require a comprehensive updated DERM contamination report before any vote, given that nearby residents could be at risk if contamination had migrated offsite.

Kevin Scott, 8441 NW 35th Avenue, again urged the City Commission to obtain a full DERM report before proceeding, comparing the situation to the Flint, Michigan water crisis as a cautionary example of failing to act with full environmental information.

Brian Dennis, 2140 York Street, stated the same concern and said all environmental documentation must be fully public before any vote.

Mayor Taylor closed the public hearing.

Director Gay confirmed that because the Comprehensive Plan Amendment under Item 16-A.1 failed, the rezoning request under 16-A.2 could not move forward independently as the land use and zoning designations must be in concert.

Vice Mayor Kelley announced his intent to request legislation directing staff and the City Attorney to assess the cost of City-funded remediation of the 1700 Service Road site so the City Commission and community would have a clear picture of what residential development would actually require before any future application returned.

City Manager Lawson withdrew the item. The item was deferred to a date not certain.

- 3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING RUTLAND STREET FROM OPA-LOCKA BOULEVARD TO VERMONT STREET AS "PROGRESSIVE FIREFIGHTERS ASSOCIATION STREET"; PROVIDING FOR CONFLICT AND REPEALER; SEVERABILITY; SCRIVENER'S ERRORS; AND AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

Item 16-A.3 was heard immediately following Item 12-5.

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

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

Mayor Taylor introduced the item and stated that the Progressive Firefighters Association had been located at 926 Rutland Street for approximately 48 years and had made significant contributions to the city and its community. He stated the renaming applied only to the segment of Rutland Street running between Opa-locka Boulevard and Vermont Street, parallel to the organization's building, and did not affect the entire street.

Mayor Taylor opened the public hearing.

Keith Bell, Division Chief, Miami-Dade Fire Department, 926 Rutland Street, addressed the Commission. He explained that the Progressive Firefighters Association Charities of Miami-Dade County was founded following a discrimination lawsuit against Miami-Dade County. Chief Bell stated the association had operated in Opa-locka for 48 years, providing programming focused on health, fire prevention, and socioeconomic issues.

Mayor Taylor closed the public hearing.

Commissioner Bass stated her support for the item. She noted, however, a broader concern about renaming streets in a way that could erode the city's historic Arabian-themed street naming conventions, and asked whether going forward it would be possible to add an honorary designation while retaining the original street name.

Commissioner Santiago noted that this renaming was limited to a single block segment and did not rename the full street.

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

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

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

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER’S REPORT:

City Manager Lawson reported that a hurricane preparedness event was scheduled for Wednesday, June 24, 2026, at 5:00 PM, immediately prior to the next regular Commission meeting, with multiple agencies present including Florida Power & Light. It was agreed the presentations would take place in the City Commission Chamber and resource tables with giveaway materials would be set up in the hallway outside.

Commissioner Santiago raised concerns about a gas station where patrons were observed drinking beer inside, a tire shop and mechanic shop operating in disorder, and an unpermitted container near a motorcycle store with individuals living on-site. He also requested hurricane preparedness outreach for residents of the MacArthur Senior Citizen Building.

City Manager Lawson stated they could discuss providing transportation to bring those residents to the hurricane preparedness meeting.

City Manager Lawson received and relayed a note from the Police Department during the meeting that an active fire was burning at 2335 Alibaba Avenue.

At the request of Mayor Taylor, City Attorney Norris-Weeks then provided an overview of Senate Bill 1134, recently signed by the Governor. She noted the City could still observe federal and state holidays, issue content-neutral event permits, and use equal opportunity materials consistent with state and federal law, and stated she had already communicated written guidance to the City Manager.

Vice Mayor Kelley asked about the budget workshop timeline.

City Manager Lawson stated the process would begin with individual one-on-one meetings with elected officials, followed by a City Commission workshop and community town halls, with the budget due to the state oversight board by August 1, 2026.

Vice Mayor Kelley urged the first City Commission workshop be scheduled before the end of June. He also requested the City Manager explore a traffic study for the intersection of 17th Avenue and Opa-locka Boulevard in connection with a proposed development in North Miami.

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 Bass announced the 4th Annual Father and Son Basketball Tournament on June 20, 2026, from 10:00 AM to 3:00 PM at Sherbondy Village Gymnasium in partnership with SWAT, and the Pages in the Park literacy and arts program running June 30 through July 30, 2026, at Sherbondy Park Pavilion.

Commissioner Bass departed the meeting following her updates.

Commissioner Santiago thanked colleagues for participating in the Triangle/17th Avenue Block Party and reported a good turnout at the Sunday Chess and Dominoes event at Sherbondy Park.

Vice Mayor Kelley reported the farm share distribution at Sherbondy Pavilion served over 300 families. He attended the code enforcement recognition luncheon, the Triangle block party, and the Parents of Murdered Children Memorial Breakfast. He hosted Meet Me Monday at Heller Miller Center and announced a Juneteenth celebration co-hosted with Commissioner Ervin the following Wednesday at 1:00 PM.

Commissioner Ervin announced Community Bingo on June 12th at Sherbondy Park Auditorium at 6:00 PM and a 4th of July Family Picnic and Fireworks at Ingram Park co-hosted with Commissioner Santiago from 11:00 AM to 9:00 PM. She noted football and cheer registration was open and that summer camp had launched. She hosted a staff appreciation breakfast that morning and congratulated two new employees.

Mayor Taylor thanked staff for their hard work and recognized Mayor for the Day honoree Tabaris, a 10th grader from Miami Lakes Educational Center. He recognized the Police Department Honor Guard at the Parents of Murdered Children Memorial Breakfast. He announced the mobile dental clinic launching June 26th in partnership with UHI Community Care Clinic, free by appointment for eligible residents, and noted the City scholarship program for graduating students closes June 12th at 12:00 PM.

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 9:32 PM upon a motion by Commissioner Santiago, seconded by Commissioner Ervin.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

DRAFT

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

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 FOR PAVEMENT RESURFACING SERVICES AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR PHASE XI OF THE MILLING AND RESURFACING PROJECT, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City initiated the Milling and Resurfacing Project to restore roadways throughout the City that are in need of rehabilitation; and

WHEREAS, to address prioritized roadway needs while managing the fiscal impact over time, the project has been divided into multiple phases; and

WHEREAS, Staff has developed the scope of work for Phase XI and has received a proposal from H&R Paving, Inc. in the amount of Three Hundred Thousand Dollars (\$300,000.00) to complete the work; and

WHEREAS, continuing the Milling and Resurfacing Project enhances the City's appearance, improves roadway conditions, and provides a safer and more comfortable driving experience for residents and visitors; and

WHEREAS, the City is responsible for maintaining approximately ninety-six (96) lane-miles of roadway; through Phase X, approximately 30.5 lane-miles have been resurfaced, and Phase XI will add an additional 2.0 lane-miles of resurfaced roadway, further advancing the City's long-term pavement management goals; 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 municipal cooperative purchasing organizations and programs when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, Staff requests that the City Commission authorize the City Manager to piggyback on the City of Miami Invitation for Bid (IFB) No. 1115382 for Pavement Resurfacing Services and approve the proposal submitted by H&R Paving, Inc. for the completion of Phase XI of the Milling and Resurfacing Project; and

WHEREAS, funding is available in Account No. 44-541800 for Milling, Resurfacing, Pavement Markings, Safe Neighborhood, with an available project balance of Three Hundred Thousand Dollars (\$300,000.00), a project cost of Three Hundred Thousand Dollars (\$300,000.00), and a remaining balance of zero Dollars (\$0.00); and

WHEREAS, the City Commission finds that it is in the best interests of the City to authorize the City Manager to piggyback the City of Miami Invitation for Bid No. 1115382, attached hereto as Exhibit “A”, and enter into an agreement with H&R Paving, Inc. for completion of Phase XI of the Milling and Resurfacing Project, attached hereto as Exhibit “B”, in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00).

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to piggyback the City of Miami Invitation for Bid No. 1115382, attached hereto as Exhibit “A”, and enter into an agreement with H&R Paving, Inc. for completion of Phase XI of the Milling and Resurfacing Project, attached hereto as Exhibit “B”, in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00).

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

Division Manager:	Adelina Gross		Division Manager Signature:			
City Manager:	Sha'mecca Lawson		CM Signature:			
Commission Meeting Date:	06.10.2026		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other
				X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No
						X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:			
	X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Imag ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>		
	X					
Sponsor Name	City Manager		Department:	Capital Improvements Projects		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI IFB 1115382 FOR PAVEMENT RESURFACING SERVICES FOR PHASE XI OF THE MILLING AND RESURFACING PROJECT.

Staff Summary:

The city initiated the Milling and Resurfacing Project to restore roadways throughout the City that are in need of rehabilitation. To address prioritized roadway needs while managing the fiscal impact over time, the project has been divided into multiple phases. Staff has developed the scope of work for Phase XI and has received a proposal from H&R Paving, Inc. in the amount of \$300,000.00 to complete the work.

Staff recommend continuing the Milling and Resurfacing Project, as it enhances the City’s appearance, improves roadway conditions, and provides a safer and more comfortable driving experience for residents and visitors.

The city is responsible for maintaining approximately 96 lane-miles of roadway. Through Phase X, approximately 30.5 lane-miles have been resurfaced. Phase XI will add an additional 2.0 lane-miles of resurfaced roadway, further advancing the City’s long-term pavement management goals.

Accordingly, Staff requests that the City Commission authorize the City Manager to piggyback on the City of Miami Invitation for Bid (IFB) No. 1115382 for Pavement Resurfacing Services and approve the proposal submitted by H&R Paving, Inc. for the completion of Phase XI of the Milling and Resurfacing Project.

Financial Impact

Account	Description	Available	Project	Remaining Balance
44-541800	Milling, Resurfacing, Pavement Markings, Safe Neighborhood	\$300,000.	\$300,000.	\$0.00

Proposed Action:

Staff recommend approval of this item to mitigate possible future safety issues and to provide an overall improvement in driving on the City’s roads.

Attachment:

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

**CITY OF OPA-LOCKA AGREEMENT FOR PHASE XI OF THE CITY
MILLING AND RESURFACING PROJECT SERVICES**

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

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 H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide milling and resurfacing services for Phase XI of the Milling and Resurfacing Project, within the City (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Invitation for Bid #1115382 ("the IFB"); and

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

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

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2028, unless terminated earlier by its terms.

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

Section 3. Scope of Work

The following provisions are included:

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

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

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

herein,made for the benefit of the City, and incorporated herein.

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

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

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

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

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

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

Section 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.

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, EMAIL: JFLORES@OPALOCKAFL.GOV OR BY MAIL: CITY OF OPA-LOCKA – CITY CLERK'S OFFICE, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

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

CITY: City of Opa-Locka

By: _____
Sha'mecca Lawson, City Manager

Date: _____

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

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

CONTRACTOR:
H&R Paving, Inc.

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

EXHIBIT “B”



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

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

Certification Statement

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

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

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

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

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

EXCEPTIONS: .
.
.

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

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

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

Certifications

Legal Name of Firm:

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

Year Established:

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

Business Tax Receipt/Occupational License Number:

Business Tax Receipt/Occupational License Issuing Agency:

Business Tax Receipt/Occupational License Expiration Date:

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



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

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

Line: 1

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

Category: **98852-00**

Unit of Measure: **Each**

Unit Price: \$_____

Number of Units: **1**

Total: \$_____



Table of Contents

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

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

Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

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

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

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

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

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

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

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

1.10. AWARD OF CONTRACT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The provision does not apply to, among other communications:

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

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

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

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

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

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

Proposer's firm.

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

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

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

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

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

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

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2) Specifications

3)Special Conditions

4)General Terms and Conditions

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

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

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

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

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

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

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

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

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

B. Elimination from Consideration

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

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

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

C. Determination of Responsibility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.48. LOCAL PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the proposer, and are not waivable by the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Right to protest.

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

(1) Protest of solicitation.

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

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

(2) Protest of award.

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

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

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

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

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

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

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

Authority to resolve protests; hearing officer(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with filing requirements.

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

Stay of procurements during protests.

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

Costs.

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

Filing fee.

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

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

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

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

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

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

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

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

Directions to City Hall:

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

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

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

B.Facsimile responses will not be considered.

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

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

E. Late responses will be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



2. Special Conditions

2.1. PURPOSE

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

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

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

2.3. SUBMISSION AND RECEIPT OF RESPONSE

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

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

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

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

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

2.4. PRE-BID CONFERENCE

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

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

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

2.5. BIDDERS MINIMUM REQUIREMENTS

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

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

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

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

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

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

2.6. METHOD OF AWARD

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

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

2.7. TERM OF CONTRACT

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

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

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

2.9. ESCALATION CLAUSE

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

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

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

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

2.10. SPECIFICATION EXCEPTION

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

2.11. NON-APPROPRIATION OF FUNDS

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

2.12. INSURANCE REQUIREMENTS

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

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

A. Employer's Liability

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

IV. Umbrella Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence \$ 2,000,000
Aggregate \$ 2,000,000

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

V. Owners and Contractors Protective Liability

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

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

BINDERS ARE UNACCEPTABLE.

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

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

State of Florida, with the following qualifications:

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

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

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

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

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

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

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

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

2.13. BID BOND

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

2.14. REFERENCES

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

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

2.15. CURES

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

2.16. TIE BIDS

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

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

2.17. PROJECT MANAGER

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

2.18. SUBCONTRACTOR(S)

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

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

2.19. CONTINGENCY

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

2.20. RESPONSE TIME

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

2.21. COMPLETED WORK

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

2.22. EMERGENCY/DISASTER PERFORMANCE

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

2.23. METHOD OF PAYMENT

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

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

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

2.24. LIQUIDATED DAMAGES

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

2.25. CONTRACTOR TO BE REPRESENTED

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

2.26. USE OF PREMISES

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

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

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

2.28. PUBLIC CONVENIENCE AND SAFETY

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

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

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

2.29. SAFETY MEASURES

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

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

2.30. ENVIRONMENTAL REGULATIONS

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

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

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

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

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

2.33. FAILURE TO PERFORM

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

2.34. TERMINATION

A. FOR DEFAULT

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

B. FOR CONVENIENCE

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

2.35. ADDITIONAL TERMS AND CONDITIONS

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

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

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

2.36.b) LOCAL PREFERENCE

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

2.36.c) DAVIS-BACON ACT

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

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

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

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

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

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

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

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

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

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

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

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

2.36.h) CLEAN AIR ACT

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

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

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

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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

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

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

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

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

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

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

2.36.n) DHS SEAL, LOGO, AND FLAGS

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

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

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

2.36.p) ACCESS TO RECORDS

1. The Contractor agrees to provide the City of Miami, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

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

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters too.
- (3) This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

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

2.37.b) LIVING WAGE ORDINANCE

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

2.37.c) PERFORMANCE BOND

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

2.37.d) LOCAL PREFERENCE

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



3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

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

INTRODUCTION

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

SERVICES COVERED

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

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

ASSIGNMENT OF WORK

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

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

REGULATIONS

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

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

PERMITS

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

OVERTIME WORK HOURS

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

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

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

ATTACHMENT A

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

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

Workers Compensation and Employers Liability

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

Commercial General Liability

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

Commercial Automobile Liability

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

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

Professional/Errors and Omissions Liability

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

Umbrella Liability

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

Environmental Liability

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

Directors and Officers Liability

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

Cyber Liability

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

Commercial Property

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

Commercial Crime

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

Builders Risk

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

Surety Bonds

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

Valuable Papers

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

Additional Requirements

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

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

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

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

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

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

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

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

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

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

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

I

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

FIRM NAME: _____

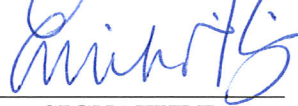
Reference Section 2.14	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name: _____
	Address: _____
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

POLICY NUMBER:**APM- 2-19**

DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.City Manager/Designee**SIGNATURE****CITY OF MIAMI****ADMINISTRATIVE
POLICY****REVISED
SECTION**
Created**REVISIONS****DATE OF
REVISION**
3/26/19

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

PURPOSE:

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

BACKGROUND:

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

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

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

GUIDELINES:

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

Title: PAVEMENT RESURFACING

IFB No.: 1115382

List of Subcontractors

Completion of Form

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

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

Note:

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

Name of Proposer: _____

Date: _____

Name of Individual Completing Form: _____

Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 35.36	12.77

SUFL2013-039 08/19/2013

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

HIGHWAY/PARKING LOT STRIPING:

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

OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.67	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.15	0.00
OPERATOR: Tractor.....	\$ 12.19	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17	1.60

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

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

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

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

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

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END OF GENERAL DECISION

"

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor/Contractor's Authorized Official

Name and Title of Contractor/Contractor's Authorized Official

Date: _____



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

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

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

Solicitation Title: _____

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

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

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

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

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

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

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

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

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

Print Name (Bidder/Proposer Authorized Representative)

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

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

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

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

SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

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

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

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

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

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

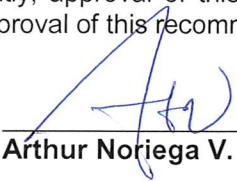
Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

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

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

Approved: 
Arthur Noriega V. City Manager

Date: 10/29/20

AP:tg

c:

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

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

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

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

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

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

Director's Approval: _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: November 23, 2020

FROM: Annie Perez, CPPO, Director
Department of Procurement



SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: IFB No. 1115382

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

RECOMMENDATION:

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

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

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

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

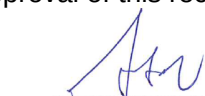
Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

BACKGROUND:

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

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

Approved: _____



Arthur Noriega V. City Manager

Date: _____

12/21/20

AP:tg

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



AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

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

Purpose of Item:

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

Background of Item:

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

Budget Impact Analysis

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

Total Fiscal Impact:

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

Reviewed By

Department of Resilience and Public Works

Review	Completed	01/07/2021 11:34 AM
Office of Management and Budget	Calvin Fifer	
Office of Management and Budget	Leon P Michel	
City Manager's Office	Nzeribe Ihekweba	
City Manager's Office	Arthur Noriega V	
Legislative Division	Valentin J Alvarez	
Office of the City Attorney	Pablo Velez	
Office of the City Attorney	Barnaby L. Min	
Office of the City Attorney	Victoria Méndez	
City Commission	Nicole Ewan	

Juvenal Santana

Budget Analyst Review
Budget Review
Assistant City Manager Review
City Manager Review
Legislative Division Review
ACA Review
Deputy City Attorney Review
Approved Form and Correctness Meeting

Department Head

Completed	01/13/2021 6:15 PM
Completed	01/15/2021 8:47 PM
Completed	01/18/2021 11:11 AM
Completed	01/18/2021 1:00 PM
Completed	01/20/2021 3:42 PM
Completed	02/24/2021 1:56 PM
Completed	02/24/2021 2:14 PM
Completed	02/24/2021 5:11 PM
Completed	03/11/2021 9:00 AM



City of Miami

Legislation

Resolution

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

Enactment Number: R-21-0096

File Number: 8453

Final Action Date: 3/11/2021

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

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

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

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

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

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

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

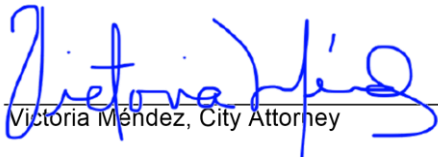
three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

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

Section 4. The City Manager is authorized¹ to negotiate and execute any and all other documents, including any amendments, renewals, and extensions, subject to all allocations, appropriations, prior budgetary approvals, compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended ("City Code"), including the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in forms acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

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

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Méndez, City Attorney 2/24/2021

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

City of Miami

CONTRACT AWARD

Procurement Department

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

SECTION #1 – VENDOR AWARD

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

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

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

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

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

SECTION #3 - REQUESTING DEPARTMENT

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

SECTION #4 - PROCURING AGENCY

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

Prepared By: Aimee Gandarilla, 3/22/2021

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

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

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

SECTION #1 – VENDOR AWARD

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

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

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

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

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	SOLID MARKING TAPE: Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	\$ 26.25
84	NEW SHIELD SIGNS: furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	\$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

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

SECTION #4 - PROCURING AGENCY

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

Prepared By: Aimee Gandarilla, 11/1/2021

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

AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE:

*\$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING:

Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE:

N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

**13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT?
DESCRIBE PRICE DIFFERENTIAL.**

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

\$3,765,440.94

**15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE
THE RESULTS OF THE SURVEY?**

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*\$200,181.50 annually for Group 1 - Non-Federally Funded Projects and \$200,186.48 annually for Group 2 - Federally Funded Projects (approximately \$1,401,270.50 for Group 1 and \$1,401,305.36 for Group 2 for all seven (7) years.



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020

Requesting Department: RPW

Commission Meeting Date: 3/11/2021

District Impacted: ALL

Type: ☒ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other _____

Subject: Invitation for Bid ("IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

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

Background Information:

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

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes ☐ No ☒ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement: _____

☐ Yes ☒ No Is this item related to revenue?

☒ Yes ☐ No Is this item an expenditure? If so, please identify funding source below.

General Account No.: 40-B73102E

Special Revenue Account No.:

OCI Project No.:

☐ Yes ☒ No Is this Item funded by bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

- ☐ Grants
- ☐ Procurement
- ☐ Risk

Final Approvals

(SIGN AND DATE)

Dept. Director _____

**all other approvals will be done through Accela*

..Title

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

..Body

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

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement ("Procurement") on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

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

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

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW's' Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

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

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

City of Miami

CONTRACT AWARD

Procurement Department

FIRST RENEWAL

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

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

JVA Engineering Contractor, Inc.
6600 NW 32nd Avenue
Miami, FL 33147
Contact: Jose Alvarez, President
Ph: (305) 696-7902
Fax: (305) 696-7903
Email: jma@jvaengineering.com

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

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

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

Notes: **FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026**

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Victoria Rojas
Phone: (305) 416-1200

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912

Prepared By: Aimee Gandarilla, 1/3/2024

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www.miamigov.com/procurement

City of Miami

CONTRACT AWARD

Procurement Department

SECOND & FINAL RENEWAL

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026
SECOND & FINAL RENEWAL: MARCH 22, 2026 THROUGH MARCH 21, 2028
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

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

JVA Engineering Contractor, Inc.
6600 NW 32nd Avenue
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Ph: (305) 696-7902
Fax: (305) 696-7903
Email: jma@jvaengineering.com

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

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

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

Notes: SECOND & FINAL RENEWAL: MARCH 22, 2026 THROUGH MARCH 21, 2028

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Victoria Rojas
Phone: (305) 416-1200

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912

Prepared By: Aimee Gandarilla, 11/3/2025

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www.miamigov.com/procurement

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



PROPOSAL

QUOTE NO.	
DATE:	6/04/26

LICENSED AND INSURED

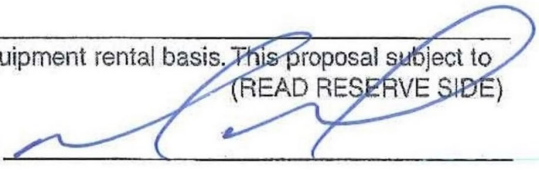
TO	CITY OF OPA-LOCKA CIP Dept. 780 Fisherman St. Opa-locka, FL 33054	JOB	Milling & Resurfacing Phase 11
CONTACT		PHONE	City of Miami Contract #: 1115382

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

Item #	Description	Quantity	Unit	Unit Price	Contract Amount
1	Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00
11	Barricades Cones / Drums	800	ED	\$ 0.50	\$ 400.00
14	Work Zone Signage	25	ED	\$ 100.00	\$ 2,500.00
27	Limerock	265	CY	\$ 30.00	\$ 7,939.00
28	Mill and Dispose Existing Asphalt	20,280	SY	\$ 5.00	\$ 101,400.00
30	1" Superpave Asphalt, Type SP 9.5	24,575	SY	\$ 7.00	\$ 172,025.00
39	Utility Adjustment, Manhole	11	EA	\$ 500.00	\$ 5,500.00
40	Utility Adjustment, Valve Box	1	EA	\$ 300.00	\$ 300.00
61	Reflective Pavement Markers	80	EA	\$ 4.20	\$ 336.00
68	Solid Single 6" Thermoplastic Striping (W_Y)	1,000	LF	\$ 2.40	\$ 2,400.00
69	Solid Double 6" Yellow Thermoplastic Striping	200	LF	\$ 4.80	\$ 960.00
72	Solid Single 12" Thermoplastic Striping (W_Y)	350	LF	\$ 3.60	\$ 1,260.00
74	Solid Single 24" Thermoplastic Striping (W)	80	LF	\$ 6.00	\$ 480.00
82	Special Provision 2 - Off Duty Police Officer	0.04		\$ 100,000.00	\$ 3,500.00
				Total	\$ 300,000.00

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

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

Authorized Signature: 

ACCEPTANCE OF PROPOSAL

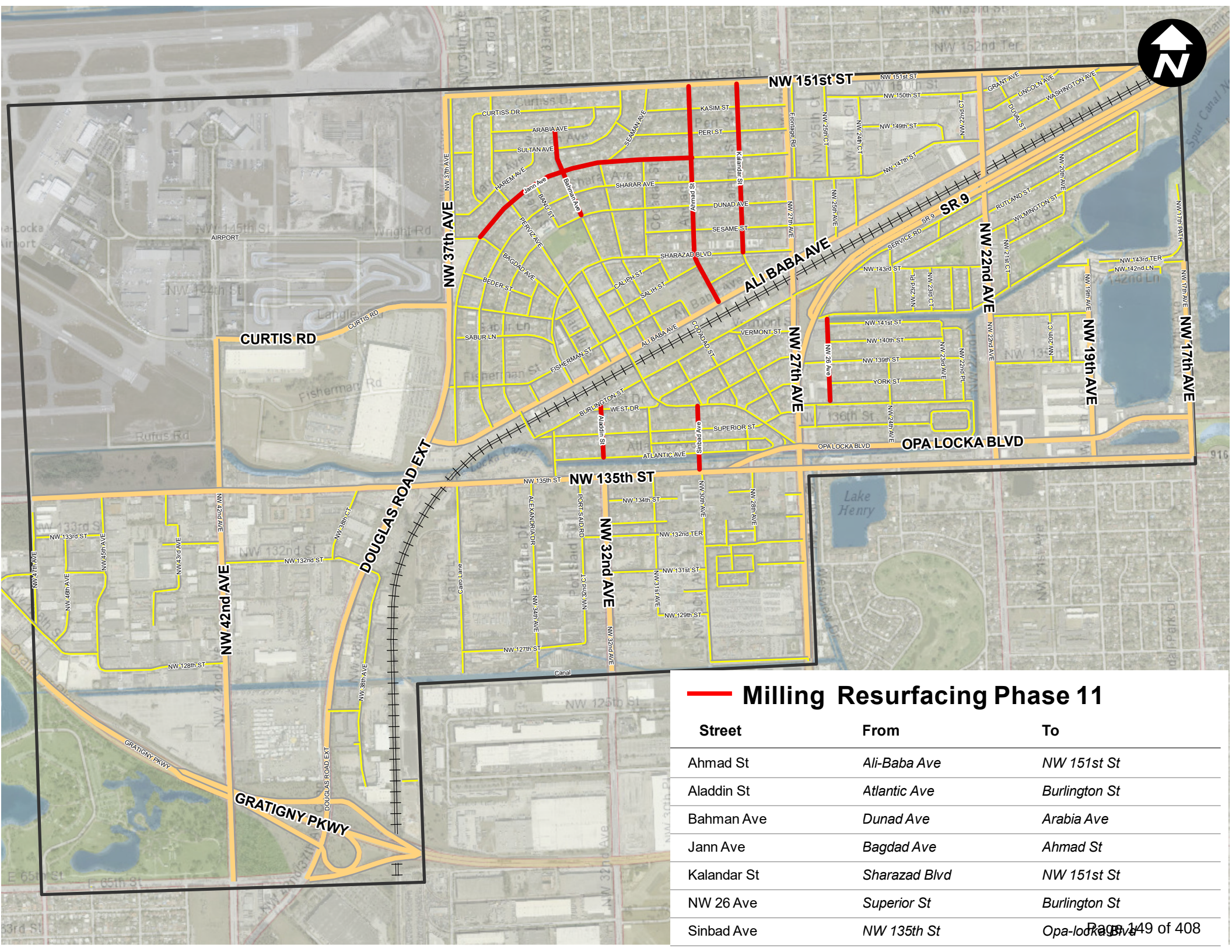
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal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

ACCEPTED: _____

Signature: _____

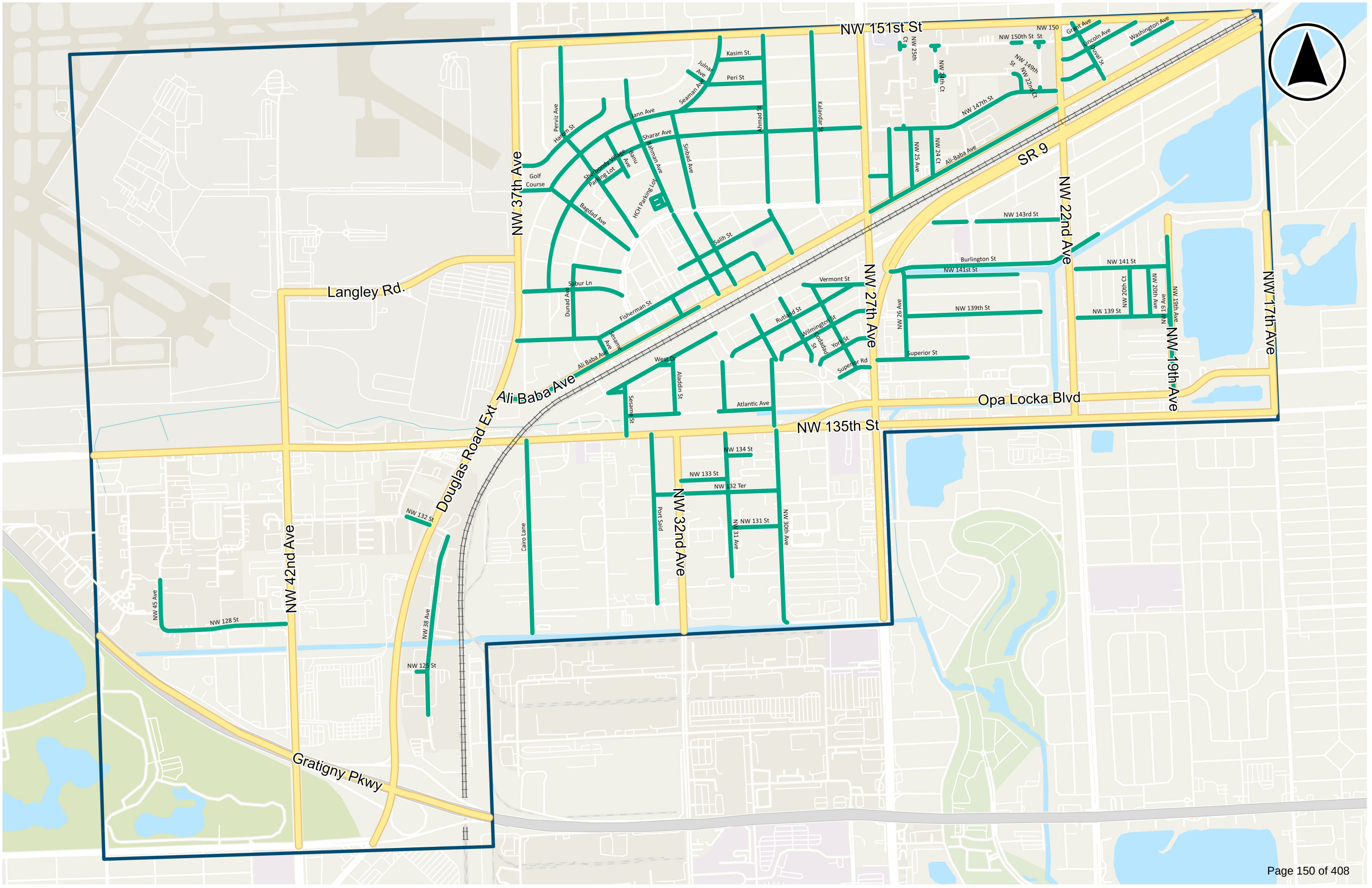
Date: _____

Signature: _____



Milling Resurfacing Phase 11

Street	From	To
Ahmad St	Ali-Baba Ave	NW 151st St
Aladdin St	Atlantic Ave	Burlington St
Bahman Ave	Dunad Ave	Arabia Ave
Jann Ave	Bagdad Ave	Ahmad St
Kalandar St	Sharazad Blvd	NW 151st St
NW 26 Ave	Superior St	Burlington St
Sinbad Ave	NW 135th St	Opa-locka Blvd



Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI INVITATION FOR BID IFB #1115382 FOR PAVEMENT RESURFACING SERVICES AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR PHASE VII OF THE SIDEWALK INSTALLATION PROJECT, IN AN AMOUNT NOT TO EXCEED NINETY-THREE THOUSAND DOLLARS (\$93,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City initiated the Sidewalk Installation Project to construct new sidewalks in areas currently lacking pedestrian infrastructure; and

WHEREAS, to manage fiscal impacts and prioritize community needs, the project has been divided into multiple phases; and

WHEREAS, Staff has developed the scope of work for Phase VII and has received a proposal from H&R Paving, Inc. in the amount of Ninety-Three Thousand Dollars (\$93,000.00) to complete the work; and

WHEREAS, continuing the Sidewalk Installation Project will enhance the City's appearance, improve walkability, and increase pedestrian safety throughout the community; 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 municipal cooperative purchasing organizations and programs when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Manager requests that the City Commission authorize the City Manager to piggyback on the City of Miami Invitation for Bid (IFB) No. 1115382 for Pavement Resurfacing Services and approve the proposal submitted by H&R Paving, Inc. for the completion of Phase VII of the Sidewalk Installation Project; and

WHEREAS, pursuant to City of Miami's Invitation for Bid #1115382, the Agreement with H&R Paving will expire on March 21, 2028, including extension (Attached Exhibit "A"); and

WHEREAS, funding is available in Account No. 44-541835, New Sidewalk Installation, with an available project balance of Ninety-Three Thousand Ninety-Seven Dollars and Ninety-Eight Cents (\$93,097.98), a project cost of Ninety-Three Thousand Dollars (\$93,000.00), and a remaining balance of Ninety-Seven Dollars and Ninety-Eight

Cents (\$97.98); and

WHEREAS, the City Commission finds that it is in the best interests of the City to authorize the City Manager to piggyback the City of Miami Invitation for Bid No. 1115382 for Pavement Resurfacing Services, attached hereto as Exhibit "A", and enter into an agreement with H&R Paving, Inc., attached hereto as Exhibit "B", for completion of Phase VII of the Sidewalk Installation Project, in an amount not to exceed Ninety-Three Thousand Dollars (\$93,000.00).

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to piggyback the City of Miami Invitation for Bid No. 1115382 for Pavement Resurfacing Services, attached hereto as Exhibit "A", and enter into an agreement with H&R Paving, Inc., attached hereto as Exhibit "B", for completion of Phase VII of the Sidewalk Installation Project, in an amount not to exceed Ninety-Three Thousand Dollars (\$93,000.00).

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

Division Manager:	Adelina Gross		Division Manager: Signature:		
City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	06.24.2026	Item Type:	Resolution	Ordinance	Other
		<i>(Enter X in box)</i>	X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
					X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:	<i>RFP #</i> <i>Piggyback Contract</i>	
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Manager		Department:	Capital Improvements Projects	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH H& R PAVING FOR PHASE VII OF THE SIDEWALK INSTALLATION.

Staff Summary:

The City initiated the Sidewalk Installation Project to construct new sidewalks in areas currently lacking pedestrian infrastructure. To manage fiscal impacts and prioritize community needs, the project has been divided into multiple phases. Staff has developed the scope of work for Phase VII and has received a proposal from H&R Paving, Inc. in the amount of \$93,000.00 to complete the work.

Staff recommend continuing the Sidewalk Installation Project, as it will enhance the City's appearance, improve walkability, and increase pedestrian safety throughout the community.

Accordingly, Staff requests that the City Commission authorize the City Manager to piggyback on the City of Miami Invitation for Bid (IFB) No. 1115382 for Pavement Resurfacing Services and approve the proposal submitted by H&R Paving, Inc. for the completion of Phase VII of the Sidewalk Installation Project.

Financial Impact-

Account	Description	Available	Project	Remaining Balance
44-541835	New Sidewalk Installation	\$93,097.98	\$93,000	\$97.98

Proposed Action:

Staff recommend the City Commission's approval to enhance City walkability and to address pedestrian safety issues.

Attachment:

Proposal provided by H&R Paving, Inc.

Street Map

City of Miami NTP Letter and BID form Package in response to the IFB 1115382

Opa-locka Piggyback Contract

**CITY OF OPA-LOCKA AGREEMENT FOR SIDEWALK INSTALLATION
(PHASE VII) SERVICES**

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

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 H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide pavement resurfacing services to the City (Sidewalk Installation – Phase VII) (the "Project"); and

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

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

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

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2028, unless terminated earlier by its terms.

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

Section 3. Scope of Work

The following provisions are included:

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

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

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

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

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

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

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

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

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

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the

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

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

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

CITY: City of Opa-Locka

By: _____
Sha'mecca Lawson, City Manager

By: _____
Joanna Flores, City Clerk

Date: _____

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

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

CONTRACTOR:
H&R Paving, Inc.

By: _____

Witness: _____

PRINT NAME

TITLE

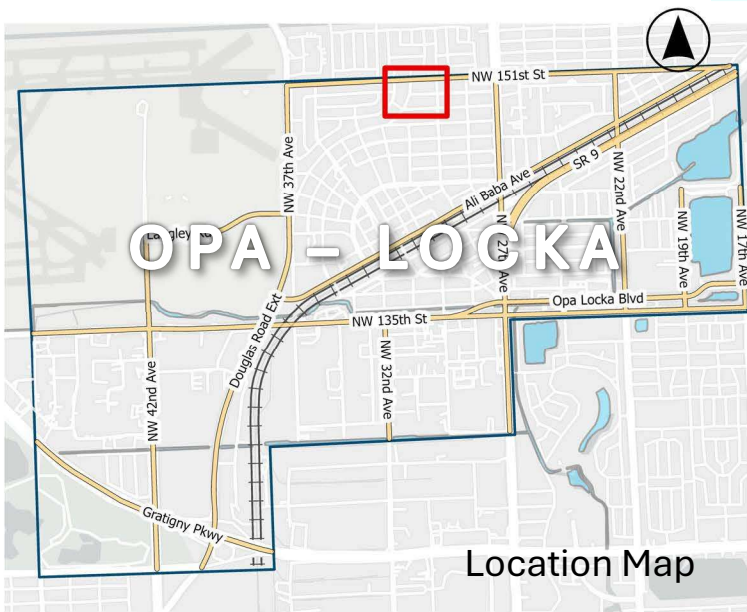
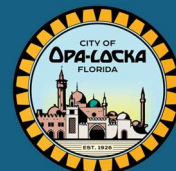
Date: _____

Date: _____

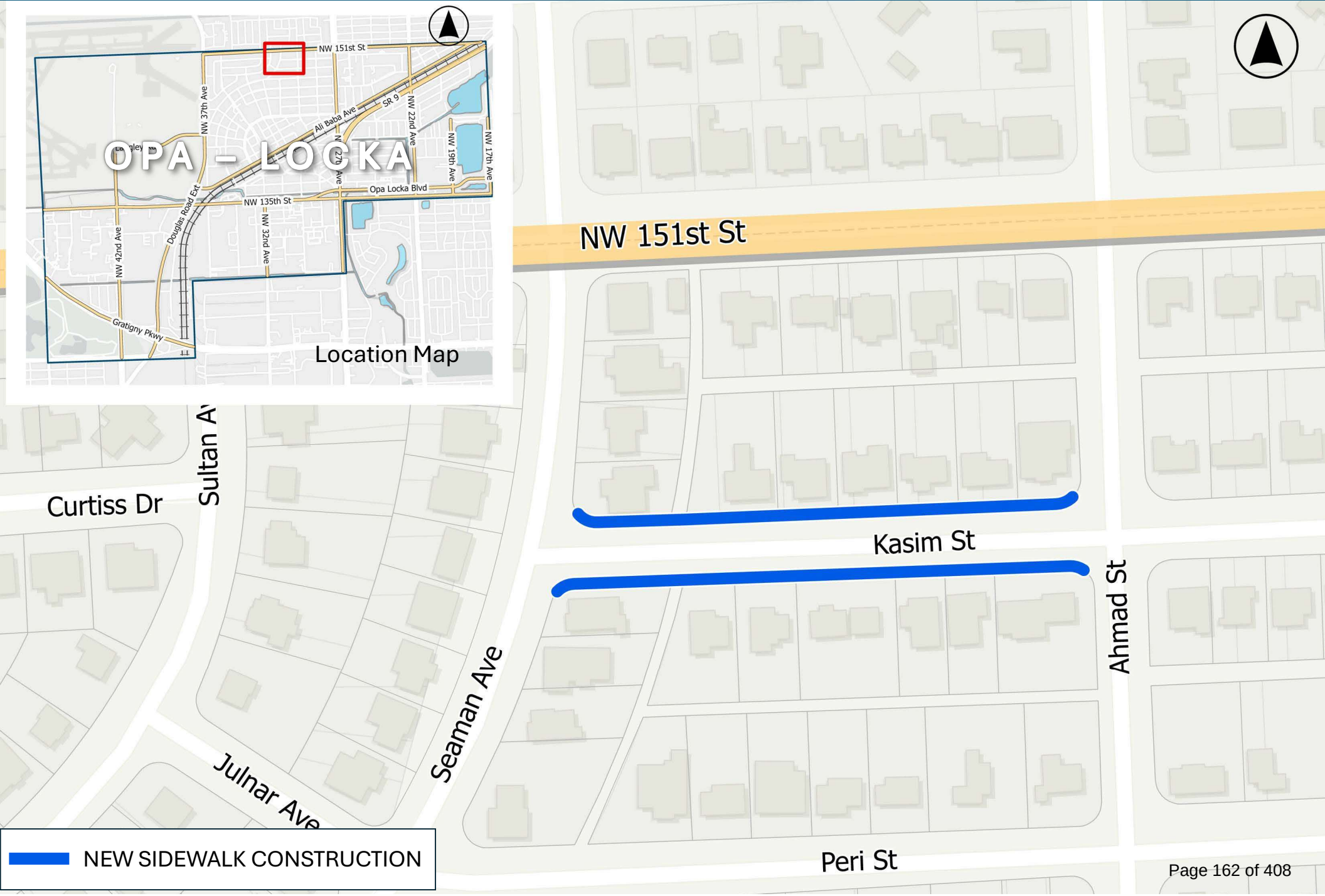
EXHIBIT “A”



KASIM ST. Sidewalk Construction (from Seaman Ave. to Ahmad St.)



Location Map



NW 151st St

Kasim St

Ahmad St

Seaman Ave

Julnar Ave

Curtiss Dr

Sultan Ave

Peri St

NEW SIDEWALK CONSTRUCTION



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

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

Certification Statement

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

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

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

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

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

EXCEPTIONS: .
.
.

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

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

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

Certifications

Legal Name of Firm:

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

Year Established:

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

Business Tax Receipt/Occupational License Number:

Business Tax Receipt/Occupational License Issuing Agency:

Business Tax Receipt/Occupational License Expiration Date:

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



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

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

Line: 1

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

Category: **98852-00**

Unit of Measure: **Each**

Unit Price: \$_____

Number of Units: **1**

Total: \$_____



Table of Contents

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

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

Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

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

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

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

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

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

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

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

1.10. AWARD OF CONTRACT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The provision does not apply to, among other communications:

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

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

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

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

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

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

Proposer's firm.

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

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

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

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

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

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

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2) Specifications

3)Special Conditions

4)General Terms and Conditions

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

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

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

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

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

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

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

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

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

B. Elimination from Consideration

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

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

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

C. Determination of Responsibility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.48. LOCAL PREFERENCE

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

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

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

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

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

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

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

appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes.

Items delivered not conforming to specifications may be rejected and returned at Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.54. NONDISCRIMINATION -Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful Proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.56. NOTICE REGARDING "CURES" - Proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by

the proposer, and are not waivable by the city.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFP/Q SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFP/Q. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process

1.57. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

1.58. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.59. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Proposer for any other purposes whatsoever without the written consent of the City.

1.60. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.61. PERFORMANCE/PAYMENT BOND- A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.62. PREPARATION OF RESPONSES (HARDCOPY FORMAT) - Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Proposer's risk.

A.Each Proposer shall furnish the information required in the Formal Solicitation. The Proposer shall sign the Response and print in ink or type the name of the Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, where required.

B.If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C.The Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D.The Proposer should retain a copy of all response documents for future reference.

E.All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F.Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Proposer's response may be included as part of the contract, at the City's discretion.

G.The City of Miami's Response Forms shall be used at all times. Use of any other forms will result in the rejection of the response. **RESPONSES WILL BE SUBMITTED AS FOLLOWS: ONE ORIGINAL HARDCOPY AND SEVEN (7) COPIES IN ELECTRONIC FORMAT (FLASH DRIVE). NO ON-LINE SUBMITTALS WILL BE ACCEPTED. ANY REQUIRED ATTACHMENTS PROVIDED BY THE CITY MUST BE RETURNED TO THE CITY OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.**

1.63.PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.64. PRODUCT SUBSTITUTES - In the event a particular good (that has been awarded and approved) becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.66. PROMPT PAYMENT -Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful Proposers during the term of the contract.

1.67. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the

Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS - Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Proposer shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.

E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.73. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Proposer and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

(1) Protest of solicitation.

a. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

(2) Protest of award.

a. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by

facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

c. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

(1) Hearing officer. The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.

(2) Right of protest. Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.

(3) Hearing date. Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

(4) Hearing procedure. The procedure for any such hearing conducted under this article shall be as follows:

a. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.

b. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of

multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.

d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.

f. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16).

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Proposer shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY - When specified, the Proposer shall define all warranty, service and replacements that will be provided. Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services are to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the Proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of proposal.

1.80. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the RFP, RFQ, or RFLI. **NO EXCEPTIONS.** Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A.Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO.

BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B.Facsimile responses will not be considered.

C.Failure to follow these procedures is cause for rejection of proposal.

D.The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened and will not be considered for award.

E. Late responses will be rejected.

F.All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G.Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H.If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.81. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Proposer.

1.82. TERMINATION -The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A.The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B.The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C.Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person.

By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, Proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.



2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for pavement resurfacing and roadway repair services, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the Solicitation

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the BidSync Electronic Bidding System (BidSync), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than September 24, 2020 at 2:00 PM. All responses to questions will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.3. SUBMISSION AND RECEIPT OF RESPONSE

Electronic Bid submittals to this IFB shall be submitted through the BidSync Electronic Bidding System ("BidSync") until the date and time as indicated in the Solicitation. The responsibility for submitting a Bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any Bids received and time stamped through BidSync, prior to the Bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, BidSync will not allow for the electronic Bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). Accordingly, Bidder(s):

1. Must register, free of charge, with BidSync Electronic Bidding System ("BidSync") to establish an account in order to have access to view and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all Bids electronically. Hard copy Bid submittals will not be accepted. **NO EXCEPTIONS.**
3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via BidSync. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's Bid submittal.
4. Shall ensure that the Certification Statement is fully completed and provided with your Bid. Failure to comply with these requirements may cause the Bid to be rejected.
5. Must ensure that an authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. **FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.**

6. May be considered non-responsive if Bids do not conform to the terms and conditions of this solicitation.

This clause supersedes General Terms and Conditions Section 1.62, Preparation of Bids (Hardcopy) and 1.80, Submission and Receipt of Bids, in their entirety.

2.4. PRE-BID CONFERENCE

A Virtual Voluntary pre-bid conference will be held on September 18, 2020 at 10:00 AM, via [this link](#) or via phone (786) 530-7005; Conference ID: 685822220#. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through BidSync, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint himself/herself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.5. BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder shall, as of Bid Due Date:

1. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
2. Have no record of pending lawsuit or criminal activities, and have never been declared bankrupt within the last three (3) years.
3. Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated.
4. Have a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificate of Competency or the State Contractor's

Certificate of Registration as issued by Broward or Miami-Dade County Code, which authorizes the Successful Bidder to perform the proposed work. License/Certifications shall be provided with the bid response.

5. Have a satisfactory record of performance for at least three (3) years.
6. Be registered as an entity with the Florida State Department, Division of Corporations, for a minimum of the last three (3) consecutive years, authorizing said entity to do business within the State of Florida.

***NOTE: Holder of all licenses must be an employee of the Successful Bidder. Licenses and certifications shall be provided in the bid response.**

If any or all work required in conjunction with this bid is performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's proposal.

2.6. METHOD OF AWARD

This Solicitation is divided into two (2) Groups: Group 1 - Federally Funded Projects; and Group 2 - Non-Federally Funded Projects. Bidders can bid on one Group or both Groups, using the applicable Bid Price Sheet(s).

Award of this contract will be made to the lowest responsible and responsive bidder(s), who bid on all items in the aggregate, meeting Specifications. The City shall select up to three (3) vendor(s), with the lowest deemed the “primary vendor” and the next lowest the “secondary vendor”, and so on, in the order of lowest prices provided to the City. Should the “primary vendor” not be able to provide the item at the time needed, the City has the option to select the next lowest “secondary vendor” to fulfill the order and so forth.

2.7. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

2.9. ESCALATION CLAUSE

The City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following condition.

The Successful Bidder(s) will be allowed to increase/decrease their contractual prices annually to cover future drastic fuel price changes. The market changes will be determined utilizing the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., Gasoline (Unleaded Regular), and Index Base Period between 2017 through 2020. The escalation using the CPI will be determined by the percent change in the level of the CPI between the reference period and a subsequent time period. This will be calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period (2018)	136.0
Less CPI for previous period (2017)	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10. SPECIFICATION EXCEPTION

Specifications are based on the most current information available. Bidder shall notify the City of Miami Procurement Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with their submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.11. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s)/Proposer(s) of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.12. INSURANCE REQUIREMENTS

The Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

A. Employer's Liability

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence	\$ 2,000,000
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Aggregate	\$ 2,000,000
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City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

V. Owners and Contractors Protective Liability

Each Occurrence	\$1,000,000
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Policy Aggregate	\$1,000,000
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City of Miami listed as the named insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the

State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
- The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder. **See Attachment A - Insurance Addendum.**

2.13. BID BOND

All bids must be accompanied by a Bid Bond in the amount of 5% of the total bid submitted, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond, from all unsuccessful bidders, if in the form of a Cashier's Check, will be returned after bid award. Prospective Bidders may either (1) utilize the BidSnyk "Surety 2000" platform to submit bid bonds or (2) mail in their original bid bond to the City. If option #2 is utilized, Bidder shall submit a copy of the bid bond with their electronic bid submission.

2.14. REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing Attachment B - Reference Submittal Form. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within

the last three (3) years and for services as described in this solicitation.

2.15. CURES

Please refer to Attachment C - APM Regarding Cures and **Section 1.56, Notice Regarding "Cures"** of the General Terms and Conditions of this Solicitation.

2.16. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.17. PROJECT MANAGER

Upon award, Successful Bidder shall report and work directly with the City Engineer assigned, or designee, who shall be designated as the Project Manager(s) for the City.

2.18. SUBCONTRACTOR(S)

Bidder must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on Attachment D - Subcontractors, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it request in writing the hiring of subcontractor(s) with the

aforementioned requirements attached to its request within seventy two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.19. CONTINGENCY

Items so entitled on the Bid document shall be the cash allowance sum per contract year, and in the amount indicated. These shall be included in the Bid to provide funds for payment for items of work not foreseen at the time of bidding. Payment from these Bid Items will be made only as directed by the Project Manager, or designee. The Successful Bidder is not obligated to contingency funds and should not expect to receive them unless used for work not foreseen at the time of bidding.

2.20. RESPONSE TIME

A twenty-four (24) hour response time is required. Failure to respond to any assigned project within the specified time will result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor.

2.21. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.22. EMERGENCY/DISASTER PERFORMANCE

In the event of a hurricane or other emergency or disaster situation, the Successful Bidder(s) shall provide the City with services defined within the scope of work of this solicitation at the price contained within the Successful Bidder(s)' bid response. Further, the Successful Bidder(s) shall perform for the City on a priority basis during such times of emergency.

2.23. METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidders total monthly billing.

Each invoice shall include total cost as well as, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.24. LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompleteness of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.25. CONTRACTOR TO BE REPRESENTED

The Successful Bidder, at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers, etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder in all cases, and to carry out any instructions relative to the work may be given by the City.

2.26. USE OF PREMISES

The Successful Bidder shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder shall take all measures necessary to protect their own materials.

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder, at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done.)

2.28. PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder shall meet the following noise abatement performance standards for all construction equipment. The operation or permitting the operation of any tool or equipment is prohibited:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.29. SAFETY MEASURES

Successful Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder shall use only equipment that is fully operational and in safe operating order. Successful Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.30. ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrant such determination in the opinion of the City.

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

Although this Solicitation identifies specific services/items to be serviced, it is hereby agreed and understood that any service/item/supplier may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, the Successful Bidder(s) under this contract shall be invited to submit price quotes for these new services/items. If these quotes are comparable with market prices offered for similar services/items, they shall be added to the contract whichever is in the best interest of the City and an amendment and a separate purchase order shall be issued by the City. If these quotes are not comparable with market prices offered, they shall be quoted by additional suppliers and an amendment and separate purchase order shall be issued by the City.

2.32. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts of debris to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.33. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder or supervisor and/or should remedial action not be taken within forty-eight (48) hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder in default of the contract or make appropriate reductions in the contract payment.

2.34. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.35. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

This section applies to all projects funded with federal dollars. Section 2.1 also applies to this Group. Bidders must use the applicable Federal Funded Bid Price Sheet (Attachment H) for this bid when pricing for Group 1.

2.36.b) LOCAL PREFERENCE

Local Preference does not apply to responses on the Federally Funded Bid Price Sheet for this IFB.

2.36.c) DAVIS-BACON ACT

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Each Bidder shall use the Federal Wages reflected in Wage General Decision Number - FL20200178, in developing its bid for this project. The selected bidder/contractor shall be required to provide certified payroll records documenting the work performed on this project. **See Attachment E - Davis Bacon - General Decision Number for Wage Rates.**

Wage General Decision Number- FL20200178 can be found in the Attachment Section under Attachment E.

2.36.d) COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT

1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.36.e) COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages: The City of Miami shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as

provided in the clause set forth in paragraph (2) of this section.

4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

2.36.f) PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK)

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the Contractor's actual cost, and will be passed on to the City without markup or any additional fees. The Contractor shall submit purchase receipt of parts along with the labor invoice for payment.

The Contractor shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.36.h) CLEAN AIR ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

2.36.k) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

2.36.l) BYRD ANTI-LOBBYING AMENDMENT, 31.U.S.C. § 1352 (AS AMENDED)

Bidders who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to Attachment F - Certification Regarding Lobbying. **It is MANDATORY for the Bidder to return this form signed along with their bid response.**

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

2.36.n) DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.36.o) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.36.p) ACCESS TO RECORDS

1. The Contractor agrees to provide the City of Miami, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2.36.q) SUSPENSION AND DEBARMENT (IN ADDITION TO GENERAL TERM AND CONDITIONS, SECTION 1.25)

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters too.
- (3) This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

This section applies to all projects that are non-federally funded. Section 2.1 also applies to this Group. Bidders must use the applicable Bid Price Sheet (Attachment H) for this bid when pricing for Group 2.

2.37.b) LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.37.c) PERFORMANCE BOND

Within ten (10) working days following notice of award by the City, the Successful Bidder shall furnish to the City of Miami, a Performance Bond in the total amount of the Cost to the City for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.37.d) LOCAL PREFERENCE

Attachment G - Local Office Preference applies to Group 2, Non-Federally Funded Projects.



3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB WHEN SUBMITTING VIA HARDCOPY RESPONSE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ONE OR BOTH TABS ON ATTACHMENT H - BID PRICE SHEET.

INTRODUCTION

The City of Miami, herein referred to as the City, is soliciting response from experienced firms to provide pavement resurfacing and roadway repair services throughout the City. The Bidder must bid on all items to be considered for award of this solicitation.

SERVICES COVERED

The Successful Bidder shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies, equipment, materials, water, diesel fuel and services necessary to perform the complete pavement resurfacing and roadway repair services anticipated as work to be performed under this contract. Complete pavement/repair service includes, but is not limited to the following:

1. Milling and resurfacing (includes controlled/variable milling to re-establish roadway longitudinal and cross slopes);
2. Installation of asphalt overlay, chip seal, fog seal, and/or micro-surfacing;
3. Removal and/or replacement of existing asphalt, lime rock, and subgrade;
4. Re-grading/reworking and compaction of lime rock road base and stabilized subgrade;
5. Widening existing streets;
6. Resurfacing of asphaltic pathways (pedestrian, bicycle, etc.);
7. Temporary utility repairs (hot mix asphalt patches);
8. Clearing, grubbing, root removal and excavation of shoulder areas;
9. Asphalt build-up removal;
10. Non-destructive pavement marking removal;
11. Thermoplastic and paint pavement markings (including all standard symbols and FDOT-approved, preformed, thermoplastic green & white bicycle lane markings);
12. Reflective pavement markers (RPMs);
13. Reflective roadway/highway delineators;
14. Repairs, removal, replacement, and extensions of concrete roadway panels, sidewalks, curb and gutter, and pedestrian ADA ramps; and
15. Adjustments to or minor repairs of utility structure manhole tops, inlet frames/grates, valve boxes, etc. within the public right-of-way.

ASSIGNMENT OF WORK

Work will be assigned to the Successful Bidder through the issuance of a work order or "task order" as written and

approved by the Department of Resilience and Public Works (RPW) and agreed upon by the Successful Bidder. Each task order will clearly define the limits and scope of work along with a required timeline for starting and completing work under that task order. Work shall be completed within the agreed-upon timeframe under each task order to avoid incurring liquidated damages or being defaulted. Task orders may or may not be accompanied by a set of engineered construction drawings; as such, the Successful Bidder may be required to work with RPW staff to fully define a task order's scope and may have to adjust their work in the field during construction, as directed by RPW staff.

REGULATIONS

The Successful Bidder shall be familiar with and follow all City of Miami RPW Design and Construction Standards, City Codes and RPW Bulletins, as well as Miami-Dade County Department of Transportation and Public Works and the State of Florida Department of Transportation standards for roadway design, construction, and permitting.

All contractors are required to follow City, County, and State requirements for pollution prevention – including submission of SWPP Plans and installation and maintenance of stormwater system protective BMPs for each project/task order. 10% retainage will be withheld on partial payments for each task order, until all work is inspected and accepted as complete by RPW Project Manager.

PERMITS

The Successful Bidder shall submit for and obtain all required local, state, and federal permits, as applicable, (e.g. Excavation, Special Events/Police, Right-of-Way Closures, NPDES, etc.) prior to mobilizing and beginning construction activities on any assigned work orders/task orders.

OVERTIME WORK HOURS

For the purpose of this contract, overtime work hours are defined as:

1. Monday thru Saturday – 6pm to 8am.
2. Sunday – at any time during the day or night.
3. City observed holidays at anytime during the day or night.

Successful Bidder(s) shall only work overtime hours, per the permitting requirements or as directed by the City. Typically, the services being conducted during these hours are milling, paving, striping, and minor concrete curb/sidewalk work.

ATTACHMENT A

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory and subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reports, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond If the obligation is improperly performed.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City

to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

I

Attachment B: Reference Submittal Form IFB 1115382 – Pavement Resurfacing Services

FIRM NAME: _____

Reference Section 2.14	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____
	Past Performance Reference Check #2
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Contact E-mail (if applicable): _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____
	Past Performance Reference Check #3
	Company/Organization Name: _____
	Address: _____
	Contact Person: _____
	Contact Phone Number and Email: _____
	Contact E-mail (if applicable): _____
	Date of Contract or Sale: _____
	Prime or Subcontractor: _____
	Other (Description of Service, Total dollar value of Contract, etc.): _____

POLICY NUMBER:**APM- 2-19**

DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.
City Manager/Designee**SIGNATURE****CITY OF MIAMI****ADMINISTRATIVE
POLICY****REVISED
SECTION**
Created**REVISIONS****DATE OF
REVISION**
3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.¹** Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or respondent means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.))

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

ATTACHMENT D

Title: PAVEMENT RESURFACING

IFB No.: 1115382

List of Subcontractors

Completion of Form

to be updated after award of the Contract as additional Subcontractors are added or changed. Submit additional pages as necessary.

Name of Firm	Address	Scope of Work	Licenses	Value of Work	% of Work

Note:

1. The work performed by Subcontractor(s) listed cannot equal more than fifteen percent (15%) of the total work for the Contract.
2. The foregoing list of Subcontractors may not be amended after award of the Contract without the prior written approval of the City's Project Manager identified in the Solicitation, whose approval will not be unreasonably withheld.

Name of Proposer: _____

Date: _____

Name of Individual Completing Form: _____

Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 35.36	12.77

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.49	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.07	0.00

HIGHWAY/PARKING LOT STRIPING:

Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....	\$ 11.16	0.00
INSTALLER - GUARDRAIL.....	\$ 13.43	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 18.43	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.31	0.00
LABORER: Common or General.....	\$ 10.69	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 15.29	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.01	0.00
OPERATOR: Bulldozer.....	\$ 16.77	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 14.43	0.00
OPERATOR: Crane.....	\$ 22.46	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Distributor.....	\$ 13.29	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00

OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.67	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.15	0.00
OPERATOR: Tractor.....	\$ 12.19	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17	1.60

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ll subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

Name and Title of Contractor/Contractor's Authorized Official

Date: _____



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: _____ (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: _____

_____ (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

(1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;

(2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;

(3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and

(4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and

(5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	☐ YES ☐ NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	☐ YES ☐ NO ☐ N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: ☐ YES ☐ NO ☐ Exempt Cite Exemption: _____ _____ Miami-Dade County: ☒ YES ☒ NO ☐ Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	☐ YES ☐ NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Print Name (Bidder/Proposer Authorized Representative)

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

Certified to and subscribed before me this _____ day of _____, 20_____, by
_____.

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

FROM: *Yadissa A. Calderon for*
Annie Perez, CPPO, Director
Department of Procurement

SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: Invitation for Bid ("IFB")
No. 1115382

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

Based on the findings below, the Department of Procurement ("Procurement") hereby recommends award of IFB No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately \$200,181.50 annually for Group 1 – Non-Federally Funded Projects and \$200,186.48 annually for Group – 2 Federally Funded Projects (approximately \$1,401,270.50 for Group 1; and \$1,401,305.36 for Group 2 for all seven (7) years).

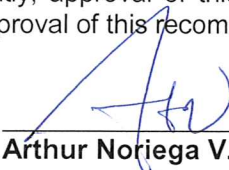
Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

On September 11, 2020, Procurement on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated and tabulated following the guidelines published in the bid. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: 
Arthur Noriega V. City Manager

Date: 10/29/20

AP:tg

c:

Nzeribe Ihekweba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
Juvenal Santana, P.E., Director, Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Procurement

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS				H&R Paving		
Line Item	Item Description	Unit	Quantity	Unit Cost	BAFO	Total
1	MOBILIZATION, ROADWAY COMPLETE - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
2	MOBILIZATION, ASPHALT - Mobilization cost for task orders mainly consisting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
3	MOBILIZATION, PATCHING - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1	\$ 1.00	N/A	\$ 1.00
4	MOBILIZATION, SIDEWALKS/CURBING - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1	\$ 1,500.00	N/A	\$ 1,500.00
5	MOBILIZATION, STRIPING - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1	\$ 300.00	N/A	\$ 300.00
6	MOBILIZATION, ASPHALT STAMPING/PAINTING - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task order).	LS	1	\$ 1.00	N/A	\$ 1.00
7	RE-MOBILIZATION - For use only if paving equipment and/or sidewalk/concrete crews already demobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment).	LS	1	\$ 1.00	N/A	\$ 1.00
8	NIGHTTIME/SUNDAY WORK ADD-ON - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor	EA/DAY	1	\$ 5,000.00	N/A	\$ 5,000.00
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1	\$ 3.00	N/A	\$ 3.00
11	BARRICADES CONES/DRUMS - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
12	BARRICADES TYPE II - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45

13	BARRICADES TYPE III - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1	\$ 0.50	\$ 0.45	\$ 0.45
14	WORK ZONE SIGNAGE - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	1	\$ 100.00	N/A	\$ 100.00
15	FLASHING ARROW BOARD - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1	\$ 10.00	N/A	\$ 10.00
16	VARIABLE MESSAGE SIGN (VMS) - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1	\$ 25.00	N/A	\$ 25.00
17	RE-GRADE EXISTING SWALE - Includes removal and disposal of excess material if necessary.	SY	1	\$ 50.00	N/A	\$ 50.00
18	BAHIA GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
19	ST AUGUSTINE FLORATAM GRASS SOD - Includes watering for establishment period.	SF	1	\$ 5.00	N/A	\$ 5.00
20	ASPHALT REMOVAL 0-2" - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
21	ASPHALT REMOVAL 2"-4" - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
22	ASPHALT REMOVAL >4" - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1	\$ 25.00	N/A	\$ 25.00
23	CONCRETE REMOVAL 0-6" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1	\$ 2.79	N/A	\$ 2.79
24	CONCRETE REMOVAL 6"-12" - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1	\$ 5.00	N/A	\$ 5.00
25	EXCAVATION - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1	\$ 30.00	N/A	\$ 30.00
26	STABILIZED SUBGRADE - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1	\$ 20.00	N/A	\$ 20.00
27	LIMEROCK BASE - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1	\$ 30.00	N/A	\$ 30.00
28	MILL AND DISPOSE EXISTING ASPHALT - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1	\$ 5.00	N/A	\$ 5.00
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1	\$ 1.00	N/A	\$ 1.00
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 7.00	N/A	\$ 7.00
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 10.41	N/A	\$ 10.41
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 - Traffic C, includes tack coat where necessary.	SY	1	\$ 14.00	N/A	\$ 14.00
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 8.00	N/A	\$ 8.00
34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 12.00	N/A	\$ 12.00
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1	\$ 16.00	N/A	\$ 16.00

36	POTHOLE REPAIRS - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1	\$ 5.00	N/A	\$ 5.00
37	CRACK SEAL - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1	\$ 5.00	N/A	\$ 5.00
38	UTILITY ADJUSTMENT, STORMWATER INLET - Raise or lower stormwater inlet frame and grate, includes brick and concrete mortar as necessary.	EA	1	\$ 250.00	N/A	\$ 250.00
39	UTILITY ADJUSTMENT, MANHOLE - Raise or lower utility manhole frame/rim and cover, includes brick and concrete mortar as necessary.	EA	1	\$ 500.00	N/A	\$ 500.00
40	UTILITY ADJUSTMENT, VALVE BOX - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1	\$ 300.00	N/A	\$ 300.00
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-	EA	1	\$ 500.00	N/A	\$ 500.00
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1	\$ 500.00	N/A	\$ 500.00
43	REPAIR CONCRETE MANHOLE/INLET - Repair of damaged concrete utility manhole or drainage inlet	EA	1	\$ 1,000.00	N/A	\$ 1,000.00
44	CONCRETE CURB AND GUTTER REMOVAL - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1	\$ 15.00	N/A	\$ 15.00
45	CONCRETE CURB, NON-REINFORCED - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
46	CONCRETE CURB, REINFORCED - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
47	CONCRETE CURB AND GUTTER, NON-REINFORCED - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
48	CONCRETE CURB AND GUTTER, REINFORCED - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 25.00	N/A	\$ 25.00
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1	\$ 36.00	N/A	\$ 36.00
51	LIMEROCK CURB AND GUTTER PAD - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1	\$ 8.00	N/A	\$ 8.00
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 6.60	N/A	\$ 6.60
53	8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1	\$ 10.00	N/A	\$ 10.00

54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1	\$ 200.00	N/A	\$ 200.00
55	REMOVE, STORE, AND RESET PAVERS - Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1	\$ 10.00	N/A	\$ 10.00
56	DETECTABLE WARNINGS - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1	\$ 50.00	\$ 45.00	\$ 45.00
57	ROADSIDE SIGNS, SINGLE POST - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1	\$ 360.00	N/A	\$ 360.00
58	ROADSIDE SIGNS, SIGN ONLY - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1	\$ 180.00	N/A	\$ 180.00
59	RELOCATE/RESET EXISTING POST AND SIGN - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1	\$ 240.00	N/A	\$ 240.00
60	ROADWAY/HIGHWAY DELINEATOR - 36"-48" High, reflective delineators as approved by FDOT.	EA	1	\$ 72.00	N/A	\$ 72.00
61	REFLECTIVE PAVEMENT MARKERS (RPMs) - Class B, mono or bi-directional, all colors.	EA	1	\$ 4.20	N/A	\$ 4.20
62	PAVEMENT MARKING REMOVAL - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1	\$ 1.20	N/A	\$ 1.20
63	THERMOPLASTIC PAVEMENT MESSAGES - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1	\$ 216.00	N/A	\$ 216.00
64	THERMOPLASTIC DIRECTIONAL ARROWS - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1	\$ 96.00	N/A	\$ 96.00
65	THERMOPLASTIC BIKE LANE MARKINGS - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1	\$ 360.00	N/A	\$ 360.00
66	GREEN BIKE LANE COATINGS - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1	\$ 144.00	N/A	\$ 144.00
67	RED BUS LANE COATINGS - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1	\$ 144.00	N/A	\$ 144.00
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80

70	SOLID SINGLE 8" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 1.20	N/A	\$ 1.20
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 3.60	N/A	\$ 3.60
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 4.80	N/A	\$ 4.80
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 6.00	N/A	\$ 6.00
75	THERMOPLASTIC GUIDELINES - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
76	THERMOPLASTIC 10'-30' SKIP LINES - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1	\$ 2.40	N/A	\$ 2.40
77	PATTERNED ASPHALT STAMPING - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1	\$ 20.00	N/A	\$ 20.00
78	STAMPED ASPHALT PAINTING - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1	\$ 30.00	N/A	\$ 30.00
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1	#####	N/A	\$ 30,000.00
80	REPLACE TRAFFIC LOOP - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1	\$ 2,500.00	N/A	\$ 2,500.00
81	Special Provision 1 = Contingency Allowance - Unforeseen Conditions					\$50,000
82	Special Provision 2 = Contingency Allowance - Off Duty Police Traffic Control					\$100,000
Total Cost including Contingency Allowance						\$ 200,176.35

Director's Approval: _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: November 23, 2020

FROM: Annie Perez, CPPO, Director
Department of Procurement



SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: IFB No. 1115382

ENCLOSURES: Bid Tabulation; Award
Recommendation Dated 10/29/20;
Rescission of Award Memo dated 10/29/20;
Best and Final Offer Letter ("BAFO")

RECOMMENDATION:

Based on the findings below, the Procurement Department ("Procurement") hereby recommends the award of Invitation for Bid ("IFB") No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately \$200,176.35 annually for Group 1 – Non-Federally Funded Projects and \$200,181.33 annually for Group – 2 Federally Funded Projects (approximately \$1,401,234.45 and \$1,401,269.31 respectively for all seven (7) years).

Contract Term: Initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods.

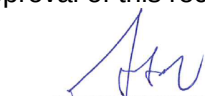
Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

BACKGROUND:

On September 11, 2020, Procurement issued IFB No. 1115382 for the provision of Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated following the guidelines published in the solicitation. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder. On October 29, 2020, an award was recommended and approved (please see attached), however after further discussion with Public Works, on November 16, 2020, a BAFO letter (please see attached) was issued to H&R to request additional savings on their original bid pricing submittal. H&R returned the BAFO providing a savings of \$36.05 for each group over the course of the contract. Public Works has approved the BAFO.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: _____



Arthur Noriega V. City Manager

Date: _____

12/21/20

AP:tg

- c: Fernando Casamayor, Assistant City Manager/Chief Financial Officer
- Nzeribe Ihekweba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
- Alan Dodd, P.E., Director/Chief Resilience Officer, Resilience and Public Works
- Yadissa A. Calderon, CPPB, Assistant Director, Procurement



AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Accept Bid - H&R Paving, Inc.

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works ("Public Works"), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background of Item:

On September 11, 2020, the Department of Procurement ("Procurement"), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately \$200,176.35 annually for Group 1 - Non-Federally Funded Projects; and \$200,181.33 annually for Group 2 - Federally Funded Projects (approximately \$1,401,234.45 for Group 1 and \$1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Item is an Expenditure
Item has NO budget impact
Item is NOT funded by Bonds

Total Fiscal Impact:

\$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.
General Account No.: 40-B73102E

Reviewed By

Department of Resilience and Public Works

Review	Completed	01/07/2021 11:34 AM
Office of Management and Budget	Calvin Fifer	
Office of Management and Budget	Leon P Michel	
City Manager's Office	Nzeribe Ihekweba	
City Manager's Office	Arthur Noriega V	
Legislative Division	Valentin J Alvarez	
Office of the City Attorney	Pablo Velez	
Office of the City Attorney	Barnaby L. Min	
Office of the City Attorney	Victoria Méndez	
City Commission	Nicole Ewan	

Juvenal Santana

Budget Analyst Review
Budget Review
Assistant City Manager Review
City Manager Review
Legislative Division Review
ACA Review
Deputy City Attorney Review
Approved Form and Correctness Meeting

Department Head

Completed	01/13/2021 6:15 PM
Completed	01/15/2021 8:47 PM
Completed	01/18/2021 11:11 AM
Completed	01/18/2021 1:00 PM
Completed	01/20/2021 3:42 PM
Completed	02/24/2021 1:56 PM
Completed	02/24/2021 2:14 PM
Completed	02/24/2021 5:11 PM
Completed	03/11/2021 9:00 AM



City of Miami

Legislation

Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-21-0096

File Number: 8453

Final Action Date: 3/11/2021

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID NO. 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC., A FLORIDA PROFIT CORPORATION, FOR THE PROVISION OF PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES, ON AN AS-NEEDED BASIS, FOR THE CITY OF MIAMI'S DEPARTMENT OF RESILIENCE AND PUBLIC WORKS FOR AN INITIAL TERM OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND SUCH OTHER LEGALLY AVAILABLE FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALL ALLOCATIONS, APPROPRIATIONS, PRIOR BUDGETARY APPROVALS, COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), INCLUDING THE CITY'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami's ("City") Department of Resilience and Public Works ("RPW") has a continued need for pavement resurfacing and roadway repair services; and

WHEREAS, on September 11, 2020, pursuant to the City's Procurement Code, on behalf of RPW, the City's Department of Procurement ("Procurement") advertised and issued online Invitation for Bid ("IFB") No. 1115382 for the provision of pavement resurfacing and roadway repair services on an as needed basis; and

WHEREAS, on October 9, 2020, three (3) bids were received in response to this IFB, with the lowest responsive and responsible bid submitted by H&R Paving, Inc., a Florida profit corporation ("H&R Paving");

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bid received on October 9, 2020 pursuant to IFB No. 1115382 from the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for RPW for an initial term of

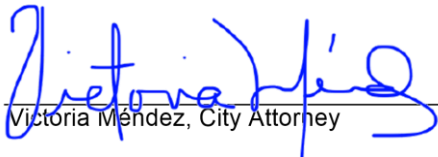
three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

Section 3. Funds shall be allocated from Account No. 40-B73102E and such other legally available funding sources, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is authorized¹ to negotiate and execute any and all other documents, including any amendments, renewals, and extensions, subject to all allocations, appropriations, prior budgetary approvals, compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended ("City Code"), including the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in forms acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Méndez, City Attorney 2/24/2021

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 3/22/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	SOLID MARKING TAPE: Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	\$ 26.25
84	NEW SHIELD SIGNS: furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	\$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 11/1/2021

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www.miamigov.com/procurement

AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE:

*\$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING:

Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE:

N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

**13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT?
DESCRIBE PRICE DIFFERENTIAL.**

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

\$3,765,440.94

**15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE
THE RESULTS OF THE SURVEY?**

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*\$200,181.50 annually for Group 1 - Non-Federally Funded Projects and \$200,186.48 annually for Group 2 - Federally Funded Projects (approximately \$1,401,270.50 for Group 1 and \$1,401,305.36 for Group 2 for all seven (7) years.



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020

Requesting Department: RPW

Commission Meeting Date: 3/11/2021

District Impacted: ALL

Type: ☒ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other _____

Subject: Invitation for Bid ("IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works ("Public Works"), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background Information:

On September 11, 2020, the Department of Procurement ("Procurement"), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately \$200,176.35 annually for Group 1 - Non-Federally Funded Projects; and \$200,181.33 annually for Group 2 - Federally Funded Projects (approximately \$1,401,234.45 for Group 1 and \$1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes ☐ No ☒ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement: _____

☐ Yes ☒ No Is this item related to revenue?

☒ Yes ☐ No Is this item an expenditure? If so, please identify funding source below.

General Account No.: 40-B73102E

Special Revenue Account No.:

OCI Project No.:

☐ Yes ☒ No Is this Item funded by bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

- ☐ Grants
- ☐ Procurement
- ☐ Risk

Final Approvals

(SIGN AND DATE)

Dept. Director _____

**all other approvals will be done through Accela*

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID ("IFB") 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC. ("H&R PAVING") FOR THE PROVISION OF PAVEMENT RESURFACING SERVICES, ON AN AS-NEEDED BASIS, FOR THE DEPARTMENT OF RESILIENCE AND PUBLIC WORKS ("RPW"), FOR AN INITIAL CONTRACT TERM OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGET APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS AND PRIOR BUDGETARY APPROVALS, AND IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING, THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

..Body

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement ("Procurement") on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW's' Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

City of Miami

CONTRACT AWARD

Procurement Department

FIRST RENEWAL

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

JVA Engineering Contractor, Inc.
6600 NW 32nd Avenue
Miami, FL 33147
Contact: Jose Alvarez, President
Ph: (305) 696-7902
Fax: (305) 696-7903
Email: jma@jvaengineering.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**
AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A
Notes: FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Victoria Rojas
Phone: (305) 416-1200

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912

Prepared By: Aimee Gandarilla, 1/3/2024

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE SUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

City of Miami

CONTRACT AWARD

Procurement Department

SECOND & FINAL RENEWAL

IFB NO: 1115382(28)
DESCRIPTION: PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT: THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024
FIRST RENEWAL: MARCH 22, 2024 THROUGH MARCH 21, 2026
SECOND & FINAL RENEWAL: MARCH 22, 2026 THROUGH MARCH 21, 2028
COMMODITY CODE: 98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

JVA Engineering Contractor, Inc.
6600 NW 32nd Avenue
Miami, FL 33147
Contact: Jose Alvarez, President
Ph: (305) 696-7902
Fax: (305) 696-7903
Email: jma@jvaengineering.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: SECOND & FINAL RENEWAL: MARCH 22, 2026 THROUGH MARCH 21, 2028

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Victoria Rojas
Phone: (305) 416-1200

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912

Prepared By: Aimee Gandarilla, 11/3/2025

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CONTAINED HEREIN IS AVAILABLE IN THE SUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA), AND TO EXECUTE RELATED DOCUMENTS NECESSARY TO IMPLEMENT THE GRANT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka has been awarded funding through the Federal Highway Administration's (FHWA) Safe Streets and Roads for All (SS4A) Program for Fiscal Year 2025; and

WHEREAS, the grant will support transportation safety planning and implementation activities identified in the City's adopted Comprehensive Safety Action Plan and will further the City's commitment to reducing roadway fatalities and serious injuries for all roadway users; and

WHEREAS, the proposed agreement provides a total project budget of One Hundred Sixty Thousand Six Hundred Six Dollars and Twenty-Five Cents (\$160,606.25), consisting of One Hundred Twenty-Eight Thousand, Four Hundred Eighty-Five Dollars (\$128,485.00) in federal funding and a required local match of Thirty-Two Thousand, One Hundred Twenty-One Dollars and Twenty-Five Cents (\$32,121.25), representing twenty percent (20%) of the total project cost; and

WHEREAS, execution of the agreement will allow the City to access the awarded federal funds and proceed with eligible project activities in accordance with the approved grant scope; and

WHEREAS, the required local match has been previously identified and allocated within the City's Fiscal Year 2025-2026 budget and is available to satisfy the City's cost-sharing obligation; and

WHEREAS, the total project cost of One Hundred Sixty Thousand Six Hundred Six Dollars and Twenty-Five Cents (\$160,606.25) is budgeted in Account No. 44-334740, Street Safety Analysis Grant (SS4A); and

WHEREAS, the City Commission finds that it is in the best interests of the City to authorize the City Manager to execute the Safe Streets and Roads for All (SS4A) Grant Agreement with the Federal Highway Administration (FHWA), attached hereto as Exhibit "A" and any related documents necessary to implement the grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute the Safe Streets and Roads for All (SS4A) Grant Agreement with the Federal Highway Administration (FHWA), attached hereto as Exhibit “A”, in the total project amount of One Hundred Sixty Thousand, Six Hundred Six Dollars and Twenty-Five Cents (\$160,606.25), consisting of One Hundred Twenty-Eight Thousand, Four Hundred Eighty-Five Dollars (\$128,485.00) in federal funding and Thirty-Two Thousand, One Hundred Twenty-One Dollars and Twenty-Five Cents (\$32,121.25) in local matching funds, and to execute related documents necessary to implement the grant.

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

Division Manager:	Adelina Gross		Division Manager:	Signature:	
City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	06.24.2026		Item Type:	Resolution	Ordinance
			X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				No	
					X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:	<i>RFP #</i> <i>Piggyback Contract</i>	
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Manager		Department:	Capital Improvements Projects	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) AS PART OF THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AGREEMENT.

Staff Summary:

The City of Opa-locka has been awarded funding through the Federal Highway Administration's (FHWA) Safe Streets and Roads for All (SS4A) Program for Fiscal Year 2025. The grant will support transportation safety planning and implementation activities identified in the City's adopted Comprehensive Safety Action Plan and will further the City's commitment to reducing roadway fatalities and serious injuries for all roadway users.

The proposed agreement provides a total project budget of \$160,606.25, consisting of \$128,485.00 in federal funding and a required local match of \$32,121.25, representing twenty percent (20%) of the total project cost.

Execution of the agreement will allow the City to access the awarded federal funds and proceed with eligible project activities in accordance with the approved grant scope. The required local match has been previously identified and allocated within the City's Fiscal Year 2025-2026 budget and is available to satisfy the City's cost-sharing obligation.

Financial Impact-

The total project cost is \$160,606.25.

- Federal Highway Administration (FHWA) Funding: \$128,485.00
- City of Opa-locka Match (20%): \$32,121.25

The City's matching contribution has been previously budgeted and allocated in the Fiscal Year 2025-2026 budget.

Account	Description	Available	Project	Remaining Balance
44-334740	Street Safety Analysis Grant (SS4A)	\$160,606.25	\$160,606.25	0.00

Proposed Action:

Staff recommends that the Mayor and City Commission approve the resolution authorizing the City Manager to execute the Safe Streets and Roads for All (SS4A) Grant Agreement with the Federal Highway Administration (FHWA) in the amount of \$160,606.25, consisting of \$128,485.00 in federal funding and \$32,121.25 in local matching funds, and authorize the City Manager to execute any related documents necessary to implement the grant.

Attachment:

Agenda
Grant Agreement
Award Notification
Submitted Application

From: [ss4a](#)
To: [Adelina Gross](#)
Cc: [Airia Austin](#)
Subject: SS4A FY25 Planning and Demonstration Funds Awarded: City of Opa-locka, FL
Date: Tuesday, December 23, 2025 6:12:38 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Whom It May Concern from City of Opa-locka, SS4A ID #: SS4A_FY25_I_097

Congratulations! The project *Planning and Demonstration Activities in City of Opa-locka*, submitted in response to the Fiscal Year (FY) 2025 Safe Streets and Roads for All (SS4A) grant program Notice of Funding Opportunity (NOFO), was selected for an award of \$128,485.00 in Federal funding. This includes funding for Supplemental Planning activities.

Key Information and Requirements: This email is not authorization to begin work, and it does not guarantee Federal funding. The United States Department of Transportation (USDOT) and City of Opa-locka must establish and execute a signed, mutually agreed upon grant agreement prior to the obligation of award funds. No costs incurred before USDOT signs and executes the grant agreement will be reimbursed or counted toward the 20% cost-share requirement.

Immediate Next Steps: USDOT made a public announcement related to this award on **December 23, 2025** and published a short summary of the proposal from your application on the [Safe Streets and Roads for All website](#). If you would like to modify the information published on our website, please send an email to SS4A@dot.gov with your request.

What to Expect in the Next Few Weeks: My colleagues at the FHWA are responsible for establishing and executing a SS4A grant agreement with City of Opa-locka. You can expect to hear from a FHWA representative in the near future. In the meantime, **if you have questions about next steps, please send an email to SS4A.FHWA@dot.gov**.

Debrief Opportunity: Per the email you received prior to this award announcement regarding a partial award, City of Opa-locka is only awarded funds for the Planning and Demonstration activities bundled into your Implementation Grant application. As a courtesy, the SS4A Team is offering you a debrief to help you better understand why a partial award was made in lieu of a full award. January 30, 2026 is the last day to request a debrief, after which the Department will not accept requests for further debriefs. If you would like to schedule a debrief via video conference or telephone call, please complete [this form](#). We expect to perform the majority of debriefs within the next 2-3 months.

Finally, we ask for your patience as we work diligently to execute grant agreements to support your important safety work. USDOT staff will be working with hundreds of new grant recipients to expeditiously process new grant agreements, and this will take time.

It's exciting to see so many communities on the path to improving roadway safety and the whole SS4A Program team is passionate about helping you succeed. Thank you for your commitment to roadway safety.

Best,

Loren



Loren A. Smith, Jr.
Deputy Assistant Secretary for Transportation Policy
U.S. Department of Transportation

Summary of Award Information:

Project Name: Planning and Demonstration Activities in City of Opa-locka

Applicant: City of Opa-locka

Unique Entity Identifier: YFKCKZNKEVG3

SS4A ID: SS4A_FY25_I_097

Grant Type: Planning and Demonstration

SS4A Grant Funding Amount: \$128,485.00

Estimated Total Project Costs: \$160,606.25

Project Description: This award will be used by the City of Opa-locka to update their Safety Action Plan by establishing a governance structure to support implementation oversight and by launching a public dashboard to monitor performance.

Preparing for Establishing a Grant Agreement

The terms of the grant agreement will be in accordance with the [FY 2025 SS4A NOFO](#) and applicable Federal requirements. The list below highlights key information to familiarize yourself with as the grant agreement development process begins. Note that the information below may not be applicable to all activities included in your award.

- **Scope of Activities:** Your award is for Supplemental Planning activities.
 - **Action Plan:** The funding awarded to develop a comprehensive safety action plan or update an existing plan to meet SS4A requirements must result in a final product that includes all Action Plan components outlined in [Table 1 of the NOFO](#).
 - **Supplemental Planning:** The funding awarded to conduct supplemental planning must result in a final written product that connects to, supports, and enhances an Action Plan.
 - **Demonstration Activities:** The funding awarded to carry out demonstration activities that must inform an Action Plan's list of selected projects and strategies and their future implementation, and/or inform another part of the Action Plan. Demonstration activities are temporary in nature, and materials must also be temporary and/or easily reversible. Additionally, demonstration activities must measure potential benefits through data collection and evaluation as part of the grant agreement. Demonstration activities are subject to additional reviews and oversight to ensure compliance with Federal requirements, including but not limited to the National Environmental Policy Act and the Manual on Uniform Traffic Control Devices. Demonstration activities that result in changes to the built environment will include multiple project phases, and Federal funding will be obligated for each individual phase when required conditions are met.

- **2 CFR part 200:** All SS4A awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in [2 CFR part 200](#) (NOFO p. 68). We encourage awardees to take FHWA’s free training on these requirements, [“Understanding the Uniform Guidance Requirements \(2 CFR 200\),” Course #231034.](#)
- **Allowable Costs:** To be considered allowable, costs incurred must be reasonable, necessary, and allocable, as described in [2 CFR Part 200 Subpart E – Cost Principles.](#)
- **Match and Cost Sharing:** Grant recipients are required to contribute no less than a 20% non-Federal match. For information related to match and cost-sharing in the SS4A context, please review <https://www.transportation.gov/grants/ss4a/match>.
- **Use of Other Federal Funds:** While SS4A grant recipients may also use other sources of Federal funding toward a SS4A project, administering a project that includes Federal funds with other requirements, such as funds under Title 23, United States Code, will result in increased complexity and such grant agreements will take longer to execute.
- **Consistency with Administration Priorities:** The selected grant may need to remove activities for consistency with Administration priorities. If the grant application included any of the following activities, they will need to be removed prior to executing a grant agreement with FHWA unless exceptions apply:
 - automated traffic enforcement (except in school zones and work zones);
 - curb extensions (except for bus or transit stops, roundabouts, school zones, on-street parking where the extension would not eliminate dedicated lanes for right turns, or curb extensions which do not reduce roadway capacity); and
 - equity analysis.
- **Maintenance Activities:** Maintenance activities for an existing roadway primarily to maintain a state of good repair are not eligible activities. Please review Section 4 for more information about “Eligible Activities and Costs.” (NOFO p. 20)
- **Educational and Outreach Materials:** Any educational or outreach materials charged to the grant must align with the project goals and roadway safety. Costs of promotional items and memorabilia, including models, gifts, and souvenirs are unallowable. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable ([2 CFR 200.421](#)).

1. Federal Award No.

2. Effective Date
See No. 15 Below

3. Assistance Listings No.
20.939

4. Award To
City of Opa-locka
780 Fisherman Street, Opa-locka
Florida, 33054
Unique Entity Id.: YFKCKZNKEVG3
TIN No.: 59-6000394

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 24 months

7. Total Amount
Federal Share: \$128,485.00
Recipient Share: \$32,121.25
Other Federal Funds: \$0
Other Funds: \$0
Total: \$160,606.25

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
[insert PR Number]

11. Federal Funds Obligated
\$128,485.00

12. Submit Payment Requests To
See Article 5.

13. Description of the Project
City of Opa-locka Supplemental Planning
Development of comprehensive governance structure for future implementation.

RECIPIENT

14. Signature of Person Authorized to Sign

Signature Date
Name:
Title:

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Agreement Officer

Signature Date
Name:
Title: Agreement Officer

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Opa-locka (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Safe Streets for All Supplemental Planning.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All ("SS4A") Grant Program," dated January 22, 2026 which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2025." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: City of Opa-locka Safe Streets for All Supplemental Planning

Application Date: 06/25/2025

2.2 Award Amount.

SS4A Grant Amount: \$160,606.25

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning Demonstration or Implementation

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

Narrative: This award is for supplemental planning.

This effort will include: (1) developing a comprehensive governance structure for implementation oversight, and (2) creating a publicly accessible dashboard and performance monitoring system. These updates will be completed within 12 months of the grant award, ensuring that the Action Plan meets all SS4A eligibility criteria and supports future implementation phases.

The project will be completed in One phase.

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	05/30/2027
Planned SS4A Final Report Date:	07/01/2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$128,485.00
Other Federal Funds:	\$0.00
State Funds:	\$0.00
Local Funds:	\$32,121.25
In-Kind Match:	\$0.00
Other Funds:	\$0.00
Total Eligible Project Cost:	\$160,606.25

(b) Cost Classification Table "Reserved"

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s).

Adelina Gross
Capital Projects Division Management
City of Opa-locka
780 Fisherman Street, Opa-locka FL
305 953-2868 ext.3001
Agross@opalockafl.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Adelina Gross	Capital Projects Division Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Florida
Agreement Officer’s Representative (AOR)
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2200
Florida.fhwa@dot.gov

And

Julio Rivera Gonzalez
Florida Division Office Lead Point of Contact
Transportation Engineer
400 W Washington St. Suite 4200
Orlando, FL 32801

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Plan will be made publicly available and agrees that it will publish the final Supplemental Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2025 NOFO corresponding with any "no" responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan's safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.7** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.8** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.9** The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.

6.10 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Opa-locka

Baseline Measurement Date: N/A

Baseline Report Date: N/A

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4A Funds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT D

[RESERVED]

**ATTACHMENT E
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

[Insert supporting text, as described in the table above.]

**ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
	Not applicable. Grant does not require the purchase of information technology or operational technology.

2. Supporting Narrative.

[Insert supporting text, as described in the table above.]

City of Opa-locka

SAFE STREETS AND ROADS FOR ALL (SS4A)

IMPLEMENTATION GRANT APPLICATION



THE CITY OF
OPA-LOCKA
FLORIDA

**VISION
ZERO**

TABLE OF CONTENTS

1. Overview	1
2. Location	1
3. Response To Selection Criteria.....	2
4. Project Readiness	11

LIST OF FIGURES

Figure 1: City of Opa-locka Proposed Projects Location	2
Figure 2: City of Opa-locka Fatality and Severe Injury Crashes.....	3
Figure 3: Crash Breakdown of All Incidents by Vulnerable User.....	4
Figure 4: Top Five Dangerous Contributing Factors of All Crashes in Opa-locka	4
Figure 5: City of Opa-locka High Injury Network and Intersection Clusters.....	5
Figure 6: City of Opa-locka Existing Traffic Calming Infrastructure	6

LIST OF TABLES

Table 1: List of Proposed Projects	7
Table 2: Proposed Projects and Cost	9

APPENDICES

Appendix A: News Reports in Opa-locka	
Appendix B: Traffic Calming Report	
Appendix C: Letters of Support	
Appendix D: Action Plan Adoption and Complete Streets Ordinances	
Appendix E: Self Certification Eligibility Worksheet and E-mail Correspondence from SS4A Program	
Appendix F: Proposed Budget	

1. OVERVIEW

The City of Opa-locka is dedicated to enhancing street safety for all road users, ensuring that streets are safer and more accessible for drivers, pedestrians, cyclists, and transit users. Through its Vision Zero initiative, the city is working toward the goal of eliminating traffic fatalities and serious injuries by 2030, creating a safer, more connected community. To support this vision, Opa-locka developed a Comprehensive Safety Action Plan (CSAP) in 2024, funded through a FY 2022 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant. The plan outlines key strategies to address safety concerns, enhance infrastructure, and improve mobility throughout the city. As part of its ongoing commitment to street safety, Opa-locka has allocated \$805,000 for FY 2026 to accelerate quick-build projects identified in the CSAP and incorporated into the Capital Improvement Plan (CIP).

Despite these efforts, two pedestrian fatalities reported earlier this year (*see Appendix A*) highlight ongoing risks, particularly for those walking and biking. Speeding and failure to yield remain leading crash factors, consistent with national trends. Looking ahead, Opa-locka's FY 2025 SS4A grant assistance application proposal aims to implement proven safety countermeasures in areas of persistent poverty and underserved communities. The proposal aligns with community-supported initiatives, including the Traffic Calming Report, Railroad Incident Reports analysis, and Neighborhood Access Report, developed as part of the supplemental safety analysis for the CSAP. By prioritizing cost-effective, high-impact safety improvements, the city seeks to reduce crash risks and improve mobility for vulnerable road users.

To further strengthen safety initiatives, the city plans to dedicate a portion of the funding toward enhancing its existing CSAP, with a strong emphasis on project monitoring and evaluation. Additionally, efforts will focus on improving post-crash care and developing a user-friendly dashboard to keep residents informed about project progress.

Through Vision Zero, Opa-locka is actively working to transform its streets into safer spaces for all. The SS4A grant presents an opportunity to advance targeted street safety projects, expanding transportation options and fostering safe travel throughout the city. Community engagement remains a cornerstone of these efforts, ensuring that resident input shapes future transportation improvements. Continued collaboration between city leadership, stakeholders, and the public will be key to achieving lasting street safety enhancements.

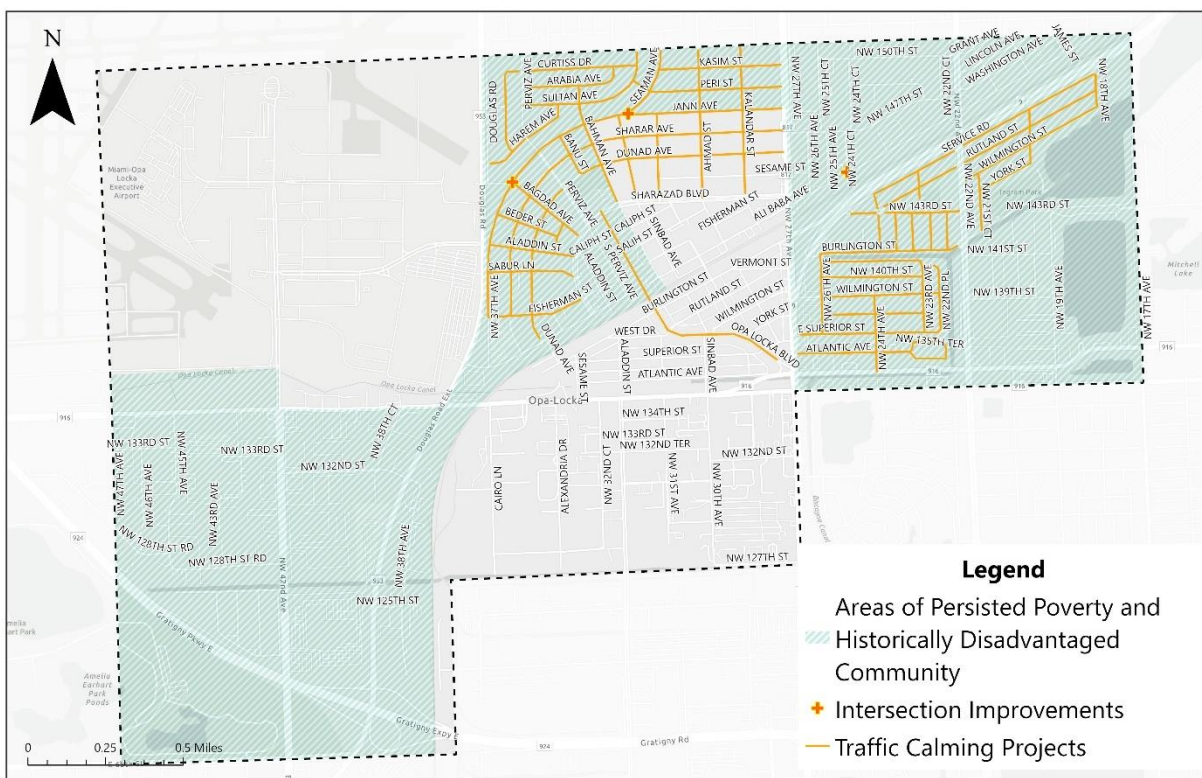
2. LOCATION

Project locations were selected based on identified safety needs and aligned with Opa-locka's CSAP. **Figure 1** highlights designated areas for transportation investments, with the light green layer identifying communities requiring infrastructure improvements, as outlined in the FY2025 SS4A Notice of Funding Opportunity (NOFO).

These locations have been prioritized for road safety, accessibility, and mobility enhancements, addressing long-standing transportation challenges. The orange lines represent local roadways under city jurisdiction near these areas, where proposed safety improvements will be implemented. Many of these corridors serve as key connectors, linking residents to schools, businesses, transit stops, and essential services. Orange crosses indicate high-injury intersections, where upgrades have been prioritized to reduce crash risks and improve traffic flow.

These projects focus on pedestrian safety, incorporating traffic calming measures to regulate vehicle speeds, enhance visibility, and create safer crossings. Improvements may include signage upgrades, enhanced lighting, sidewalk expansions, and intersection redesigns, ensuring roadways are more navigable for all users. By implementing targeted improvements, the city aims to create a more efficient and reliable transportation network for pedestrians, cyclists, and motorists. These efforts support safer streets, improved mobility options, and a well-integrated transportation system, while also fostering economic prosperity. A safer, more accessible transportation network strengthens business activity, attracts investment, and provides a foundation for long-term economic growth and opportunity.

Figure 1: City of Opa-locka Proposed Projects Location



3. RESPONSE TO SELECTION CRITERIA

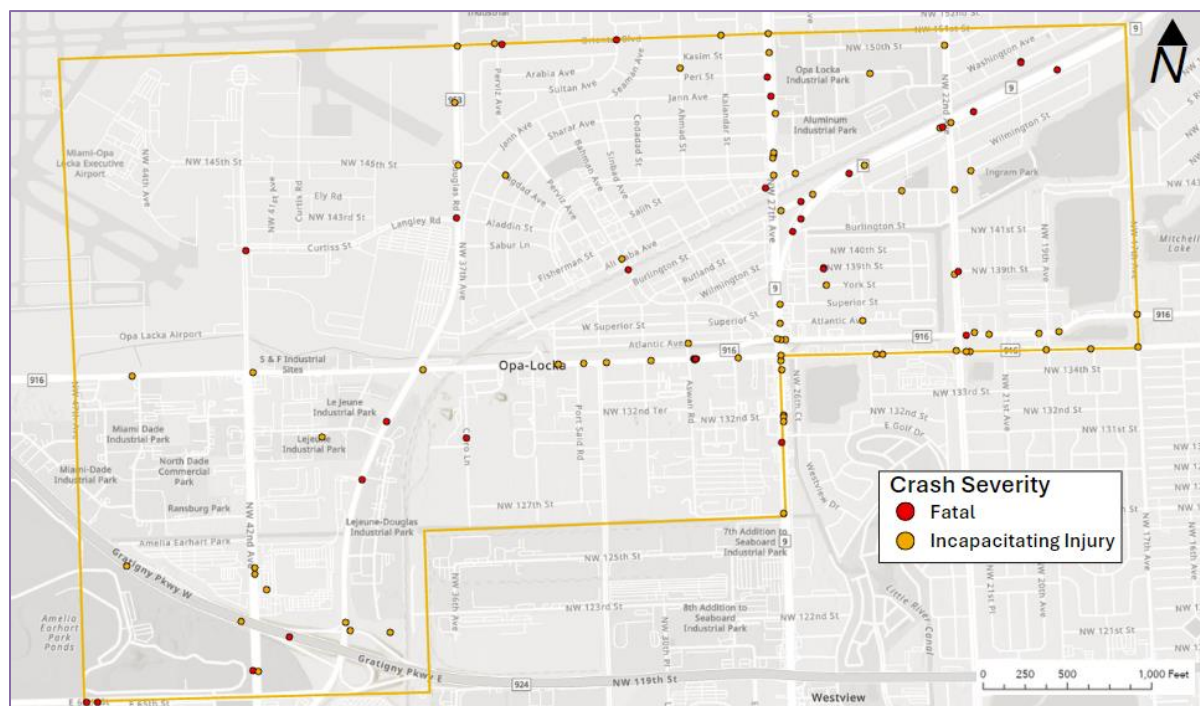
A. Safety Need

Over the past six years, Opa-locka has experienced a high number of traffic fatalities and serious injuries. Between 2018 and 2023, the city recorded 6,276 crashes, with 119 (approximately 2%) resulting in fatalities or severe injuries. With an average annual fatality rate of 24.3 per 100,000 people, Opa-locka ranks among the cities with the highest fatality rates in the country.

Fatal and severe injury crashes occur across state, county, and city roadway networks, as shown in **Figure 2**. The roadways with the highest fatality numbers, SR-9 and NW 27 Avenue, are state-maintained roads part of the State Highway System (SHS). Addressing safety concerns on these corridors will require coordination and collaboration with state agencies. However, for the purpose

of this application, the focus will remain on city-owned and maintained roadways, where targeted improvements can be implemented more directly.

Figure 2: City of Opa-locka Fatality and Severe Injury Crashes



Crash data indicates that pedestrians, bicyclists, and motorcyclists in Opa-locka face a significantly higher risk of fatal or severe injuries compared to vehicle occupants. As shown in **Figure 3**, although pedestrians account for just 1.3% of all crashes, they represent 21.8% of fatal or serious injury collisions. Similarly, motorcyclists, involved in only 1% of crashes, make up 15.1% of fatal or severe injury cases, while bicyclists, comprising 0.6% of crashes, account for 3.4% of such incidents. In contrast, collisions involving only passenger vehicles make up 97% of all reported crashes, yet result in 59.7% of fatal or serious injuries, underscoring the disproportionate risks faced by vulnerable road users.

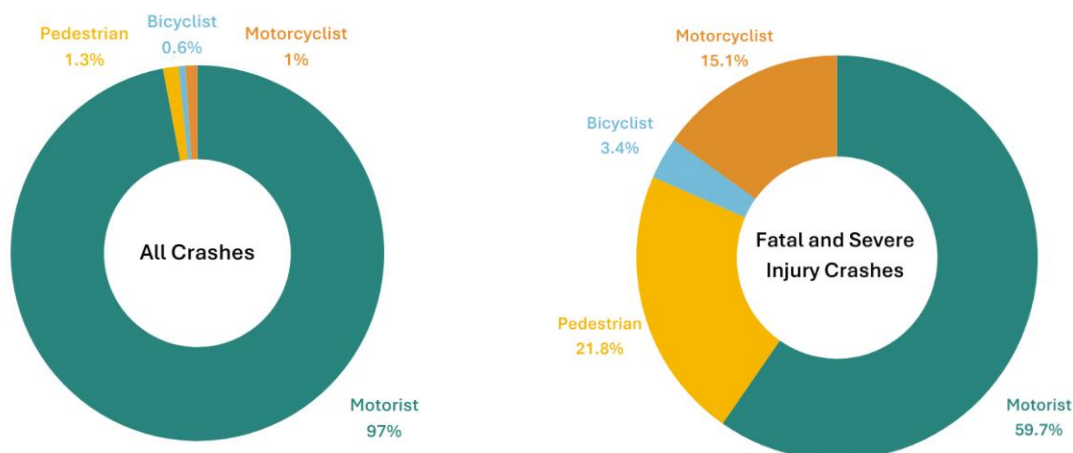
Crash analysis reveals that certain driving behaviors are consistently linked to crashes across the city. Understanding these patterns allows Opa-locka to take targeted steps toward reducing traffic-related injuries and fatalities by implementing strategies that address the most dangerous behaviors on the road. **Figure 4** highlights the five leading contributing factors to crashes in Opa-locka during the study period (2018–2023), providing insight into the behaviors that require immediate attention and intervention. By focusing on these factors, the city can develop effective safety measures to improve overall roadway conditions and minimize risks for all users.

The Miami-Dade County Vision Zero Plan provides a comparative analysis of crash-contributing factors across municipalities. Among these factors, aggressive driving accounts for 7.8% of crashes countywide, but Opa-locka has the highest rate in the county, with 28% of crashes linked to aggressive driving.

Additionally, the *Florida Highway Safety and Motor Vehicles' Traffic Crash Facts 2022 Annual Report* highlights speeding, often combined with aggressive driving, as the leading cause of fatal

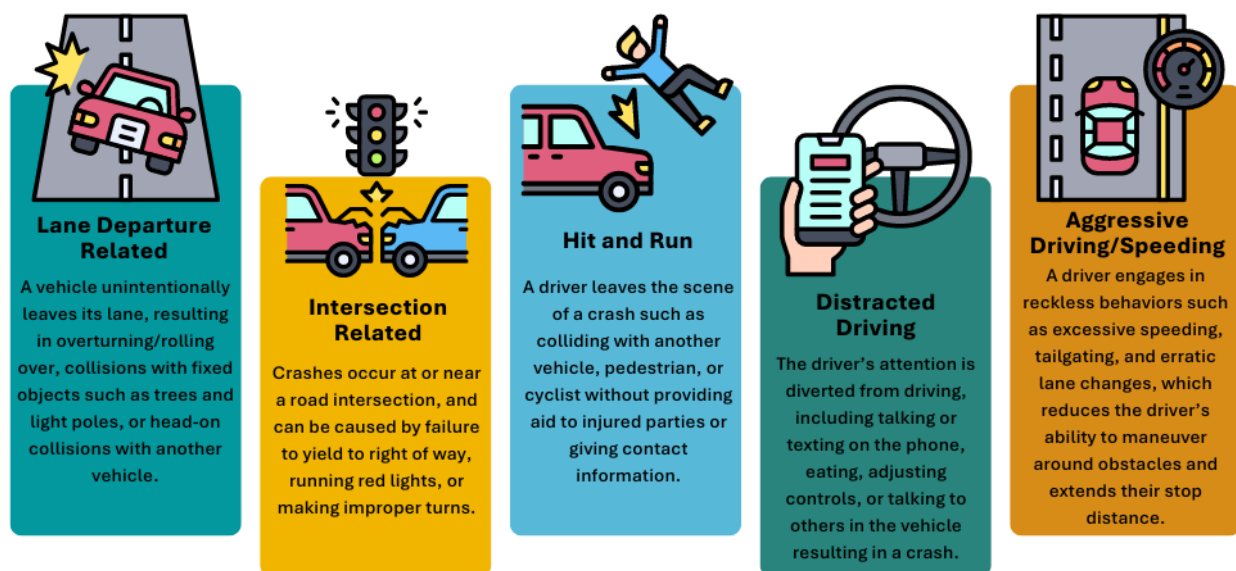
and incapacitating crashes statewide. In 2022 alone, excessive speed was responsible for 223 fatalities and 456 severe injuries, reinforcing the need for stronger traffic safety measures.

Figure 3: Crash Breakdown of All Incidents by Vulnerable User



Source: Signal 4 Analytics

Figure 4: Top Five Dangerous Contributing Factors of All Crashes in Opa-locka



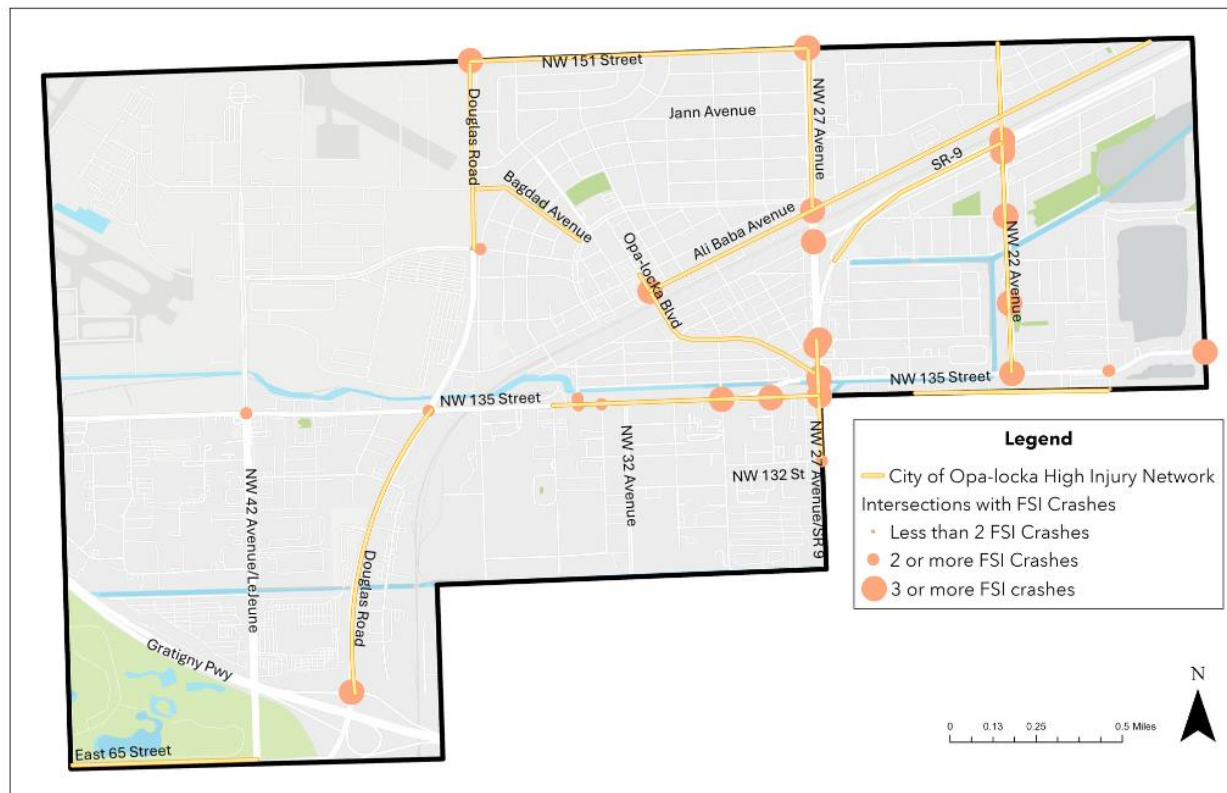
Source: Signal Four Analytics and FHWA Safety Toolkit

Figure 5 illustrates the city's high-injury network and intersection clusters, pinpointing locations with the highest concentration of crashes. These areas are critical hotspots where safety interventions can help reduce severe and fatal collisions. Within the proposed project scope, three local roads have been identified for targeted improvements: Bagdad Avenue, Opa-locka Boulevard, and Ali Baba Avenue.

These corridors experience high traffic volumes and safety concerns, making them priority locations for roadway upgrades. As vital connections between residential and commercial areas, they require improvements such as pedestrian safety measures, speed management strategies, and

intersection enhancements. Beyond these local roads, the remaining streets within the study area fall under State or County jurisdiction, requiring separate coordination for potential safety improvements.

Figure 5: City of Opa-locka High Injury Network and Intersection Clusters



As part of the Comprehensive Safety Action Plan (CSAP) development, the city conducted an additional proactive safety analysis to review existing traffic calming infrastructure across local roads, as shown in **Figure 6**. To support this analysis, data collection on site was carried out on Wednesday, September 6, 2024, between 10:00 a.m. and 12:00 p.m., using ArcGIS Survey123, a specialized tool for efficient field data gathering. This method ensured the data was accurate and up to date, providing a strong foundation for enhancing traffic calming measures and improving overall roadway safety.

Currently, only six roads within Opa-locka’s jurisdiction feature traffic calming infrastructure, yet these installations are in deteriorating condition. The proposed projects aim to revitalize and expand these features, making streets safer, more navigable, and better equipped to support neighborhood safety efforts throughout the city. **It is worthwhile noting that all the proposed projects are included and described in the city’s CSAP.**

B. Safety Impact:

Opa-locka’s streets tell a story, a story of movement, of neighborhoods connected by roads that carry families to schools, workers to jobs, and friends to gatherings. Yet, for years, these same roads have also carried risk. Pedestrians, cyclists, and motorcyclists face dangers far greater than

those inside cars, exposed to the unpredictability of speeding vehicles and intersections where right-of-way can mean the difference between a routine walk and a life-altering collision.

Figure 6: City of Opa-locka Existing Traffic Calming Infrastructure



The city's major roadways such as SR-9, NW 27 Avenue, and NW 22 Avenue have unintentionally put the most vulnerable travelers at risk. Walking along these streets is not just about reaching a destination; it is about navigating blind spots, calculating crossing times, and hoping that the drivers rushing past will respect pedestrian space. Local roadways such as Ali Baba Avenue, Jann Avenue, and Bagdad Avenue have significant safety challenges and affect vulnerable road users.

With potential funding to implement projects, Opa-locka will continue its focus from speed to safety, from throughput to thoughtful design. Traffic calming measures are central to this transformation, introducing solutions that make streets safer for everyone. Raised crosswalks slow vehicles at critical crossings, curb extensions shorten crossing distances and improve pedestrian visibility, refuge islands provide safe stopping points on multi-lane roads, and reduced lane widths help moderate vehicle speeds.

Every new safety measure represents a step toward a different city, one where a walk to the corner store or a bike ride to the nearest transit stop or commuter train station is safer and more predictable. Bagdad Avenue, Opa-locka Boulevard, and Ali Baba Avenue stand at the forefront of these efforts, identified for critical improvements based on their traffic volumes and documented safety concerns. These corridors are essential links in the city's transportation network, serving both residential and commercial areas. Here, street upgrades go beyond pavement and paint—they are intentional interventions designed to reduce risks, improve roadway conditions, and protect lives.

The findings from the CSAP, the Traffic Calming Analysis Report, and the Railroad Crossings Analysis reinforce the urgency of these changes. High-injury intersections, mapped in **Figure 5**, reveal clear links between speeding, lane width, and crash frequency. The data supports what residents already know: certain roads are simply too dangerous in their current state. That is why Opa-locka is taking control of its transportation future by expanding and improving traffic calming features throughout the city to improve pedestrian and bicycle, while helping to balance traffic flow.

Table 1 provides a comprehensive overview of the SS4A-planned safety treatments aimed at addressing systemic crash patterns in Opa-locka. Each proposed improvement is strategically focused on local streets with the highest rates of injuries, severe injuries, and fatal collisions, particularly within underserved communities. These treatments are designed to mitigate risk, enhance visibility, and create safer roadway conditions for all travelers.

The plan outlines a total of 56 proposed projects, with 53 focused on traffic calming measures across 15.58 miles of local roads maintained and operated by the city. If awarded, this initiative will enhance safety and accessibility on approximately 30% of Opa-locka's roadway network. While the majority of roads within the High Injury Network (HIN) fall under State and County jurisdiction, prioritizing local roads within the HIN was a key focus of this effort. Targeted safety interventions have been identified for high-risk corridors such as Bagdad Avenue, Opa-locka Boulevard, and Ali Baba Avenue to address critical traffic concerns and improve roadway conditions.

Additionally, the plan includes three intersection improvement projects aimed at enhancing safety and traffic flow at key locations: Jann Avenue and Seaman Avenue, Jann Avenue and Bagdad Avenue, and Ali Baba Avenue and NW 24 Court. These upgrades will contribute to a more secure and efficient transportation environment for all road users.

Table 1: List of Proposed Projects

No.	Project Type	Project Location	From	To
1	Traffic Calming	Opa-locka Boulevard	Sharazad Boulevard	NW 136 Street
2	Traffic Calming	Dunad Avenue	Perviz Avenue	Ali Baba Avenue
3	Traffic Calming	Bagdad Avenue	Jann Avenue	Sharazad Boulevard
4	Traffic Calming	Sharar Avenue	Perviz Avenue	Fisherman Street
5	Traffic Calming	Fisherman Street	NW 37 Avenue	Sharazad Boulevard
6	Traffic Calming	Sabur Lane	Sharazad Boulevard	NW 37 Avenue
7	Traffic Calming	Jann Avenue	Perviz Avenue	Fisherman Street
8	Traffic Calming	Beder Street	Sesame Street	NW 37 Avenue
9	Traffic Calming	Aladdin Street	Sharazad Boulevard	NW 37 Avenue
10	Traffic Calming	Sesame Street	Aladdin Street	Beder Street
11	Traffic Calming	Sharar Avenue	NW 27 Avenue	Perviz Avenue
12	Traffic Calming	Codadad Street	Jann Avenue	Sharazad Boulevard
13	Traffic Calming	Dunad Avenue	Jann Avenue	NW 27 Avenue
14	Traffic Calming	Jann Avenue	Perviz Avenue	NW 27 Avenue
15	Traffic Calming	Bahman Avenue	Jann Avenue	Sharazad Boulevard
16	Traffic Calming	Ahmad Street	Oriental Boulevard	Sharazad Boulevard

No.	Project Type	Project Location	From	To
17	Traffic Calming	Kasim Street	Seaman Avenue	NW 27 Avenue
18	Traffic Calming	Kalandar Street	Oriental Boulevard	Sharazad Boulevard
19	Traffic Calming	Peri Street	Seaman Avenue	NW 27 Avenue
20	Traffic Calming	Seaman Avenue	Oriental Boulevard	Jann Avenue
21	Traffic Calming	Julnar Avenue	Sultan Avenue	Peri Street
22	Traffic Calming	Sultan Avenue	Perviz Avenue	Oriental Boulevard
23	Traffic Calming	Harem Avenue	Perviz Avenue	Sultan Avenue
24	Traffic Calming	Bahman Avenue	Arabia Avenue	Jann Avenue
25	Traffic Calming	Arabia Avenue	Perviz Avenue	Curtiss Drive
26	Traffic Calming	Curtiss Drive	Perviz Avenue	Sultan Avenue
27	Traffic Calming	Curtiss Drive	Perviz Avenue	Harem Avenue
28	Traffic Calming	Harem Avenue	Douglas Road	Perviz Avenue
29	Traffic Calming	NW 27 Avenue	Superior Street	NW 26 Avenue
30	Traffic Calming	York Street	NW 26 Avenue	NW 23 Avenue
31	Traffic Calming	NW 139 Street	NW 26 Avenue	NW 23 Avenue
32	Traffic Calming	NW 140 Street	NW 26 Avenue	NW 23 Avenue
33	Traffic Calming	NW 23 Avenue	Superior Street	NW 141 Street
34	Traffic Calming	NW 24 Avenue	NW 139 Street	Superior Street
35	Traffic Calming	Atlantic Avenue	NW 27 Avenue	NW 135 Terrace
36	Traffic Calming	NW 23 Avenue	NW 136 Street	Superior Street
37	Traffic Calming	NW 24 Avenue	Burlington Street	NW 143 Street
38	Traffic Calming	NW 23 Place	Burlington Street	NW 143 Street
39	Traffic Calming	NW 23 Court	Burlington Street	NW 143 Street
40	Traffic Calming	NW 22 Place	Burlington Street	NW 143 Street
41	Traffic Calming	NW 22 Court	Burlington Street	NW 143 Street
42	Traffic Calming	NW 143 Street	NW 143 Street	NW 22 Avenue
43	Traffic Calming	Rutland Street	Rutland Street	NW 22 Avenue
44	Traffic Calming	NW 23 Avenue	Service Road	Rutland Street
45	Traffic Calming	NW 143 Street	Service Road	NW 143 Street
46	Traffic Calming	NW 24 Avenue	Service Road	NW 143 Street
47	Traffic Calming	Service Road	Burlington Street	NW 22 Avenue
48	Traffic Calming	Wilmington Street	NW 22 Avenue	NW 22 Avenue
49	Traffic Calming	Service Road	NW 18 Avenue	NW 22 Avenue
50	Traffic Calming	NW 20 Avenue	York Street	Service Road
51	Traffic Calming	York Street	NW 22 Avenue	NW 20 Avenue
52	Traffic Calming	Burlington Street	NW 22 Avenue	SW 19 Court
53	Traffic Calming	NW 21 Court	York Street	Wilmington Street
54	Intersection	Jann Avenue and Seaman Avenue		
55	Intersection	Jann Avenue and Bagdad Avenue		
56	Intersection	Ali Baba Avenue and NW 24 Court		

Low Cost and High Impact Projects: Opa-locka requires urgent funding assistance to advance the implementation of its proposed safety projects. While the city has already secured budget to support quick-build improvements for FY 2026 as part of its CIP, further financial resources are necessary to support comprehensive safety upgrades across its transportation network. To bridge this funding gap, Opa-locka will be requesting additional appropriations through the Miami-Dade County PTP half-penny charter county sales surtax in the next funding appropriation cycle. This will support further implementation of recommended safety improvements outlined in the CSAP. Additionally, through this SS4A grant assistance funding application, the city is also seeking funding for projects detailed in **Table 1**, further reinforcing its commitment to targeted infrastructure upgrades that address critical safety concerns. The following budget summary, detailed in **Table 2**, outlines the financial requirements needed to execute these projects effectively and advance Opa-locka’s transportation safety and mobility goals.

Table 2: Proposed Projects and Cost

Treatment Type	Planning Level Estimated Cost	Percentage
Traffic Calming such as raised crosswalks, speed humps, and curb extensions	\$2,290,677.37	98%
Intersection Improvements	\$48,715.68	2%

Traffic calming and intersection improvement costs were estimated using GIS technology to measure roadway distances and establish accurate projections. Budget allocations were structured to account for critical components of implementation. Planning and engineering costs were set at 15%, while construction, engineering, and inspection expenses were allocated 12%. To accommodate utility adjustments, 15% was designated for utility relocation.

Additional factors were incorporated to enhance urban design. Landscape improvements received 10%, while hardscape and streetscape enhancements were allocated another 10%. To address unforeseen challenges, a 20% contingency was included. All cost estimates are derived from FDOT Item Average Unit Cost data for Area 13, encompassing Miami-Dade and Monroe Counties, for the period September 1, 2023, to August 31, 2024. This approach ensured alignment with standard industry pricing, providing a structured financial framework to support planned roadway safety improvements.

Proven Countermeasures and Complete Streets: In Opa-locka, high-speed travel along arterial streets has contributed to 35% of serious injury and fatal pedestrian collisions, with many incidents occurring between intersections. To address these safety concerns, the city has identified targeted countermeasures to improve pedestrian safety on 6 miles of arterial roadways, where elevated speeds and significant risk factors make walking conditions hazardous.

- **Local and Collector Traffic Calming Treatments:** Additionally, local and collector streets, spanning 15 miles, have been prioritized for traffic calming improvements. These corridors experience 85th percentile speeds exceeding posted limits by 5–15 mph, making speed management essential to reducing crash risks. All proposed traffic calming locations part of this grant funding assistance application are situated within underserved communities and on the High Injury Network, ensuring resources are directed where they are most needed. Key interventions include:

- **Speed humps**, proven to slow vehicles and reduce crashes by 40–50%.
- **Curb extensions**, which improve pedestrian visibility, lower vehicle turning speeds, and minimize pedestrian exposure.
- **Raised medians**, reducing overall collision rates by up to 39%.
- **Raised crosswalks**, enhancing pedestrian safety by slowing vehicles and reducing pedestrian-related crashes by 46%.
- **Commitment to Safer Streets:** By prioritizing these traffic calming and pedestrian safety enhancements, Opa-locka is working to establish a safer, more navigable roadway network, particularly for vulnerable road users in the city’s most at-risk communities. Additionally, the city has recently passed Ordinance No. 2025-12, supporting the establishment of a Complete Streets policy as a result of the adoption of the Action Plan (*see Appendix D for reference*). The city will pursue for additional funding to develop a Complete Streets Master Plan through the Miami-Dade Transportation Planning Organization Municipal Grant Program for FY2026.

Safe Systems Approach: Opa-locka’s Vision Zero strategy is fully aligned with the National Roadway Safety Strategy, incorporating the Safe System approach, which focuses on three core principles: safer people, safer speeds, and safer roads. Building on previous traffic safety initiatives, the proposed treatments part of this grant assistance application target high-speed arterial and local corridors, where additional calming measures are essential. The plan introduces raised intersections, medians, crosswalks, and curb extensions to reduce conflicts and enhance roadway safety. By emphasizing Safe Roads and Safe Speeds, the strategy prioritizes street design improvements that lower vehicle speeds, minimize risk, and enhance mobility for vulnerable residents, particularly in underserved communities where pedestrian safety is a pressing concern.

C. Engagement and Collaboration

Opa-locka’s investment efforts are heavily focused on underserved communities, with approximately 80% of grant assistance funding allocated to these areas. This approach aligns with high-risk locations experiencing the highest rates of fatal and serious injury collisions, a priority identified through community engagement efforts and verified data analysis.

To supplement this data-driven approach, the city utilized the public comments map developed during the CSAP process. This tool helped identify intersections and street segments that were previously unrecognized in desktop reviews, ensuring a more comprehensive assessment of priority areas. Beyond these critical zones, the city is also implementing strategic improvements to key connectors and destinations that serve these communities, enhancing broader accessibility and safety.

Targeted Safety Investments: Using the underserved communities metrics set forth in the FY2025 SS4A NOFO, the city prioritized projects in census tracts 5.03, 5.04, and 5.05, which include areas facing significant economic challenges and high demographic diversity. Many of these neighborhoods have long been flagged by city staff, the Opa-locka Police Department, and non-profit organizations such as Ten North Group, as needing safety improvements. The city’s Vision Zero efforts have garnered strong stakeholder support, with many participants actively contributing to the action planning task force, engaging in roadway safety initiatives, and reinforcing these commitments through formal letters of support, available in *Appendix D*. Their collaboration has played a key role in shaping the city’s approach to traffic safety improvements, ensuring alignment with community needs and long-term transportation goals.

Public Engagement in Project Implementation: Opa-locka prioritizes community engagement throughout the implementation of traffic calming improvements to ensure transparency and public involvement. Before construction begins, residents will receive notices detailing project scope and timelines. The city will host workshops and Commission meetings to share updates, gather feedback, and incorporate local input into the final design. During construction, regular updates on road closures and progress will be provided through emails and social media to minimize disruptions. After completion, the city will organize events to celebrate improvements and acknowledge community contributions. This approach fosters an inclusive, transparent process that enhances safety and connectivity across Opa-locka.

Advancing Safety Through Collaboration: Ongoing collaboration with partner agencies has reinforced the importance of a coordinated approach to roadway safety, driving city leadership to adopt design-driven interventions aligned with the Safe System approach. Building on these partnerships, Opa-locka will pursue for additional funding to update the CSAP with a focus on enhanced monitoring of safety countermeasures to evaluate effectiveness, stronger interagency collaboration to streamline implementation, greater transparency in progress tracking to ensure long-term success in reducing roadway risks (*See Section D – Supplemental Planning*).

As part of this effort, the Opa-locka Police Department has remained actively engaged in community events and task force meetings. During one such meeting, an officer highlighted key pedestrian and bicycle safety initiatives, including the launch of a Pedestrian and Bicycle Program to educate residents on safe travel, the strategic placement of red-light cameras at high-crash locations to improve enforcement and deterrence, and additional red-light camera installations near schools, creating safer crossings for students. These coordinated efforts reinforce the city's commitment to roadway safety, ensuring that data-driven interventions and collaborative strategies remain central to transportation planning. This approach will continue throughout the implementation of improvements, maintaining transparency as road safety measures progress toward achieving the city's long-term safety goals.

D. Supplemental Planning and Demonstration Activities

As outlined in the FY 2025 SS4A NOFO, the City of Opa-locka submitted its Self-Certification Eligibility Worksheet in May 2025 (see *Appendix E for reference*) and received confirmation that the required components were deemed eligible for applying for an FY 2025 SS4A Implementation grant. However, the City's Action Plan requires updates, as two eligibility components—Component 2 (Planning Structure) and Component 7 (Progress and Transparency)—were not fully met.

To address these eligibility gaps, the City of Opa-locka is requesting supplemental planning funds to fully comply with SS4A Action Plan requirements. This effort will include: (1) developing a comprehensive governance structure for implementation oversight, and (2) creating a publicly accessible dashboard and performance monitoring system. These updates will be completed within 12 months of the grant award, ensuring that the Action Plan meets all SS4A eligibility criteria and supports future implementation phases.

4. PROJECT READINESS

The projects outlined in this application focus on traffic calming and intersection improvements, utilizing proven treatments that have been successfully implemented within Opa-locka's roadway network. As detailed in the Traffic Calming Report (*see Appendix B for reference*), these countermeasures are standardized, effective, and require minimal complexity, allowing for a streamlined implementation process with fewer delays.

Each proposed project adheres to existing roadway standards without requiring modifications to local, state, or federal regulations. Additionally, none of the identified locations fall under state or county jurisdiction—all improvements will be made exclusively within Opa-locka's right-of-way. This ensures the city maintains full control over execution, avoiding complications related to jurisdictional approvals or interlocal agreements. Furthermore, no property acquisition is necessary, eliminating potential legal or administrative hurdles and enabling a smoother project timeline. To ensure efficient project delivery using federal aid, the city has carefully assessed potential risks and developed proactive strategies to mitigate delays. This includes incorporating a 20% contingency in all proposed projects to address unforeseen challenges, maintaining close coordination with City Management and Public Works Departments to ensure funds are allocated appropriately, and establishing a timeline to complete all projects within five years of executing the grant agreement.

By anticipating potential obstacles and implementing proactive strategies, Opa-locka is positioned to deliver safety and transportation improvements efficiently, ensuring projects stay on schedule while meeting the intended objectives of the SS4A program. Careful planning and coordination led by an Implementation Task Force will facilitate smooth implementation, minimizing delays and maximizing impact. Below is a summary of Opa-locka's readiness to implement these improvements:

- **Budget:** The estimated budget is detailed in *Appendix F*, with a total requested amount of \$2,500,000 allocated for 56 proposed projects and to update the CSAP.
- **Schedule:** The plan includes 56 projects, covering traffic calming and intersection improvements. If awarded, implementation is expected to be completed within five years, following a structured timeline.
- **Permits and Approvals:** Since all projects are within Opa-locka's roadway network, the permitting process will be streamlined and expedited, supporting the city's commitment to achieving its Vision Zero goal by 2030.
- **National Environmental Policy Act (NEPA) Classification and Status:** The proposed projects are classified as low complexity, as they do not require right-of-way acquisition or geometric design changes. Projects have been preliminarily screened and are expected to fall within Categorical Exclusion (CATEX) under NEPA, as they primarily involve replacing existing facilities and do not create significant environmental impacts.
- **Transportation Improvement Program (TIP):** Opa-locka will pursue additional funding through the Miami-Dade TPO's TIP, with an application planned for FY2026 for the period FY2027 – FY2032. These efforts will ensure sustained investment in long-term roadway improvements beyond the initial grant scope. Through strategic planning, risk mitigation, and ongoing coordination, Opa-locka is prepared to execute these projects effectively, enhancing roadway safety, mobility, and overall transportation infrastructure for the community.

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING CHANGE ORDER NO. 1 WITH H&R PAVING, INC. FOR THE 21 COURT SIDEWALK CONSTRUCTION PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City completed the NW 21 Court Sidewalk Construction Project to enhance pedestrian safety and accessibility along NW 21 Court between Wilmington Street and Burlington Street, within the City; and

WHEREAS, during construction, unforeseen field conditions required additional work beyond the original contract scope; and

WHEREAS, the contractor, H&R Paving, Inc., submitted Change Order No. 1 in the amount of Eighteen Thousand, Eight Hundred Sixty-Three Dollars and Eighty-Eight Cents (\$18,863.88) to compensate for the additional work performed; and

WHEREAS, the additional work was necessary to complete the project and provide a continuous, Americans with Disabilities (ADA) compliant pedestrian facility; and

WHEREAS, the change order consists of the following additional work: (i) an additional 2,000.75 square feet of 6-inch concrete sidewalk and driveway construction, primarily due to three driveway replacements that were not identified during design and therefore were not included in the original bid quantities; (ii) additional concrete removal and excavation, including 676.14 square feet of concrete removal and 125.75 cubic yards of excavation, due to unforeseen subsurface conditions and previously installed concrete discovered beneath sod-covered swale areas; and (iii) three additional meter boxes furnished and installed to accommodate existing utility infrastructure encountered during construction and to ensure proper functionality and accessibility following completion of the sidewalk improvements; and

WHEREAS, approval of Change Order No. 1 will increase the contract amount by Eighteen Thousand Eight Hundred Sixty-Three Dollars and Eighty-Eight Cents (\$18,863.88), resulting in a total contract value of One Hundred Forty-Six Thousand Four Hundred Eighteen Dollars and Thirty-Eight Cents (\$146,418.38), and funding is available within the project budget; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to approve Change Order No.1 with H&R Paving, Inc. for the NW 21 Court Sidewalk Construction Project in the amount of Eighteen Thousand, Eight Hundred Sixty-Three Dollars and Eighty-Eight Cents (\$18,863.88).

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 approves Change Order No. 1 with H&R Paving, Inc. for the NW 21 Court Sidewalk Construction Project in the amount of Eighteen Thousand, Eight Hundred Sixty-Three Dollars and Eighty-Eight Cents (\$18,863.88).

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:	Airia Austin		Department Director Signature:				
City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	06.24.2026	Item Type:	Resolution	Ordinance	Other		
		(Enter X in box)	X				
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading			
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X			X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:	RFP # <i>Piggyback Contract</i>			
	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:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA APPROVING CHANGE ORDER NO. 1 WITH H&R PAVING, INC. FOR THE NW 21 COURT SIDEWALK CONSTRUCTION PROJECT.

Staff Summary:

The NW 21 Court Sidewalk Construction Project was completed to enhance pedestrian safety and accessibility along NW 21 Court between Wilmington Street and Burlington Street. During construction, unforeseen field conditions required additional work beyond the original contract scope.

The contractor, H&R Paving, Inc., submitted Change Order No. 1 in the amount of \$18,863.88 to compensate for the additional work performed. This change order increases the contract amount from \$127,554.50 to \$146,418.38. The additional work was necessary to complete the project and provide a continuous, ADA-compliant pedestrian facility.

The change order consists of the following:

Additional Sidewalk and Driveway Construction

An additional 2,000.75 square feet of 6-inch concrete sidewalk and driveway construction was required, primarily due to three driveway replacements that were not identified during design and therefore were not included in the original bid quantities. Several existing driveways were also found to be significantly deteriorated due to cracking, settlement, and tree root intrusion, requiring removal and replacement. In some locations, driveway flares were extended to improve access and provide smoother transitions between the roadway and adjacent properties.

Additional Concrete Removal and Excavation

An additional 676.14 square feet of concrete removal and 125.75 cubic yards of excavation were required due to unforeseen subsurface conditions. During construction, previously installed concrete was discovered beneath sod-covered swale areas and was not visible during design or preconstruction inspections. Removal of the hidden concrete and associated excavation was necessary to construct the sidewalks and driveways in accordance with project requirements.

Additional Meter Box Adjustments

Three additional meter boxes were furnished and installed to accommodate existing utility infrastructure encountered during construction and to ensure proper functionality and accessibility following completion of the sidewalk improvements.

Financial Impact- Approval of Change Order No. 1 will increase the contract amount by **\$18,863.88**, resulting in a total contract value of **\$146,418.38**. Funding is available within the project budget.

Account	Description	Available	Project	Remaining Balance
41-5541340	Other Contracted Services	35,526.56	NW 21 CT Sidewalk Replacement	\$16,662.68

Proposed Action:

Staff recommends approval of this agreement.

Attachment:

Change Order

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO (OWNER):
CITY OF OPA-LOCKAPROJECT:
IFB 1115382

APPLICATION NO: 4-CO

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 3/19/2026

FROM (CONTRACTOR):
H&R Paving, Inc.
1955 NW 110th Ave., Miami, FL 33172

VIA (ARCHITECT):

PROJECT NO: IFB 1115382

CONTRACT FOR: VARIOUS LOCATIONS

Application Date 3/19/2026

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0.00	0.00
Approved this Month		\$18,863.88	-
Number	Date Approved		
TOTALS		\$ 18,863.88	-
Net change by Change Orders		\$ 18,863.88	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 3/19/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$127,554.50
2. Net change by Change Orders	\$	18,863.88
3. CONTRACT SUM TO DATE	\$	146,418.38
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	146,418.41
5. RETAINAGE		
a. 0%	\$	0.00
(Column D + E on G703)		
b. _____% of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Line 5A + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	146,418.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	127,554.52
8. CURRENT PAYMENT DUE	\$	18,863.88
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	

State of: Florida County of: Miami-Dade
Subscribed and sworn to before me this 19 TH day of MARCH 2026
Notary Public:
My Commission expires:

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or

H&R PROJECT NO.: 3140

APPLICATION NO: 4-CO

Page: 2 of 2

CONTRACT NO.:

APPLICATION DATE:

NW 21 CT FROM WILMINGTON TO BURLINGTON

Period To: 3/19/2026

Item #	Description	Unit	Qty	Unit Price	Contract Amount	Previous		This Period		Job to Date		Percent Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1	MOBILIZATION, ROADWAY COMPLETE	LS		\$5,000.00	\$0.00		\$0.00		\$0.00		\$0.00	
2	MOBILIZATION, ASPHALT -	LS		\$1.00	\$0.00		\$0.00		\$0.00		\$0.00	
3	MOBILIZATION, PATCHING	LS		\$1.00	\$0.00		\$0.00		\$0.00		\$0.00	
4	MOBILIZATION, SIDEWALKS/CURBING	LS	1.00	\$1,500.00	\$1,500.00		\$1,500.00		\$0.00		\$1,500.00	
5	MOBILIZATION, STRIPING	LS		\$300.00	\$0.00		\$0.00		\$0.00		\$0.00	
6	MOBILIZATION, ASPHALT STAMPING/PAINTING	LS		\$1.00	\$0.00		\$0.00		\$0.00		\$0.00	
7	RE-MOBILIZATION	LS		\$1.00	\$0.00		\$0.00		\$0.00		\$0.00	
8	NIGHTTIME/SUNDAY WORK ADD-ON	ED		\$5,000.00	\$0.00		\$0.00		\$0.00		\$0.00	
9	ROADWAY BASE SOIL ASSESSMENT, CONDITION A	SF		\$3.00	\$0.00		\$0.00		\$0.00		\$0.00	
10	ROADWAY BASE SOIL ASSESSMENT, CONDITION B	SF		\$3.00	\$0.00		\$0.00		\$0.00		\$0.00	
11	BARRICADES CONES/DRUMS	ED	100.00	\$0.50	\$50.00		\$40.00		\$0.00		\$40.00	
12	BARRICADES TYPE II -	ED		\$0.50	\$0.00		\$0.00		\$0.00		\$0.00	
13	BARRICADES TYPE III	ED		\$0.50	\$0.00		\$0.00		\$0.00		\$0.00	
14	WORK ZONE SIGNAGE	ED	25.00	\$100.00	\$2,500.00		\$1,800.00		\$0.00		\$1,800.00	
15	FLASHING ARROW BOARD	ED		\$10.00	\$0.00		\$0.00		\$0.00		\$0.00	
16	VARIABLE MESSAGE SIGN (VMS)	ED		\$25.00	\$0.00		\$0.00		\$0.00		\$0.00	
17	RE-GRADE EXISTING SWALE	SY		\$50.00	\$0.00		\$0.00		\$0.00		\$0.00	
18	BAHIA GRASS SOD	SF		\$5.00	\$0.00		\$0.00		\$0.00		\$0.00	
19	ST AUGUSTINE FLORATAM GRASS SOD	SF		\$5.00	\$0.00		\$0.00		\$0.00		\$0.00	
20	ASPHALT REMOVAL 0-2"	SY	141.00	\$25.00	\$3,525.00		\$2,945.75		\$0.00		\$2,945.75	
21	ASPHALT REMOVAL 2"-4"	SY		\$25.00	\$0.00		\$0.00		\$0.00		\$0.00	
22	ASPHALT REMOVAL >4"	SY		\$25.00	\$0.00		\$0.00		\$0.00		\$0.00	
23	CONCRETE REMOVAL 0-6"	SF	9,945.00	\$2.79	\$27,746.55		\$33,313.60	676.14	\$1,886.43		\$35,200.04	
24	CONCRETE REMOVAL 6"-12"	SF		\$5.00	\$0.00		\$0.00		\$0.00		\$0.00	
25	EXCAVATION	CY	257.89	\$30.00	\$7,736.70		\$2,216.10	125.75	\$3,772.50		\$5,988.60	
26	STABILIZED SUBGRADE	CY		\$20.00	\$0.00		\$0.00		\$0.00		\$0.00	
27	LIMEROCK BASE	CY		\$30.00	\$0.00		\$0.00		\$0.00		\$0.00	
28	MILL AND DISPOSE EXISTING ASPHALT -	SY		\$5.00	\$0.00		\$0.00		\$0.00		\$0.00	
29	MILL AND DISPOSE EXISTING ASPHALT, ADD-ON	SY		\$1.00	\$0.00		\$0.00		\$0.00		\$0.00	
30	1" SUPERPAVE ASPHALT, TYPE SP-9.5 -	SY		\$7.00	\$0.00		\$0.00		\$0.00		\$0.00	
31	1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5-	SY		\$10.41	\$0.00		\$0.00		\$0.00		\$0.00	
32	2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5	SY		\$14.00	\$0.00		\$0.00		\$0.00		\$0.00	
33	1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5	SY		\$8.00	\$0.00		\$0.00		\$0.00		\$0.00	
34	1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5	SY		\$12.00	\$0.00		\$0.00		\$0.00		\$0.00	
35	2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5	SY		\$16.00	\$0.00		\$0.00		\$0.00		\$0.00	
36	POTHOLE REPAIRS	SF		\$5.00	\$0.00		\$0.00		\$0.00		\$0.00	
37	CRACK SEAL	LF		\$5.00	\$0.00		\$0.00		\$0.00		\$0.00	
38	UTILITY ADJUSTMENT, STORMWATER INLET	EA		\$250.00	\$0.00		\$0.00		\$0.00		\$0.00	
39	UTILITY ADJUSTMENT, MANHOLE	EA	2.00	\$500.00	\$1,000.00		\$1,000.00		\$0.00		\$1,000.00	
40	UTILITY ADJUSTMENT, WATER METER	EA	6.00	\$300.00	\$1,800.00		\$2,400.00		\$0.00		\$2,400.00	
41	REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET	EA		\$500.00	\$0.00		\$0.00		\$0.00		\$0.00	
42	REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER	EA		\$500.00	\$0.00		\$0.00		\$0.00		\$0.00	
43	REPAIR CONCRETE MANHOLE/INLET	EA		\$1,000.00	\$0.00		\$0.00		\$0.00		\$0.00	
44	CONCRETE CURB AND GUTTER REMOVAL	LF	66.00	\$15.00	\$990.00		\$915.00		\$0.00		\$915.00	
45	CONCRETE CURB, NON-REINFORCED	LF	66.00	\$25.00	\$1,650.00		\$1,525.00		\$0.00		\$1,525.00	
46	CONCRETE CURB, REINFORCED	LF		\$36.00	\$0.00		\$0.00		\$0.00		\$0.00	
47	CONCRETE CURB AND GUTTER, NON-REINFORCED	LF		\$25.00	\$0.00		\$0.00		\$0.00		\$0.00	
48	CONCRETE CURB AND GUTTER, REINFORCED	LF		\$36.00	\$0.00		\$0.00		\$0.00		\$0.00	

H&R PROJECT NO.: 3140

APPLICATION NO: 4-CO

Page: 2 of 2

CONTRACT NO.:

APPLICATION DATE:

NW 21 CT FROM WILMINGTON TO BURLINGTON

Period To: 3/19/2026

Item #	Description	Unit	Qty	Unit Price	Contract Amount	Previous		This Period		Job to Date		Percent Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
49	CONCRETE DROP CURB OR VALLEY GUTTER, NON	LF		\$25.00	\$0.00		\$0.00		\$0.00		\$0.00	
50	CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED	LF		\$36.00	\$0.00		\$0.00		\$0.00		\$0.00	
51	LIMEROCK CURB AND GUTTER PAD -	LF		\$8.00	\$0.00		\$0.00		\$0.00		\$0.00	
52	6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD	SF	5,969.29	\$6.60	\$39,397.31		\$51,871.31	2,000.75	\$13,204.95		\$65,076.26	
53	4" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD	SF	8,217.94	\$4.40	\$36,158.94		\$25,627.76		\$0.00		\$25,627.76	
54	HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY S	CY		\$200.00	\$0.00		\$0.00		\$0.00		\$0.00	
55	REMOVE, STORE, AND RESET PAVERS	SF		\$10.00	\$0.00		\$0.00		\$0.00		\$0.00	
56	DETECTABLE WARNINGS	SF	70.00	\$50.00	\$3,500.00		\$2,400.00		\$0.00		\$2,400.00	
57	ROADSIDE SIGNS, SINGLE POST	AS		\$360.00	\$0.00		\$0.00		\$0.00		\$0.00	
58	ROADSIDE SIGNS, SIGN ONLY	AS		\$180.00	\$0.00		\$0.00		\$0.00		\$0.00	
59	RELOCATE/RESET EXISTING POST AND SIGN	EA		\$240.00	\$0.00		\$0.00		\$0.00		\$0.00	
60	ROADWAY/HIGHWAY DELINEATOR	EA		\$72.00	\$0.00		\$0.00		\$0.00		\$0.00	
61	REFLECTIVE PAVEMENT MARKERS	EA		\$4.20	\$0.00		\$0.00		\$0.00		\$0.00	
62	PAVEMENT MARKING REMOVAL	LF		\$1.20	\$0.00		\$0.00		\$0.00		\$0.00	
63	THERMOPLASTIC PAVEMENT MESSAGES	EA		\$216.00	\$0.00		\$0.00		\$0.00		\$0.00	
64	THERMOPLASTIC DIRECTIONAL ARROWS	EA		\$96.00	\$0.00		\$0.00		\$0.00		\$0.00	
65	THERMOPLASTIC BIKE LANE MARKINGS	EA		\$360.00	\$0.00		\$0.00		\$0.00		\$0.00	
66	GREEN BIKE LANE COATINGS	SY		\$144.00	\$0.00		\$0.00		\$0.00		\$0.00	
67	RED BUS LANE COATINGS -	SY		\$144.00	\$0.00		\$0.00		\$0.00		\$0.00	
68	SOLID SINGLE 6" THERMOPLASTIC STRIPING	LF		\$2.40	\$0.00		\$0.00		\$0.00		\$0.00	
69	SOLID DOUBLE 6" THERMOPLASTIC STRIPING	LF		\$4.80	\$0.00		\$0.00		\$0.00		\$0.00	
70	SOLID SINGLE 8" THERMOPLASTIC STRIPING	LF		\$1.20	\$0.00		\$0.00		\$0.00		\$0.00	
71	SOLID DOUBLE 8" THERMOPLASTIC STRIPING	LF		\$1.20	\$0.00		\$0.00		\$0.00		\$0.00	
72	SOLID SINGLE 12" THERMOPLASTIC STRIPING	LF		\$3.60	\$0.00		\$0.00		\$0.00		\$0.00	
73	SOLID SINGLE 18" THERMOPLASTIC STRIPING	LF		\$4.80	\$0.00		\$0.00		\$0.00		\$0.00	
74	SOLID SINGLE 24" THERMOPLASTIC STRIPING	LF		\$6.00	\$0.00		\$0.00		\$0.00		\$0.00	
75	THERMOPLASTIC GUIDELINES -	LF		\$2.40	\$0.00		\$0.00		\$0.00		\$0.00	
76	THERMOPLASTIC 10'-30' SKIP LINES	LF		\$2.40	\$0.00		\$0.00		\$0.00		\$0.00	
77	PATTERNED ASPHALT STAMPING	SF		\$20.00	\$0.00		\$0.00		\$0.00		\$0.00	
78	STAMPED ASPHALT PAINTING	SF		\$30.00	\$0.00		\$0.00		\$0.00		\$0.00	
79	DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON	EA		\$30,000.00	\$0.00		\$0.00		\$0.00		\$0.00	
80	REPLACE TRAFFIC LOOP -	EA		\$2,500.00	\$0.00		\$0.00		\$0.00		\$0.00	
81	Special Provision 1 REMOVAL OF EXISTING HAND RAIL	LS		\$50,000.00	\$0.00		\$0.00		\$0.00		\$0.00	
82	Special Provision 2	LS		\$100,000.00	\$0.00		\$0.00		\$0.00		\$0.00	
83	Solid Marking Tape Includes labor	LF		\$26.25	\$0.00		\$0.00		\$0.00		\$0.00	
84	New Sheild Sign 16 x 15	EA		\$2,404.50	\$0.00		\$0.00		\$0.00		\$0.00	
							\$0.00		\$18,863.88			
							\$127,554.52		\$18,863.88		\$146,418.41	









Item No.	Description	Qty	Unit	Unit Price	Value
4	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
11	Barricades Cones / Drums	100	EA	\$ 0.50	\$ 50.00
14	Work Zone Signage	15	EA	\$ 100.00	\$ 1,500.00
20	Asphalt Removal 0-2"	140.06	SY	\$ 25.00	\$ 3,501.50
23	Concrete Removal 0-6"	9,945.00	SF	\$ 2.79	\$ 27,746.55
25	Excavation - Base Prep. For New Sidewalk	100	CY	\$ 30.00	\$ 3,000.00
39	Utility Adjustment, Manhole	2	EA	\$ 500.00	\$ 1,000.00
40	Utility Adjustment, Water Meter	6	EA	\$ 300.00	\$ 1,800.00
52	6" Thick Concrete Sidewalk / Driveway	7,984	SF	\$ 6.60	\$ 52,694.40
53	4" Thick Concrete Sidewalk	7,355	SF	\$ 4.40	\$ 32,362.00
54	Detectable Warning	48	SF	\$ 50.00	\$ 2,400.00
TOTALS					\$ 127,554.45

NEW Sidewalk Construction 2026

Street Name	From	To
Burlington St.	NW 22 nd Ave.	NW 21 st Ct.
Burlington St.	NW 21 st Ct.	Park Entrance
NW 21 st Ct.	Burlington St.	Wilmington St.

Existing Sidewalk **DOES NOT** Meet FDOT Standards



Proposed Sidewalk Location Complies with FDOT Standards



Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA FOR ANNEXATION AREA A AND ANNEXATION AREA B; FURTHER DIRECTING THE CITY MANAGER TO PURSUE POSSIBLE ANNEXATION OPTIONS, INCLUDING ANNEXATION OF AREA C; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Commission of the City of Opa-Locka approved the issuance of RFP No. 24-1023200 to solicit competitive proposals for Consultant Services of Annexation Reports, which Request for Proposal was published on September 18, 2024; and

WHEREAS, one (1) company submitted a proposal document which was certified by the City Clerk on October 23, 2024, however, pursuant to Resolution 25-036 that proposal were rejected; and

WHEREAS, the City Manager seeks approval to re-issue a Request for Proposals to solicit a qualified consultant for updating the data required for the areas considered in the boundary change applications previously submitted to Miami-Dade County in 2013, identified as Annexation Area A and Annexation Area B, as it has been more than ten years since that submission; and

WHEREAS, before the previous submission, the City investigated annexation options and annexation feasibility studies were performed which identified Annexation Area A and Annexation Area B, as areas to be considered in the boundary change applications submitted to Miami-Dade County, and the feasibility study provided useful information in identifying reasons for annexations, such as the acquisition of industrial and commercial property, increased tax revenues, and the expansion of the City borders; and

WHEREAS, the City Commission still desires to expand the boundary of the City through the annexation of Area A and/or Area B, and authorize the resubmission of the boundary change applications, which requires a data update from what was provided in 2013; and

WHEREAS, in addition, the City of Opa-Locka ("City") desires to direct the City Manager to pursue possible annexation options for the City, including areas identified as

“Annexation Area C,” and to identify other unincorporated portions of Miami-Dade County that border the City of Opa-Locka for potential future annexation with Commission approval; and

WHEREAS, the expense for this study is subject to the competitive bidding and will be funded from the Community Development Professional Services Account 37-515312, Professional Services, with available funding of One Hundred Forty-Six Thousand, Nine Hundred Five Dollars (\$146,905.00), a project amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), and a remaining balance of \$21,905.00, and this expenditure will have no impact on the long-term sustainability of General Fund operations since it is a one-time expenditure; and

WHEREAS, The City Commission finds that it is in the best interest of the City and its residents to authorize the City Manager to issue a Request for Proposals (RFP), attached hereto as Exhibit “A”, for a qualified consultant to update the annexation report data for Annexation Area A and Annexation Area B, and further directs the City Manager to pursue possible annexation options for the City, including Annexation Area C and other unincorporated portions of Miami-Dade County that border the City of Opa-Locka for potential future annexation, subject to Commission approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request for Proposals (RFP), attached hereto as Exhibit “A”, for a qualified consultant to update the annexation report data for Annexation of Area A and Annexation Area B, and further direct the City Manager to pursue possible annexation options for the City, including Annexation Area C and other unincorporated portions of Miami-Dade County that border the City of Opa-Locka for potential future annexation, subject to Commission approval.

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:	Gregory D. Gay		Department Director Signature:					
City Manager:	Sha'mecca Lawson		CM Signature					
Commission Meeting Date:	6.24.2026	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			
					X			
		X	Public Hearing: (Enter X in box)		Yes	No	Yes	No
		X					X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)		Yes		No	
					X			
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:					
	X							
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X							
Sponsor Name	City Manager		Department:		Planning & Community Development			

Short Title:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA, FOR AREA A, AREA B AND AREA C INTO THE MUNICIPAL BOUNDRIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City Commission approved the issuance of RFP No. 24-1023200 to solicit competitive proposals for Consultant Services of Annexation Reports. The Request For Proposal was published on September 18, 2024 in which one (1) company submitted a proposal document which was certified by the City Clerk on October 23, 2024. Pursuant to 25-036 all proposal were rejected based on the low response of quality bidders.

The City Manager is seeking approval to re-issue a Request For Proposals to have a qualified Consultant update the data required for the areas considered in the boundary change applications previously submitted to Miami-Dade County in 2013 identified as Annexation Area A and Annexation Area B as it has been over ten

years since that submission. Before the previous submission the City investigated annexation options and annexation feasibility studies were done which identified Annexation Area A and Annexation Area B as area to be considered in the boundary change applications submitted to Miami-Dade County. The feasibility study provided useful information in identifying reasons for annexations, such as the acquisition of industrial and commercial property, increased tax revenues, and the expansion of the City borders. The City Commission still desires to expand the boundary of the city through the annexation of Area A and the annexation of Area B and authorize the resubmission of the boundary change applications which requires a data update from what was provided in 2013.

Also, in consideration, the City of Opa-locka hereby directs the City manager to pursue possible annexation options for the City, including Areas identified as “Annexation Area C”, an area bounded by South Boundary of Opa-locka to the North, Hialeah Boundary to the west along NW 37th Avenue, the North Miami, El Portal, and Miami Shores to the East, and the City of Miami Boundary to the South, and identify other unincorporated portions of Miami-Dade County that border the City of Opa-locka for potential future annexation with Commission approval

Financial Impact

The expense for this study is subject to the competitive bidding and will be funded from the Community Development Professional Services Account.

Account	Description	Available	Project	Remaining Balance
37-515312	Professional Services	\$146,905	\$125,000	\$21,905

This expenditure will have no impact on the long-term sustainability of General Fund operations since it is a one-time expenditure.

Proposed Action:

Planning and Community Development staff recommends approval of this legislation.

Attachment:

Draft Resolution
DRAFT Request For Proposals

AGREEMENT FOR CONSULTANT SERVICES FOR ANNEXATION REPORTS

THIS IS AN AGREEMENT, dated the ____ day of _____, 2026, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

a Florida _____, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR for Consultant Services for Annexation Reports, pursuant to RFP No. 26-TBA

1.2 CITY finds it necessary to seek a professional, full-service company for Consultant Services for Annexation Reports.

1.3 CITY issued RFP 26-TBA ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, 2026, CITY selected CONTRACTOR to perform services needed that will provide services relating to Request for Proposals (RFP) 26-TBA.

1.5 Contractor's firm will be responsible for assisting the City in the development and approval of its annexation applications.

1.6 Contractor shall stay compliant with state and local laws and Miami-Dade County and other regulations necessary to obtain approvals for annexation.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 26-TBA, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services and the Contractor's Response, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 26-TBA.

2.3 CONTRACTOR shall work together with CITY to review, compile new data and prepare an update of the 2013 Annexation Reports for areas A and B to be submitted **to the City of Opa-Locka**. These Reports shall be in conformance with the requirements of *Section 20-3, initiated by governing body of municipality* Code of Miami-Dade County. Tasks performed by CONTRACTOR for Area C shall conform to the requirements of the RFP.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to the RFP.

2.6 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

4.1 The CONTRACTOR hereby agrees to pay CITY for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 26-TBA.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this

Agreement.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty days (30) prior to the expiration of the date or modification of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage \$1,000,000 per occurrence (\$2,000,000 Aggregate).

5.6 Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period).

5.7 Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 per incident (Including Policy Number and Policy Period);

5.8 A certificate naming the City as an "additional insured" for General Liability is required.

5.9 Certificate holder should be addressed as follows: City of Opa-locka 780 Fisherman Street, 4th Floor Opa-locka, FL 33054

5.10 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.11 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint

employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is for twenty-four (24) months, unless terminated earlier in accordance with the terms of this Contract.

11.2 This Agreement may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 26-TBA, Exhibit "A", and the Contractor's Proposal attached hereto as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk’s Office, 780 Fisherman Street, Opa-Locka, FL 33054

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service with verified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Sha’mecca Lawson, City Manager
City of Opa-locka Municipal Complex
780 Fisherman Street, 4TH Floor
Opa-locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

Contractor: _____

Copy To: _____

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

City of Opa-locka

ATTEST:

Joanna Flores
City Clerk

BY: _____
Sha'mecca Lawson
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, PA
City Attorney

CONTRACTOR

WITNESSES:

BY: _____

Name: _____

Position: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal 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:

CITY OF OPA-LOCKA



RFP NO: 26-TBA CONSULTANT SERVICES FOR ANNEXATION REPORTS

Table of Contents

I. Proposal Guidelines

- a. Advertisement
- b. Proposal Submission
- c. Calendar Events/Important Dates
- d. Cone of Silence

II. Nature of Services Required

- a. Purpose
- b. Scope of Work
- c. Contents of Proposal

III. General Requirements

- a. Rules for Proposal
- b. Submission Guidelines
- c. References

IV. Evaluation and Selection Process

- a. Review of Proposals
- b. Evaluation Criteria

V. Attachments

- a. Proposer Qualifications
- b. Price Proposal Form
- c. Certification Regarding Debarment
- d. Drug Free Workplace
- e. Non-Collusion Affidavit
- f. Non-Discrimination Affidavit
- g. E-Verify Form
- h. Anti-Kick Back Affidavit
- i. Client Reference Form

ADVERTISEMENT



RFP 26-TBA

CONSULTANT SERVICES FOR ANNEXATION REPORTS

The City of Opa-locka, Florida, invites qualified and experienced contractors to submit sealed proposals for Consultant Services for Annexation Reports. Proposals will be received by the City of Opa-locka at the Office of the City Clerk, located at 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054. The deadline for submissions is **TBA**, by 2:00 p.m. (ET).

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.
2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Proposals. (RFP) package that arrives after the specified closing time will be returned unopened.

Instructions for Postal Mail Submission:

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 26-TBA Consultant Services for Annexation Reports.

Mailing Address:

City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com. The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 26-TBA** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Consultant Services for Annexation Reports. These services must be efficient, and economical, and adhere to industry standards and best practices. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail. However, it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. ET on TBA. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 26- CONSULTANT SERVICES FOR ANNEXATION REPORTS**

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 option 1 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP until eight (8) days before the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. The City's Procurement Officer is authorized to interpret any portion of this RFP or give information as

to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions as a written addendum. The City may post written addenda on its website up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Procurement Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise other proposals.

1-8. Contractual Agreement: This RFP and Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may

apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that it has not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office within at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must

be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City determines that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFP), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid Meeting	N/A	
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	TBA @ 5:00pm	
Due Date/Bid Opening	TBA @ 2:00 pm	
1st Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

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PART II
SCOPE OF SERVICES
CONSULTANT SERVICES FOR ANNEXATION REPORTS

The following Scope of Services details the steps by which the consultant shall assist the City in the development and approval of its annexation applications.

The scope of this project is to review, compile new data and prepare an update of the 2013 Annexation Reports for areas A and B to be submitted **to the City of Opa-Lock**. These Reports shall be in conformance with the requirements of *Section 20-3. Initiated by governing body of municipality* Code of Miami-Dade County.

The City will provide the following documents, if available: the City's Comprehensive Plan; the Future Land Use Plan Map, Existing Land Use Map, Zoning Map, and other available maps; the most current inventory of existing land uses in the City, broken out by type and acreage; the adopted budget for the current fiscal year, and Five- and Ten-Year Capital Improvements Plan; other relevant special studies or plans, and; other readily available materials that document and allow a detailed financial analysis of the City. To the extent that such documents and maps are available electronically and in editable versions, electronic copies will be provided.

Task 1 – Issue Identification and Collection of Data

Data requests will be made to facilitate the completion of the Report. All pertinent documentation from the incorporation process, including all interlocal agreements, fiscal impacts analyses and incorporation reports, will be reviewed and assessed. This will include data on services to be provided by the City. As required, meetings with City staff will be initiated to garner additional information. Meetings with property owners and adjacent municipalities will be held as deemed necessary by the City.

Task 2 – Review and Evaluation of Data

The consultant will update existing parcel data. This includes gathering data on land use amendments, rezonings, new development and development potential for the three annexation areas. Additionally, data on the following services will be gathered: Police, Fire Protection, Water Supply and Distribution, Facilities for Collection and Treatment of Sewage, Garbage and Refuse Collection and Disposal, Street Lighting, Street Construction and Maintenance, Park and Recreation Facilities and Services, Building Inspection, Zoning Administration, Local Planning Services, Special Services Not Listed Above, General Government. The tax load for the proposed annexation areas will also be calculated.

Task 3 – Develop and Prepare Draft Reports for City

Draft Reports will be developed and delivered to the City for review and comment.

Deliverable – 10 copies of draft reports and 1 electronic copy

Task 4 – Final Reports Submittal to City

Final Reports will be submitted to the City and presentations will be made to the City Commission, if required.

Deliverable – 10 copies of final reports and 1 electronic copy

Task 5 – Filing of Applications to Miami-Dade County

The required applications and Annexation Reports will be filed with Miami-Dade County.

Deliverable – 3 copies each of application and each report

Task 6 – Facilitation of County Review Process

BDPG will coordinate, facilitate and negotiate with County staff in order to meet any additional benchmarks set by the County to obtain authorization to proceed by the City Commission.

Task 7 – Miami-Dade County Annexation Review Process

Continue negotiations and attend and represent the City at all Boards, sub-committees of the Commission and Commission hearings related to said Annexation Application.

Task 8 – Documented City of Opa-locka Annexation Report

Provide documentation of prior exposure to the City's Annexation report (If Applicable).

Total Cost of Agreement –

For Area A, consisting of 56 acres:

Updates needed: Maps, land use analysis, verification letter from County, review of acreages, tax rolls processing, and department estimates. The data for Area A is strictly an update to previously submitted materials. No new legislative analysis is required

For Area B, consisting of 822 acres:

Updates needed: Map, land use analysis updates and requires new section write-ups in relation to Miami Dade County North Corridor and Rapid Transit Zone (RTZ) that permits developments within transit zones and provide verification letters from County, review of acreages, tax rolls processing, and department estimates. The data for Area B requires both an update to existing data and new narrative sections to address recent Miami Dade County legislation governing Rapid Transit Zone (RTZ) related development rights and density allowances.

For Area C [south of Area B] consists of unknown acres:

Study needed: Map, land use analysis updates and requires new section write-ups in relation to Miami Dade County North Corridor and Rapid Transit Zone (RTZ) that permits developments within transit zones and provide verification letter from County, review of acreages, tax rolls processing, department estimates to achieve a population of 34,000 [to be added to the existing municipal population of 16,000 for a total population of 50,000+1]. Area C is roughly bound by NW 135th street to the north, NW 17th avenue to the east, NW 37th Avenue [or FEC ROW to the west] and NW 87th Street to the south. The data for Area C is a comprehensive new annexation study, not an update. All statutory elements under Section 20-3 must be addressed.

Term of Contract

The Contract will take effect upon both the City's and the Contractor's signatures. It will remain valid for **twenty-four (24) months**, unless terminated earlier in accordance with the terms of this Contract. The City reserves the right to negotiate amendments, additional services, or extensions as allowed by applicable law and City procurement policies.

PART III PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 MINIMUM SUBMISSION REQUIREMENTS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in Part II of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 The fee basis should be based on the Pricing Proposal

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided Consultant Services for Annexation Reports. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must complete and submit as part of its Proposal all the following forms and/or documents.

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.

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PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP, including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make presentations and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter and Evaluation Committee during presentations is intended only for purposes of providing clarification in response to questions from the Committee.

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Agreement. The City's decisions will be final. Following the selection of firm, the expectation is that an Agreement will be executed between both parties. City staff will recommend the award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

Category	Points
Qualifications of professional personnel assigned to project. 1. Qualifications and experience of assigned staff	15
Experience and success in providing services outlined in the RFP to companies and governmental agencies. 1. Evaluation of Reference Information – Tab 7 – Section 3.2.8.	15
Resources and approach 1. Proposed plan and approach to fulfilling scope	20
Consultants prior experience with conducting City of Opa-locka Annexation Report 1. Documentation	20
Price Proposal – 1. Fees and Other Charges	30
TOTAL	100

(Balance of page intentionally left blank.)

COST PROPOSAL SHEET

Please make sure that the cost proposal includes all fixed fees, deliverables, and any other related costs that may arise if the contract is awarded to the contractor. Additionally, all project management and subcontracting expenses should be detailed in the cost proposal using the provided format.

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
Area A, consisting of 56 acres		
TOTAL	0	0

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
Area B, consisting of 822 acres		
TOTAL	0	0

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
Area C, south of Area B		
TOTAL	0	0

PROPOSER QUALIFICATIONS

The Proposer MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, indicate:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka RFP during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF
RESPONSIBILITY**

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within the three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render, in good faith, the certification required by paragraph

(a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature_____

Printed Name _____

CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Opa-locka for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____

(Name)

the _____ of _____

(Title/Position)

(Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

**CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE**

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the attached
proposal.
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any
way colluded, conspired, connived or agreed, directly or indirectly, with any other
Proposer, firm, or person to submit a collusive or sham Proposal in connection with the
Work for which the attached Proposal has been submitted; or to refrain from
Proposing in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any Proposer,
firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any
other Proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or
the Proposed Price of any other Proposer, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or
any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the Proposer or any other of its agents, representatives, owners, employees, or parties of
interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of, 20__

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors, and subcontractors will be required to register with, and use the E-Verify system to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor/Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of this affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs because of termination of the contract due to the Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin the required registration with, and use of the E-Verify system to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of this affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employee of the City of Opa-Locka or its elected officials, as a commission, kickback, reward, or gift, whether directly or indirectly, by me or any member of my firm, or by any officer of the corporation.

By: _____

Title: _____

Sworn to and subscribed before me this

___ day of _____, **2026**

Notary Public,
State of Florida at Large
My Commission Expires: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

3) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROFESSIONAL OUTDOOR SYSTEMS, LLC FOR THE INSTALLATION OF BUS BENCHES, TRASH CANS AND BUS SHELTERS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") has determined that there is a great need for additional bus benches at stops serviced by Metro Bus and City Shuttle Service; and

WHEREAS, Section 337.408, Florida Statutes, provides that benches or transit shelters, including advertising displayed on benches or transit shelters, and waste disposal receptacles, including advertising displayed thereon, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway, upon written authorization by the appropriate municipal or county government; and

WHEREAS, Section 337.408, Florida Statutes, further provides that a municipality may authorize the installation, without public bid, of benches, transit shelters, and waste disposal receptacles together with advertising displayed thereon within the right-of-way limits of such roads, subject to compliance with all applicable laws and rules, including, without limitation, the Americans with Disabilities Act; and

WHEREAS, the proposed agreement provides for the installation and maintenance of a minimum of seventy-five (75) bus benches and five (5) Eco bus shelters at Metro Bus and City Shuttle Service stops; and

WHEREAS, in return, the City will receive guaranteed annual revenue based on the average number of amenities in service, calculated at One Hundred Dollars (\$100.00) per bus bench and Fifty Dollars (\$50.00) per Eco trash bin; and

WHEREAS, if ten percent (10%) of gross advertising revenue exceeds the guaranteed annual payment, the City will receive the higher amount; and

WHEREAS, pursuant to Section 2.3 of the agreement, the contractor will be responsible for maintaining, repairing, cleaning and servicing all bus benches, shelters and trash cans; and

WHEREAS, the minimum revenue from the above indicated minimum number of bus benches and bus shelters will be Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00), which revenue will be partially offset by the expense the City will incur from collecting and disposing the contents of the Eco trash bins monthly or more frequently as needed; and

WHEREAS, the City Commission finds that it is in the best interests of the City to authorize the City Manager to enter into an agreement with Professional Outdoor Systems, LLC, for the installation of bus benches, trash cans and bus shelters, attached hereto as Exhibit "A",

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an agreement with Professional Outdoor Systems, LLC for the installation of bus benches, trash cans and bus shelters, , attached hereto as Exhibit "A", consistent with Section 337.408, Florida Statutes, and all other applicable laws and rules.

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:	Airia Austin		Department Director Signature:				
City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	06.24.2026	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
				X		X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:	RFP # Piggyback Contract			
	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:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROFESSIONAL OUTDOOR SYSTEMS, LLC FOR THE INSTALLATION OF BUS BENCHES, TRASH CANS AND BUS SHELTERS.

Staff Summary:

The City Administration has determined that there is a great need for additional bus benches at stops serviced by Metro Bus and City Shuttle Service. The agreement provides for the installation and maintenance of a minimum of 75 bus benches and 5 Eco bus shelters at Metro Bus and City Shuttle Service stops. In return, the City will receive guaranteed annual revenue based on the average number of amenities in service, calculated at \$100 per bus bench and \$50 per Eco trash bin. If 10% of gross advertising revenue exceeds the guaranteed annual payment, the City will receive the higher amount. Pursuant to Section 2.3 of the agreement, the contractor will be responsible for maintaining, repairing, cleaning and servicing all bus benches, shelters and trash cans.

Financial Impact- The minimum revenue from the above indicated minimum number of bus benches and bus shelters will be \$11,250. This revenue will be partially offset by the expense the City will incur from collecting and disposing the contents of the Eco trash bins monthly or more frequently as needed.

Proposed Action:

Staff recommends approval of this agreement.

Attachment:

Professional Outdoor Systems, LLC Agreement
Florida Statute 37.408

**AGREEMENT BETWEEN THE CITY OF OPA-LOCKA
AND PROFESSIONAL OUTDOOR SYSTEMS, LLC**

THIS AGREEMENT is made and entered into as of the _____ day of _____ 2026, by and between the CITY OF OPA-LOCKA, a municipal corporation existing under the laws of the State of Florida, having its principal office at , 780 Fisherman Street Opa-Locka, FL 33054 (hereinafter referred to as the "CITY") and PROFESSIONAL OUTDOOR SYSTEMS, LLC having an address at 13063 Crane Marsh Way, Palm Beach Gardens, FL 33412.

RECITALS

WHEREAS, the CONTRACTOR has offered to furnish all labor, materials and equipment necessary to replace, install and maintain benches, bus shelters and trash cans advertising on the City of Opa-Locka benches and bus shelters, including the sale and marketing of advertising space, which also be provided to the City of Opa-Locka at a reduced cost to promote City services, events and employment opportunities, in exchange for payment of revenue-sharing compensation to the CITY, as delineated in the proposed statement of Work attached hereto as Exhibit "A"; and

WHEREAS, the CITY desires to procure from CONTRACTOR such services for the CITY in accordance with the terms and conditions of this Agreement; and

WHEREAS, the CONTRACTOR agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

SECTION 1. TERM

1.1 The term of this Agreement shall commence upon full execution by all parties and shall remain in effect for five (5) years. The parties may renew the Agreement for a five (5) year terms upon mutual consent.

1.2 This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties regarding this subject. The CITY reserves the right to amend any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

1.3 The CITY has the right to terminate this Agreement for cause and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, sketches,

studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.4 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement, effective immediately, without further notice to the defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement

1.5 Upon expiration or earlier termination of this Agreement, CONTRACTOR shall promptly remove all advertising displays.

SECTION 2. PAYMENT

2.1 In consideration for the CONTRACTOR'S use of CITY bus shelter locations to furnish, install, operate, and maintain advertising displays on bus shelters, CONTRACTOR shall pay to the CITY a percentage of Gross Advertising Revenue generated from such advertising within the City's boundaries, in accordance with the compensation schedule set forth in this Agreement.

YEARS	REVENUE SHARE (% OF GROSS ADVERTISING REVENUE)
One, Two and Three	20%
Four and Five	23%
Six through Eight*	25%
Nine and Ten*	27%
<i>*Upon Renewal</i>	

2.2 CONTRACTOR shall remit payment to the CITY on a monthly basis, on or before the fifteenth (15th) day of each month, for Gross Advertising Revenue received during the preceding calendar month. Each payment shall be accompanied by a written revenue report detailing the Gross Advertising Revenue received during the applicable reporting period. The first payment shall be due one (1) month following the full execution of this agreement.

2.3 MAINTENANCE. Contractor shall maintain, repair, clean, and service all "Bus Bench/Shelter". All such work shall be performed at the sole expense of the Contractor. The Contractor shall at all times maintain the aforesaid "Bus Bench/Shelter" in a good and neat condition and shall promptly remedy any defects in the maintenance or physical condition of such "Bus Bench/Shelter" when it becomes aware of such defects, or when it is notified by City. "Bus Bench/Shelter" and areas surrounding shall be inspected, cleaned, and any necessary repairs shall be made three times a week, or whenever notified by the City or designee that a "Bus Bench/Shelter" needs cleaning or repair, whichever is sooner. Trash cans shall be serviced at each "Bus Bench/Shelter" owned by Contractor and at any trash can owned by the City that is next to a "Bus Bench/Shelter" at least three times per week (a fee, which will be negotiated and agreed upon will be levied if the can is not serviced after four hours after Contractor is notified, notifications will be received no later than one p.m. Monday - Friday), or as many times as necessary to maintain high standards of cleanliness and sanitary condition. Failure of the

Contractor to remedy any defects within thirty days after receiving notice of same shall constitute a breach of this Agreement.

SECTION 3. NOTICE

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (email), provided that it is followed by a hard copy of such notice, as set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: Purchasing
City of Opa-Locka (Attn: Purchasing Director)
780 Fisherman Street
Opa-locka, Florida 33054
Telephone No. 305-953-2868, ext. 1309

City Manager's Office to
City of Opa-Locka (Attn:
City Manager)
780 Fisherman St., 4th Floor
Opa-locka, Florida 33054
Telephone (305) 953-2868 x1206

Office of the City Attorney
City of Opa-Locka
780 Fisherman St., 4th Floor
Opa-locka, Florida 33054
Telephone No. (305) 953-2868 x1225

And
401 North Avenue of the Arts
Fort Lauderdale, FL 33311

CONTRACTOR: PROFESSIONAL OUTDOOR SYSTEMS, LLC
Attn: Scott Martin
13063 Crane Marsh Way
Palm Beach County, FL 33412
Telephone No. (954) 257-0294
Email: scott@postransit.com

SECTION 4. MODIFICATION

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR

5.1 CONTRACTOR is an Independent CONTRACTOR under this Agreement. Personnel provided by CONTRACTOR shall be employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, workers' compensation insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. CONTRACTOR shall be solely responsible for any injuries suffered by CONTRACTOR's employees or agents. The CITY will not provide workers' compensation insurance for CONTRACTOR or its employees. Nothing contained in the Agreement shall be construed to create a partnership or joint venture, and neither party hereto shall be liable for the debts or obligations of the other. No employee or agent of CONTRACTOR shall be deemed to be an employee or agent of the CITY. CONTRACTOR shall be responsible for compliance with all applicable, local, state, and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by CONTRACTOR, the opinion of the CITY shall establish, for all purposes, the nature of the work. CONTRACTOR shall have no power to obligate the CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this Agreement shall be the property of the CITY. Upon termination or cancellation of this Agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following the termination or expiration of this Agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving CONTRACTOR's services related to this Agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind CONTRACTOR, its successors and assigns.

SECTION 9. ASSIGNMENT AND SUBCONTRACTING

This Agreement and the rights of CONTRACTOR and obligations hereunder may not be assigned, delegated, or subcontracted by CONTRACTOR without the express prior written consent of the CITY, which may be approved, denied or made subject to conditions in the CITY'S sole discretion. Any assignment, delegation or sub-contract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement.

9.1 The CITY may assign its rights, together with its obligations hereunder.

SECTION 10. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

10.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

- A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.
- B. Upon request from the CITY's custodian of public records, CONTRACTOR shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONTRACTOR's workpapers shall remain the sole property of CONTRACTOR and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the City Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered upon completion or termination of this

Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree, and it is understood, that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- F. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK AT TELEPHONE NUMBER: (305) 953-2868, E-MAIL ADDRESS: JFLORES@OPALOCKAFL.GOV, AND MAILING ADDRESS: CITY CLERK, CITY OF OPA-LOCKA CITY HALL, , 4TH FLOOR, OPA-LOCKA, FL 33054.

SECTION 11. PROMPT PAYMENT ACT.

11.1 The City as a municipal corporation, is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 12. CONFLICT OF INTEREST/CODE OF ETHICS.

12.1 CONTRACTOR represents that it has provided a list of all current clients subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. CONTRACTOR agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of CONTRACTOR, and full disclosure of the nature and extent of the proposed representation, the City Manager or designee shall have the authority to authorize such representation during the term of this Agreement.

12.2 CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of Opa-Locka Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that should conflict in any manner or degree with the performance of the services.

12.3 Standards and Proper Decorum: The CITY promotes and expects a *high standard* of ethics and professional conduct in all City employees. CONTRACTOR shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the CITY.

SECTION 13. SOVEREIGN IMMUNITY.

13.1 The CITY is a municipal corporation organized under the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 14. ORDER OF PRECEDENCE.

14.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONTRACTOR'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THE EXHIBITS AND THIS AGREEMENT. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 15. INSURANCE.

15.1 CONTRACTOR shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars (\$1,000,000.00), naming the City as additionally insured.

CONTRACTOR shall maintain and carry in full force during the Term the insurance required herein. Upon the CITY's notification, CONTRACTOR shall furnish to the Procurement Management Department, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of CONTRACTOR as required by Florida Statute Chapter 440. Should CONTRACTOR be exempt from this Statute, CONTRACTOR and each employee shall hold the CITY harmless from any injury incurred during performance of the Agreement. The exempt CONTRACTOR shall also submit either a written statement detailing the number of employees and that it is not required to carry Worker's Compensation insurance and does not anticipate hiring any additional employees during the term of this Agreement, or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of Opa-Locka must be shown as an additional insured with respect to this coverage. The mailing address of City of Opa-Locka 780 Fisherman Street, Opa-Locka, Florida 33054, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in a combined single limit of \$1,000,000. City of Opa-Locka must be shown as an additional insured with respect to this coverage. The mailing address of City of Opa-Locka 780 Fisherman Street, Opa-Locka, Florida 33054, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage. Shall include a Waiver of Subrogation.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of CONTRACTOR. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 16. NON-EXCLUSIVITY.

16.1 This Agreement is non-exclusive. The City retains the right to engage the services of additional third-party contractors or assign responsibilities to employees of the City to perform the same or similar services provided by CONTRACTOR under this Agreement and to assign work to such parties in its sole discretion.

SECTION 17. ANTI-DISCRIMINATION.

CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status, or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 18. SCRUTINIZED COMPANIES.

18.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions, then they shall become inoperative.

SECTION 19. NO CONTINGENCY FEES.

19.1 CONTRACTOR warrants that it has not employed or retained any company or person, other

than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 20. E-VERIFY.

20.1 Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR must:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, consult with, or subconsult with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

SECTION 21. APPROVAL OF PERSONNEL.

21.1 The CITY reserves the right to approve the contact person and the persons performing the services on behalf of CONTRACTOR pursuant to this Agreement. If the CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons performing the services on behalf of CONTRACTOR pursuant to this Agreement, the CITY may require CONTRACTOR to assign a different person or persons to be designated as the contact person or to perform services hereunder.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date stated herein.

Professional Outdoor Systems, LLC

City of Opa-Locka

By: _____

Sha'mecca Lawson, City Manager

Name: _____

Date

Title: _____

Date

Approved as to form and legal sufficiency:

BY: _____

Burnadette Norris-Weeks, City Attorney

Attest:

Joanna Flores, CMC, City Clerk

(City Seal)

The Florida Senate

2012 Florida Statutes

Title XXVI PUBLIC TRANSPORTATION	Chapter 337 CONTRACTING; ACQUISITION, DISPOSAL, AND USE OF PROPERTY Entire Chapter	SECTION 408 Regulation of bus stops, benches, transit shelters, street light poles, waste disposal receptacles, and modular news racks within rights- of-way.
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337.408 Regulation of bus stops, benches, transit shelters, street light poles, waste disposal receptacles, and modular news racks within rights-of-way. —

(1) Benches or transit shelters, including advertising displayed on benches or transit shelters, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway, provided that such benches or transit shelters are for the comfort or convenience of the general public or are at designated stops on official bus routes and provided that written authorization has been given to a qualified private supplier of such service by the municipal government within whose incorporated limits such benches or transit shelters are installed or by the county government within whose unincorporated limits such benches or transit shelters are installed. A municipality or county may authorize the installation, without public bid, of benches and transit shelters together with advertising displayed thereon within the right-of-way limits of such roads. All installations shall be in compliance with all applicable laws and rules, including, without limitation, the Americans with Disabilities Act. Municipalities and counties that authorize or have authorized a bench or transit shelter to be installed within the right-of-way limits of any road on the State Highway System shall be responsible for ensuring that the bench or transit shelter complies with all applicable laws and rules, including, without limitation, the Americans with Disabilities Act, or shall remove the bench or transit shelter. The department shall have no liability for any claims, losses, costs, charges, expenses, damages, liabilities, attorney fees, or court costs relating to the installation, removal, or relocation of any benches or transit shelters authorized by a municipality or county. On and after July 1, 2012, a municipality or county that authorizes a bench or transit shelter to be installed within the right-of-way limits of any road on the State Highway System must require the qualified private supplier, or any other person under contract to install the bench or transit shelter, to indemnify, defend, and hold harmless the department from any suits, actions, proceedings, claims, losses, costs, charges, expenses, damages, liabilities, attorney fees, and court costs relating to the installation, removal, or relocation of such installations, and shall annually certify to the department in a notarized signed statement that this requirement has been met. The certification shall include the name and address of each person responsible for indemnifying the department for an authorized installation. Municipalities and counties that have authorized the installation of benches or transit shelters within the right-of-way limits of any road on the State Highway System must remove or relocate, or cause the removal or relocation of, the installation at no cost to the department within 60 days

after written notice by the department that the installation is unreasonably interfering in any way with the convenient, safe, or continuous use of or the maintenance, improvement, extension, or expansion of the State Highway System road. Any contract for the installation of benches or transit shelters or advertising on benches or transit shelters which was entered into before April 8, 1992, without public bidding is ratified and affirmed. Such benches or transit shelters may not interfere with right-of-way preservation and maintenance. Any bench or transit shelter located on a sidewalk within the right-of-way limits of any road on the State Highway System or the county road system shall be located so as to leave at least 36 inches of clearance for pedestrians and persons in wheelchairs. Such clearance shall be measured in a direction perpendicular to the centerline of the road.

(2) Waste disposal receptacles of less than 110 gallons in capacity, including advertising displayed on such waste disposal receptacles, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway, provided that written authorization has been given to a qualified private supplier of such service by the appropriate municipal or county government. A municipality or county may authorize the installation, without public bid, of waste disposal receptacles together with advertising displayed thereon within the right-of-way limits of such roads. Such waste disposal receptacles may not interfere with right-of-way preservation and maintenance.

(3) Modular news racks, including advertising thereon, may be located within the right-of-way limits of any municipal, county, or state road, except a limited access highway, provided the municipal government within whose incorporated limits such racks are installed or the county government within whose unincorporated limits such racks are installed has passed an ordinance regulating the placement of modular news racks within the right-of-way and has authorized a qualified private supplier of modular news racks to provide such service. The modular news rack or advertising thereon shall not exceed a height of 56 inches or a total advertising space of 56 square feet. No later than 45 days prior to installation of modular news racks, the private supplier shall provide a map of proposed locations and typical installation plans to the department for approval. If the department does not respond within 45 days after receipt of the submitted plans, installation may proceed.

(4) The department has the authority to direct the immediate relocation or removal of any bus stop, bench, transit shelter, waste disposal receptacle, public pay telephone, or modular news rack that endangers life or property or that is otherwise not in compliance with applicable laws and rules, except that transit bus benches that were placed in service before April 1, 1992, are not required to comply with bench size and advertising display size requirements established by the department before March 1, 1992. The department may adopt rules relating to the regulation of bench size and advertising display size requirements. If a municipality or county within which a bench is to be located has adopted an ordinance or other applicable regulation that establishes bench size or advertising display sign requirements different from requirements specified in department rule, the local government requirement applies within the respective municipality or county. Placement of any bench or advertising display on the National Highway System under a local ordinance or regulation adopted under this subsection is subject to approval of the Federal Highway Administration.

(5) A bus stop, bench, transit shelter, waste disposal receptacle, public pay telephone, or modular news rack, or advertising thereon, may not be erected or placed on the right-of-way of any road in a manner that conflicts with the

requirements of federal law, regulations, or safety standards, thereby causing the state or any political subdivision the loss of federal funds. Competition among persons seeking to provide bus stop, bench, transit shelter, waste disposal receptacle, public pay telephone, or modular news rack services or advertising on such benches, shelters, receptacles, public pay telephone, or news racks may be regulated, restricted, or denied by the appropriate local government entity consistent with this section.

(6) Street light poles, including attached public service messages and advertisements, may be located within the right-of-way limits of municipal and county roads in the same manner as benches, transit shelters, waste disposal receptacles, and modular news racks as provided in this section and in accordance with municipal and county ordinances. Public service messages and advertisements may be installed on street light poles on roads on the State Highway System in accordance with height, size, setback, spacing distance, duration of display, safety, traffic control, and permitting requirements established by administrative rule of the Department of Transportation. Public service messages and advertisements shall be subject to bilateral agreements, where applicable, to be negotiated with the owner of the street light poles, which shall consider, among other things, power source rates, design, safety, operational and maintenance concerns, and other matters of public importance. For the purposes of this section, the term “street light poles” does not include electric transmission or distribution poles. The department shall have authority to adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) to implement the provisions of this section. No advertising on light poles shall be permitted on the Interstate Highway System. No permanent structures carrying advertisements attached to light poles shall be permitted on the National Highway System.

(7) A public pay telephone, including advertising displayed thereon, may be installed within the right-of-way limits of any municipal, county, or state road, except on a limited access highway, if the pay telephone is installed by a provider duly authorized and regulated by the Public Service Commission under s. [364.3375](#), if the pay telephone is operated in accordance with all applicable state and federal telecommunications regulations, and if written authorization has been given to a public pay telephone provider by the appropriate municipal or county government. Each advertisement must be limited to a size no greater than 8 square feet, and a public pay telephone booth may not display more than three advertisements at any given time. An advertisement is not allowed on public pay telephones located in rest areas, welcome centers, or other such facilities located on an interstate highway.

(8) Wherever the provisions of this section are inconsistent with other provisions of this chapter or with the provisions of chapter 125, chapter 335, chapter 336, or chapter 479, the provisions of this section shall prevail.

History.—s. 21, ch. 85-180; s. 61, ch. 94-237; s. 30, ch. 95-257; s. 63, ch. 96-323; s. 82, ch. 2002-20; s. 22, ch. 2004-366; s. 11, ch. 2009-85; s. 37, ch. 2012-174.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Sponsored by: Mayor Taylor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION NO. 25-113 TO REMOVE MIAMI-DADE COUNTY FROM THE TRI-PARTY MEMORANDUM OF UNDERSTANDING WITH COMMUNITY YOUTH AGAINST VIOLENCE INC. PERTAINING TO THE MIAMI-DADE COUNTY JUVENILE CURFEW ORDINANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade County Sheriff's Office intends to enforce the Miami-Dade County Juvenile Curfew Ordinance, which was adopted in 1995. The Ordinance makes it unlawful for any person under the age of 17 to linger or wander in any public place in the County, either on foot or in a vehicle during the curfew hours of 11 PM to 6 AM and midnight to 6 AM on weekends; and

WHEREAS, the City Commission approved Resolution No. 25-113, which authorized the appropriate city official to execute a tri-party Memorandum of Understanding (MOU) between the City of Opa-Locka, Miami-Dade County and Community Youth Against Violence, Inc (CYAV) to implement "Operation Teen Curfew" within the City of Opa-Locka ("City") where parents will be afforded the opportunity to avoid civil citations and parents will have access to CYAV's Parent Academy as a way to curtail or reduce habitual offenses; and

WHEREAS, the intent of the MOU was to outline the responsibilities of each party. However, since the adoption of Resolution No. 25-113, Miami-Dade County has requested to be removed from the tri-party drafted Agreement; and

WHEREAS, the City Commission desires to amend Resolution No. 25-113 to allow the City Manager to enter into a revised agreement with Community Youth Against Violence, Inc. and work collaboratively to support the Miami Dade County Teen Curfew Ordinance; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to amend Resolution No. 25-113 to remove Miami-Dade County from the Memorandum of Understanding (MOU) with Community Youth Against Violence for the implementation of "Operation Teen Curfew."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THECITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to remove Miami-Dade County from the Memorandum of Understanding (MOU) with Community Youth Against Violence for the implementation of "Operation Teen Curfew."

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager and with subsequent approval by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall be effective immediately upon adoption hereof and approval by theGovernor of the State of Florida or Governor's designee.

PASSED and ADOPTED this _____ day of _____, 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:	6.24.2026		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Resolution 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: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING RESOLUTION NO. 25-113 TO REMOVE MIAMI DADE COUNTY FROM THE TRI-PARTY MEMORANDUM OF UNDERSTANDING WITH COMMUNITY YOUTH AGAINST VIOLENCE.

Staff Summary:

The City Commission approved Resolution No. 25-113, which authorized the appropriate city official to execute a tri-party Memorandum of Understanding (MOU) between the City of Opa-locka, Miami-Dade County and Community Youth Against Violence, Inc. The intent of the MOU was to outline the responsibilities of each party. However, since adoption Miami Dade County's role in the process has been omitted. The sponsor desires to amend the resolution to allow the City Manager to enter into an agreement with Community Youth Against Violence and work collaboratively to support the Miami Dade County Teen Curfew Ordinance.

Financial Impact: There is no financial impact associated with the amendment of this legislation.

Proposed Action:

Staff will adhere to the direction of the City Commission.
--

Attachment:

Resolution No. 25-113

RESOLUTION NO. 25-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO EXECUTE A TRI-PARTY MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY AND COMMUNITY YOUTH AGAINST VIOLENCE, INC. PERTAINING THE MIAMI-DADE COUNTY JUVENILE CURFEW ORDINANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade County Sheriff's Office intends to enforce the Miami-Dade County Juvenile Curfew Ordinance, which was adopted in 1995. The Ordinance makes it unlawful for any person under the age of 17 to linger or wander in any public place in the County, either on foot or in a vehicle during the curfew hours of 11 PM to 6 AM and midnight to 6 AM on weekends; and

WHEREAS, the purpose of the curfew ordinance is to reduce overnight crime and provide for the care, safety and protection of juveniles and other County residents; and

WHEREAS, the non-profit organization, Community Youth Against Violence, Inc. (CYAV) will aid the City of Opa-Locka ("City") and Miami-Dade County Juvenile Service Department in its enforcement activities by intervening with the offender within 24-72 hours after a violation has been documented by a Juvenile Curfew Violation form and delivered to CYAV. An observation and assessment will then be conducted to determine whether, and to what degree, juvenile delinquency is prevalent and make an assessment of the proper resources to offer the family.

WHEREAS, CYAV and JSD will work together to provide appropriate and necessary wrap-around services to families on a case-by-case basis; and

WHEREAS, by implementing "Operation Teen Curfew" within the City, parents will be afforded the opportunity to avoid civil citations and parents will have access to CYAV's Parent Academy as a way to curtail or reduce habitual offenses; and

WHEREAS, it is the intent of the parties to execute a Memorandum of Understanding (MOU) that will outline the responsibilities of the parties. The City will take reasonable steps to promote, market and engage the Opa-Locka community with this initiative; and

WHEREAS, Renewed Bethel Baptist Church located at 15000 Northwest 27th Avenue,

will serve as a drop-off location for youth when parents are not readily available to pick-up and offer services to support families; and

WHEREAS, it is anticipated that similar partnerships will be established within other local municipalities, however, the City of Opa-Locka is the first to participate with a tri-party curfew agreement of this kind; and

WHEREAS, a juvenile under the age of 17 is legitimately exempted from the restrictions of the Miami-Dade County Juvenile Curfew Ordinance if the juvenile: 1) is accompanied by a parent or legal guardian, or by someone 21 years of age or older who has permission to take responsibility for the juvenile; 2) is working, or traveling to or from work; 3) is traveling interstate; 4) has written permission from a parent or guardian to run an errand; 5) is aiding or assisting in an emergency; 6) is traveling to or from a school, religious, civic or county-sponsored event; 7) is emancipated by marriage or court order; 8) is homeless; 9) is exercising First Amendment rights; 10) is on the property of his/her residence, or a neighbor's residence if the neighbor does not object; 11) is attending or returning from a public event which began before 10 PM and has written permission; 12) is authorized by the County Commission.

WHEREAS, no direct funding from the City will be required to support CYAV, JSD or their services; and

WHEREAS, it is anticipated that CYAV and JSD will provide necessary wrap around and various support services once an assessment is completed.

WHEREAS, the intent of this resolution is to work collaboratively between the parties to support the Miami-Dade County Teen Curfew Ordinance. To the extent that minor changes to the MOU do not compromise the purpose or create legal liability, the City Manager is authorized to negotiate necessary changes if accomplished in consultation with the City Attorney; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to authorize the appropriate City official to enter in a Tri-Party Memorandum of Understanding (MOU) with Community Youth Against Violence and Miami-Dade County, attached hereto as Exhibit "A", for the implementation of "Operation Teen Curfew."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter in a Tri-Party Memorandum of Understanding (MOU) with Community Youth Against Violence and Miami-Dade County, attached hereto as Exhibit "A", for the implementation of "Operation Teen Curfew." The City Commission further authorizes the City Manager to negotiate any necessary changes to the MOU that do not compromise the intent or cause legal liability if accomplished in consultation with the City Attorney.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager and with subsequent approval by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

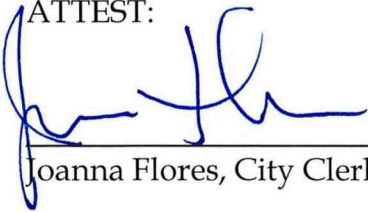
This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this 24th day of September 2025.



John H. Taylor, Jr., Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Santiago

Seconded by: Commissioner Bass

Resolution No. 25-113

VOTE: 5-0

Commissioner Bass	YES
Commissioner Santiago	YES
Commissioner Ervin	YES
Vice Mayor Kelley	YES
Mayor Taylor	YES

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND FIVE HUNDRED DOLLARS PER MONTH; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during City Commission meetings held on June 24, 2026 and July 8, 2026, the City Commission of the City of Opa-Locka, Florida reviewed and revised recommendations of the City's Charter Review Board concerning a referendum question to go before qualified voters of the City of Opa-Locka for the Mayor and City Commission members to receive an increase in compensation from Five Hundred and Fifty Dollars (\$550.00) per month to One Thousand Five Hundred Dollars (\$1,500.00) per month; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida desires to accept the recommendation of the Charter Review Board, with certain revisions, that if approved by the qualified voters, will change the Charter, as set forth herein and will only become effective thirty (30) days following the conclusion of state financial oversight; and

WHEREAS, the City Commission desires that compensation for the City's elected officials be increased in order to be in standing with the amount of work provided to the City; and

WHEREAS, the City Commission finds that the proposed amendment to the Charter is worthy of being placed on the ballot at the November 3, 2026 City election for approval, or not, by the electorate of the City.

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. Submission of Proposed Charter Language.

Attached hereto and incorporated herein as Exhibit "A", is a proposed amended section of the charter of the City of Opa-Locka. The amended charter is done in strike through/underscore format. All language shown as being struck through is language of the existing City of Opa-Locka charter which will be deleted from the current charter if the amendment is approved. All language shown as underscored in the proposed charter is language which will be added to the charter if the amendment is approved.

Section 3. Approval of the Ballot Statement.

The following statement is hereby approved as the explanatory statement to be placed upon the ballot:

Shall the City of Opa-Locka charter be amended, by increasing compensation for the Mayor and City Commission members?

Section 4. Ballot Title.

The following is hereby approved as the ballot title as required by Section 101.161, Florida Statutes:

Amending compensation for Mayor and City Commissioners.

Section 5. Ballot Summary.

Shall the City of Opa-Locka's Charter be amended to increase compensation for the mayor and commissioners from \$550.00 per month to \$1,500.00 per month?

_____ YES, for the Amendment

_____ NO, against the Amendment

Section 6. Approval of Amendments.

If a majority of the qualified electors of the City of Opa-Locka voting on the referendum question vote for approval of the proposed, then the approved amendments shall go into effect thirty (30) days after the City is no longer under state financial oversight.

Section 7.

This Ordinance shall take effect immediately upon adoption, except that the proposed amendment to the City Charter shall become effective as provided herein following referendum. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by

the City Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

Section 8. Submission to Qualified Electors.

The proposed amendment to the Charter of the City of Opa-Locka (hereafter City Charter) set forth herein shall be submitted to the vote of the qualified electors of the City for approval at a referendum to be held on November 3, 2026.

Section 9. Coordination.

The City Clerk is hereby authorized to coordinate with the office of the Supervisor of Elections in order to do those things necessary to have this proposal placed on the ballot for the City of Opa-Locka election scheduled on November 3, 2026.

Section 10. Proposed Amendments.

The proposed amendments to the City Charter is set forth in Exhibit A, attached hereto and by this reference made a part hereof. (Proposed new text is shown in underline and proposed deleted text shown in strike through.)

Section 11. Severability.

If any provision of this or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 12. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

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 Santiago	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Commissioner Ervin	(Yes) _____	(No) _____
Vice Mayor Kelley	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____

EXHIBIT "A"

Section 2.3. - Mayor and commission compensation.

Compensation for the mayor and commissioners shall be set at One Thousand Five Hundred Dollars (\$1,500.00) ~~five hundred fifty dollars (\$550.00)~~ per month.



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date: <i>(Enter X in box)</i>	06.24.2026		Item Type:	Resolution	Ordinance
			<i>(Enter X in box)</i>		X
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
		X	Public Hearing: <i>(Enter X in box)</i>	Yes X	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				No	
		X		X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:	<i>RFP #</i> <i>Piggyback Contract</i>	
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Commission		Department:	City Commission	

Short Title:

AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO INCREASE THE COMPENSATION FOR THE MAYOR AND COMMISSION MEMBERS FROM FIVE HUNDRED AND FIFTY DOLLARS PER MONTH TO ONE THOUSAND FIVE HUNDRED DOLLARS PER MONTH.

Staff Summary:

The City's Charter Review Board recommended with certain revisions, for a referendum question to go before qualified voters of the City of Opa-locka for the Mayor and City Commission members to receive an increase in compensation from Five Hundred and Fifty Dollars (\$550.00) per month to One Thousand Five Hundred Dollars (\$1,500.00) per month. The City Commission desires to accept the increase in compensation for the City's elected officials in order to be in standing with the amount of work provided to the City and finds the proposed amendment to the Charter is worthy to be placed on the next City election for approval.

Financial Impact- Currently with \$500 per month, the yearly total compensation of the City Commission amounts to \$55,325 broken down with Salaries at \$33,000 and \$22,325 in benefits. With the proposed \$1,500 per month, the total compensation would total approximately \$229,839, \$90,000 in Salaries and \$139,839 in benefits. The total impact is \$174,515 in additional expense to the budget. \$57,000 in Salaries and \$117,515 in benefits.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

ORDINANCE NO. 2026-

A ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO PROVIDE THAT THE MAYOR AND CITY COMMISSION MEMBERS ARE ELIGIBLE TO RECEIVE HEALTH INSURANCE AND LIFE INSURANCE TO THE SAME EXTENT AS REGULAR FULL-TIME CITY EMPLOYEES, INCLUDING THE SAME EMPLOYER-PAID CONTRIBUTIONS, ELIGIBILITY REQUIREMENTS, AND BENEFIT OPTIONS AVAILABLE TO SUCH EMPLOYEES; PROVIDING FOR AN EFFECTIVE DATE 30 DAYS FOLLOWING THE CONCLUSION OF STATE FINANCIAL OVERSIGHT; STATING THE REFERENDUM QUESTION; STATING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; STATING THE DATE ON WHICH THE REFERENDUM WILL BE HELD; PROVIDING AN EFFECTIVE DATE FOR THE CHARTER AMENDMENT, IF APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during City Commission meetings held on June 24, 2026 and July 8, 2026, the City Commission of the City of Opa-Locka, Florida reviewed and revised recommendations of the City's Charter Review Board concerning a referendum question to go before qualified voters of the City of Opa-Locka for the Mayor and City Commission members to receive an increase in compensation by way of eligibility to receive health insurance and life insurance to the same extent as regular full-time city employees, including the same employer-paid contributions, eligibility requirements and benefit options available to such employees; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida accepts the recommendation of the Charter Review Board that if approved by the qualified voters,

that changes to the Charter, as set forth herein, will only become effective thirty (30) days following the conclusion of any state financial oversight; and

WHEREAS, the Mayor and Commission members devote substantial time to City business and having access to the same benefits as regular full-time city employees would promote public service and participation in local government; and

WHEREAS, the City Commission finds that allowing the Mayor and City Commission members compensation extending to health insurance and life insurance on the same terms, conditions and level of coverage offered to regular full-time City employees, including any future modifications applicable to such employees, with the City paying the same employer contribution provided to regular full-time City employees is equitable; and

WHEREAS, the City Commission finds that the proposed amendments to the Charter are worthy of being placed on the ballot at the November City election for approval, or not, by the electorate of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Submission of Proposed Charter Language.

Attached hereto and incorporated herein as Exhibit "A", is a proposed amended section of the charter of the City of Opa-Locka. The amended charter is done in strike through/underscore format. All language shown as being struck through is language of the existing City of Opa-Locka charter which will be deleted from the current charter if the amendment is approved. All language shown as underscored in the proposed charter is language which will be added to the charter if the amendment is approved.

Section 3. Approval of the Ballot Statement.

The following statement is hereby approved as the explanatory statement to be placed upon the ballot:

Shall the City of Opa-Locka Charter be amended, by increasing compensation for the Mayor and City Commission members to include health insurance and life insurance benefits to the same extent as regular full-time employees?

Section 4. Ballot Title.

The following is hereby approved as the ballot title as required by Section 101.161, Florida Statutes:

Amending compensation for Mayor and City Commissioners, providing health and life insurance benefits as regular employees.

Section 5. Ballot Summary.

Shall the City of Opa-Locka's Charter be amended to authorize as additional compensation for the Mayor and City Commission members to participate in the City's health insurance and life insurance programs on the same terms, conditions, and level of

coverage offered to regular full time employees, with the City paying the same employer contribution provided for regular full-time employees?

_____ YES, for the Amendment

_____ NO, against the Amendment

Section 6. Approval of Amendments.

If a majority of the qualified electors of the City of Opa-Locka voting on the referendum question vote for approval of the proposed, then the approved amendments shall go into effect thirty (30) days after the City is no longer under state financial oversight.

Section 7.

This Ordinance shall take effect immediately upon adoption, except that the proposed amendment to the City Charter shall become effective as provided herein following referendum. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Attorney or designee, without need of public hearing by filing a corrected copy of the same with the City Clerk.

Section 8. Submission to Qualified Electors.

The proposed amendment to the Charter of the City of Opa-Locka (hereafter City Charter) set forth herein shall be submitted to the vote of the qualified electors of the City for approval at a referendum to be held on November 3, 2026.

Section 9. Coordination.

The City Clerk is hereby authorized to coordinate with the office of the Supervisor of Elections in order to do those things necessary to have this proposal placed on the ballot for the City of Opa-Locka election scheduled on November 3, 2026.

Section 10. Proposed Amendments.

The proposed amendments to the City Charter is set forth in Exhibit A, attached hereto and by this reference made a part hereof. (Proposed new text is shown in underline and proposed deleted text shown in strike through.)

Section 11. Severability.

If any provision of this or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 12. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED and **ADOPTED** this _____ day of June, 2026.

PASSED and **ADOPTED** this _____ day of July 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 Santiago

(Yes) _____

(No) _____

Commissioner Bass

(Yes) _____

(No) _____

Commissioner Ervin

(Yes) _____

(No) _____

Vice Mayor Kelley

(Yes) _____

(No) _____

Mayor Taylor

(Yes) _____

(No) _____

EXHIBIT "A"

Section 2.3. - Mayor and commission compensation.

Compensation for the mayor and commissioners shall be set at five hundred fifty dollars (550.00) dollars per month. As additional compensation for the Mayor and City Commission members shall be eligible to participate in the City's health insurance and life insurance programs on the same terms, conditions, and level of coverage offered to regular full-time employees, with the City paying the same employer contribution provided for regular full-time employees.



City of Opa-locka Agenda Cover Memo

City Manager:	Sha'mecca Lawson		CM Signature				
Commission Meeting Date:	6.24.2026		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	City Commission		Department:	City Commission			

Short Title:

AN ORDINANCE OF THE CITY OF OPA-LOCKA, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY FOR THE PURPOSE OF DETERMINING WHETHER THE CITY CHARTER SHALL BE AMENDED TO PROVIDE THAT THE MAYOR AND CITY COMMISSION MEMBERS ARE ELIGIBLE TO RECEIVE HEALTH INSURANCE AND LIFE INSURANCE TO THE SAME EXTENT AS REGULAR FULL-TIME CITY EMPLOYEES, INCLUDING THE SAME EMPLOYER-PAID CONTRIBUTIONS, ELIGIBILITY REQUIREMENTS, AND BENEFIT OPTIONS AVAILABLE TO SUCH EMPLOYEES.

Staff Summary:

The City Commission has reviewed and revised recommendations of the City's Charter Review Board concerning a referendum question to go before qualified voters of the City of Opa-Locka for the Mayor and City Commission members to receive an increase in compensation. The increase will be by way of eligibility to receive health insurance and life insurance to the same extent as regular full-time city employees. Extending health insurance and life insurance for the City Commission on the same terms, conditions and level of coverage offered to regular full-time City employees, including any future modifications applicable to such employees is equitable. The City Commission finds that the proposed amendments to the Charter are worthy of being placed on the ballot at the November City election for approval, or not, by the electorate of the City.

Financial Impact – Currently with \$500 per month, the yearly total compensation of the City Commission amounts to \$55,325 broken down with Salaries at \$33,000 and \$22,325 in benefits. With the proposed \$1,500 per month, the total compensation would total approximately \$229,839, \$90,000 in Salaries and \$139,839 in benefits. The total impact is \$174,515 in additional expense to the budget. \$57,000 in Salaries and \$117,515 in benefits.

**City of Opa-Locka
Charter Amendment Cost Analysis**

	Current	Proposed	Impact
Salary	33,000	90,000	57,000
FICA	2,525	6,885	4,361
Retirement	19,800	54,000	34,200
Life & Health Insurance	-	78,954	78,954
Total Compensation	<u>55,325</u>	<u>229,839</u>	<u>174,515</u>

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored By: Commissioner Santiago

ORDINANCE NO. 26-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III, SECTION 22-55 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO SITE PLAN APPLICATION; SPECIFICALLY AMENDING SAID SECTION TO ADD NEW LETTER "E"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations addresses site plan application; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend the City's land development regulations pertaining to site plan application to add new subletter (E) to allow temporary site plan application for temporary use for properties impacted by a major fire occurring between the dates May 26, 2026 through May 29, 2026; and

WHEREAS, the City Commission of the City of Opa-Locka finds that said amendment is in the best interest of the City of Opa-Locka.

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 III, Section 22-55 of the Land Development Regulations is hereby amended to add new letter E and shall read:

Sec. 22-55. - Site plan application.

Applications for site plan review shall require the submission of a site plan package in accordance with the provisions of this article. Site plans shall be required for all development within the city. Prior to any action by the city commission at public hearing a review by and recommendation from the planning and zoning board shall be required. Notwithstanding the above, the development and the construction of ten (10) detached single-family or five (5) duplex residences shall be subject to administrative site plan review and approval. In addition, existing development on which no site plan

was previously submitted and/or is on file shall also be subject to administrative site plan review and approval. No certificate of occupancy shall be issued for any building unless all facilities included in the approved site plan have been provided. The director may, if in his opinion it is deemed necessary, retain consultants to assist in the review of an application for site plan approval.

A. *Procedure.* An application for site plan review shall be made to the director prior to an application for a building permit and will only be accepted if all other ordinances and provisions of the city have been complied with. Except as may otherwise be required by law or administrative procedures, all required county, regional, state, or federal agency approvals shall be obtained prior to site plan approval.

B. *Approval criteria.* The planning and zoning board and city commission shall use the following criteria in making their decision regarding approval or disapproval of a site plan application:

The development permitted by the application, if granted, conforms to the comprehensive plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered.

The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the city.

The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.

The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.

C. *Plan submission and review.* Any application for site plan approval shall include the following information:

1. The location and size of the site, including its legal description and a current certified survey (less than six (6) months old).
2. The recorded ownership interests including liens and encumbrances and the nature of the developer's interest if the developer is not the owner.
3. The relationship of the site to existing development in the area including streets, utilities, residential and commercial development, and physical features of the land including pertinent ecological structures within one hundred (100) feet.
4. The density or intensity of land use to be allocated, all parts of the site to be developed, together with tabulations by acreage and percentage thereof.

5. The location, size, and character of any common open space and the form of organization proposed to own and maintain any common open space.
6. The use and the number of stories, height, bulk, and location of all buildings and other.
7. The requirements as set forth in this chapter and other chapters, including the necessary documentation for providing required improvements such as streets, water supply, storm drainage, parking, landscaping, and sewage collection as well as the provisions for all other appropriate public and private services such as police or security protection, fire protection, and refuse collection.
8. The substance of covenants, grants of easements, or other restrictions proposed to be imposed upon the use of the land, buildings, and structures including proposed easements or grants for public utilities.
9. In the case of plans which call for development over a period of years, a phasing schedule showing the approximate times within which applications for building permits are intended to be filed.
10. Any additional data, plans, or specifications which the applicant believes is pertinent and will assist in clarifying his application.
11. A demonstration that the proposed development does not degrade adopted levels of service in the city.
12. Architectural elevations for buildings in the development; exact number of dwelling units, sizes and types and total number of bedrooms, if residential. For nonresidential development, the floor area ratio and gross square footage shall be required.
13. Plans for signs, if any.
14. Traffic study stating current average daily and peak hour traffic volume counts, a description of existing traffic conditions, programmed and planned roadway improvements, and future traffic conditions. All roadway improvements and associated costs shall be provided.
15. Landscaping plan, including types, sizes and locations of vegetation and decorative shrubbery, and showing provisions for irrigation and maintenance. Certification of compliance with city landscape and the Code of Miami-Dade County, Florida, chapter 18A requirements.
16. Color renderings and elevations.
17. Photometrics.
18. Flood criteria data and finished floor elevations.
19. Additional data, maps, plans, surveys or statements, as may be required for the particular use or activity involved.

D. *Development review committee.* Upon acceptance of a site plan application, one (1) which is deemed non-administrative, the director shall forward a copy of the application and accompanying material to each of the following departments for review, as applicable:

- a. Public works and utilities.
- b. Parks and recreation.
- c. Police.
- d. Buildings and licensing.
- e. Reserved.
- f. Any other agency (whether municipal, county or state), as deemed applicable by the director.

If requested by the director, each reviewing discipline shall prepare a staff report with written comments and shall forward such staff report to the director. The director shall make a written finding that the site plan has or has not met the standards of this code. The applicant shall obtain applicable county and state approval prior to scheduling of public hearing.

A final site plan approved, either by the city commission or administrative action shall only be valid for a period of two (2) years. If a final plan has been allowed to expire without application for a building permit or commencement of construction the applicant will be required to submit a new site plan application.

E. For any property, impacted by the fires that occurred within the City of Opa-Locka between the dates May 26, 2026 and May 29, 2026, property owners will be allowed to submit a temporary use application to be effective for a ninety (90) day period. Impacted property owners will be required to submit a site plan application pursuant to this Section within the same ninety (90) day period.

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

City Manager:	Sha'mecca Lawson			CM Signature		
Commission Meeting Date:	6.24.2026		Item Type:	Resolution	Ordinance	Other
			(Enter X in box)		X	
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading		2nd Reading
		X	Public Hearing: (Enter X in box)	Yes	No	Yes
				X		X
Funding Source: Account#:	(Enter Fund & Dept) Ex: N/A		Advertising Requirement: (Enter X in box)	Yes		No
	See Financial Impact section below				X	
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
		X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
		X				
Sponsor Name	Commissioner Santiago		Department:	City Commission		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE TEMPORARY PLACEMENT AND USE OF METAL STORAGE CONTAINERS, SHIPPING CONTAINERS, OR OFFICE TRAILER AS OFFICE SPACE FOR PROPERTY OWNERS AND BUSINESS OPERATORS LOCATED ON CAIRO LANE WHOSE BUSINESSES WERE IMPACTED BY THE RECENT FIRE INCIDENTS; ESTABLISHING CONDITIONS FOR SUCH TEMPORARY USE; REQUIRING THE SUBMISSION OF FINAL SITE PLANS AND REBUILDING APPLICATIONS WITHIN NINETY (90) DAYS; PROVIDING FOR PENALTIES AND REVOCATION OF APPROVAL FOR FAILURE TO COMPLY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City Commission recognizes that multiple businesses located on Cairo Lane suffered substantial damage and operational disruptions as a result of recent fire incidents. It to be in the best interest of the public health, safety, and welfare to provide temporary relief measures that allow affected businesses to continue operations while permanent rebuilding and redevelopment plans are prepared. The temporary placement of metal containers, shipping containers, or office trailer for use as office space may provide an immediate and practical solution for affected business owners. The City Commission desires to ensure that such temporary uses remain

temporary in nature and that affected property owners proceed diligently toward the construction of permanent facilities in compliance with all applicable City regulations.

The approval conditions for the temporary use shall include the following factors:

1. Temporary authorization
2. Site plan requirements-
3. Failure to comply
4. Duration of temporary approval
5. Implementation
6. Effective Date

Within 90 days of the passage of this legislation, the affected business owners must commence the application process for the Temporary Office Use.

Pursuant to Section 22-55 of the Code of Ordinance, the site plan application will be amended to allow affected business owners to submit site plans up to 90 days following the approval of the Temporary Use application.

Financial Impact: There is no financial impact associated with the passage this legislation.

Proposed Action:

Staff will adhere to the direction of the City Commission.
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Attachment:

1st Reading / Public Hearing:
2nd Reading / Public Hearing:
Adopted:
Effective Date:
Sponsored By: Mayor Taylor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING RUTLAND STREET FROM OPA-LOCKA BOULEVARD TO VERMONT STREET AS “PROGRESSIVE FIREFIGHTERS ASSOCIATION STREET”; PROVIDING FOR CONFLICT AND REPEALER; SEVERABILITY; SCRIVENER’S ERRORS; AND AN EFFECTIVE DATE.

WHEREAS, the Progressive Firefighters Association (“PFA”) was established to empower its members to make a positive impact on fire and rescue services within underserved communities while fostering professional development in areas such as fire prevention and safety, social and economic advancement, marketing, and community development; and

WHEREAS, through mentorship, education, programs, initiatives, and access to resources, the organization’s mission is to equip individuals and communities with the tools necessary for growth and success, and since its founding in the City of Opa-Locka, the organization has demonstrated a longstanding commitment to leadership, public service, and community engagement; and

WHEREAS, for more than 40 years, the PFA has been located on Rutland Street and has served as a vital community resource, and therefore, the sponsor seeks to designate and rename the segment of Rutland Street extending from Opa-Locka Boulevard to Vermont Street as “Progressive Firefighters Association Street”; and

WHEREAS, Chapter 19, Article III entitled Naming of Public Facilities and Streets, Sections 19-26 through 19-29 pertains to naming of streets whenever there is a proposal to rename an existing public facility or street; and

WHEREAS, pursuant to Section 19-27(b) of the City of Opa-Locka’s Code of Ordinances, the City Commission designates itself as the Street Naming Committee; and

WHEREAS, there is no financial impact related to the passage of this Ordinance other than the renaming, signage and event costs that are not expected exceed Two Thousand, Five Hundred Dollars (\$2,500.00); and

WHEREAS, the City Commission finds it in the best interest of the City to rename Rutland Street from Opa-Locka Boulevard to Vermont Street as “Progressive Firefighters Association Street.”

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION.

The City Commission of the City of Opa-Locka hereby approves the renaming of Rutland Street from Opa-Locka Boulevard to Vermont Street as "Progressive Firefighters Association Street" following consideration of all factors required for renaming and further authorizes the renaming and event costs not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

SECTION 3. CONFLICT & REPEALER.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 4. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. SCRIVENER'S ERRORS. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 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		City Manager Signature:				
Commission Meeting Date:	06.10.2026		Item Type: (Enter X in box)	Resolution	Ordinance		Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X	Enhance Organizational ☐				
			Bus. & Economic Dev ☐				
			Public Safety ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☒				
			Communication ☐				
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING RUTLAND STREET FROM OPA-LOCKA BOULEVARD TO VERMONT STREET AS "PROGRESSIVE FIREFIGHTERS ASSOCIATION STREET.

Staff Summary:

The Progressive Firefighters Association was established to empower its members to make a positive impact on fire and rescue services within underserved communities while fostering professional development in areas such as fire prevention and safety, social and economic advancement, marketing, and community development. Through mentorship, education, programs, initiatives, and access to resources, the organization's mission is to equip individuals and communities with the tools necessary for growth and success.

Since its founding in the City of Opa-locka, the organization has demonstrated a longstanding commitment to leadership, public service, and community engagement. For more than 40 years, the PFA has been located on Rutland Street and has served as a vital community resource. Therefore, the sponsor seeks to designate and rename the segment of Rutland Street extending from Opa-locka Boulevard to Vermont Street as "Progressive Firefighters Association Street."

Financial Impact: There is no financial impact related to the passage of this Ordinance, however the renaming event costs are to not exceed \$2,500 and to be charged to Non-Department General Expense, Account 19-519493.

Proposed Action:

Staff will adhere to direction of the City Commission.

Attachment: