

**CITY OF WEST MIAMI  
901 S.W. 62<sup>ND</sup> AVENUE  
WEST MIAMI, FL 33144  
[WWW.CITYOFWESTMIAMIFL.COM](http://WWW.CITYOFWESTMIAMIFL.COM)**



**AGENDA  
REGULAR CITY COMMISSION**

**WEDNESDAY, AUGUST 4<sup>TH</sup>, 2021  
7:30 PM**

**City Hall, Commission Chambers  
901 SW 62<sup>nd</sup> AVE  
West Miami, FL 33144**

**CITY COMMISSION**

***MAYOR RHONDA A. RODRIGUEZ  
VICE-MAYOR ERIC DIAZ-PADRON  
COMMISSIONER CANDIDA BLANCA  
COMMISSIONER JUAN M. BLANES  
COMMISSIONER LUCIANO L. SUAREZ***

***CITY MANAGER YOLANDA AGUILAR  
CITY ATTORNEY JOSE A. VILLALOBOS  
CITY CLERK ANNERY GONZALEZ***

1. **INVOCATION:**

2. **PLEDGE OF ALLEGIANCE:**

3. **ROLL CALL:**

4. **PRESENTATION OF MINUTES FOR APPROVAL FOR JULY 21<sup>ST</sup>, 2021 REGULAR COMMISSION MEETING:**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

5. **PUBLIC COMMENTS:**

6. **REPORT OF THE CITY MANAGER:**

7. **REPORT OF THE CITY ATTORNEY:**

8. **REPORT OF THE CITY ENGINEER:**

9. **COMMITTEE REPORTS:**

Report of the Mayor:

10. **UNFINISHED BUSINESS:**

- A) **Status Report by the Office of the Chief of Police Re: Parking surrounding the buildings along the commercial corridor, citations issued, Crime Stats for each building, and report of interactions by the NRO. (Chief Avila)**
- B) **Appointment of members and alternate members to the Charter Review Board.**

11. **NEW BUSINESS AGENDA ITEMS:**

- A) **Recognition to Angel Rivero on his retirement from the City of West Miami after 24 years of service. (Sponsored by Mayor Rodriguez)**
- B) **Recognition of Manuel Bello on his retirement from the City of West Miami after 13 years of service. (Sponsored by Mayor Rodriguez)**
- C) **Request for mitigation of liens for code violations at the property located at 1300 SW 58 AVE and owner Gladys Mayo.**
- D) **RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF \$ \_\_\_\_\_ FROM GLADYS MAYO ON CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS AT THE PROPERTY LOCATED AT 1300 SW 58 AVE, WEST MIAMI, FL; PROVIDING THAT IF PAYMENT IN FULL IS NOT PAID BY \_\_\_\_\_ THEN THE AMOUNT OWED SHALL REVERT TO THE ORIGINAL LIEN AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- E) Acknowledgement of response letter from TY Lin International Re: Termination of engineering services to the City of West Miami effective July 30<sup>th</sup>, 2021 (City Manager)
- F) Recommendation to Award A.M.I. Professional Services for engineering services to commence August 1<sup>st</sup>, 2021 through April 20<sup>th</sup>, 2022 with an option to renew for additional two years pending ratification of the City Engineer. (City Manager)
- G) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI ACKNOWLEDGING CORRESPONDENCE BY TY LIN INTERNATIONAL DATED JULY 22, 2021 (ATTACHED AS EXHIBIT A) STATING THAT TY LIN WILL NO LONGER BE ABLE TO PROVIDE SERVICES TO THE CITY OF WEST MIAMI AS OF JULY 30, 2021 AT 5:30 P.M. AS A RESULT OF A TERMINATION LETTER BY THE CITY MANAGER DATED JULY 22, 2021 (ATTACHED AS EXHIBIT B); WAIVING COMPETITIVE BIDDING; ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH A.M.I. ENGINEERING COMMENCING JULY 31, 2021 AS BETTER DESCRIBED IN THE ATTACHED SERVICE AGREEMENT (ATTACHED AS EXHIBIT C); PROVIDING FOR AN EFFECTIVE DATE.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- H) Report and recommendation by the Office of the City Manager Re: Look Advertising, LLC. letter dated June 24<sup>th</sup>, 2021 requesting a reduction in the monthly revenue to the City. (City Manager)
- I) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AMENDING THAT CERTAIN CONTRACT BY AND BETWEEN THE CITY OF WEST MIAMI AND LOOK ADVERTISING LLC DATED APRIL 12, 2017 (ATTACHED HERETO AS EXHIBIT A); RENEWING SAID CONTRACT FOR AN ADDITIONAL THREE (3) YEARS; ALTERING PAYMENT TO THE CITY FROM \$500.00 PER MONTH TO \$250.00 PER MONTH; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED CONTRACT WITH LOOK ADVERTISING LLC; PROVIDING FOR AN EFFECTIVE DATE.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- J) Report by the Office of the City Clerk Re: Bid Tabulation Results of the Copper Park Playground Shade Canopy and Installation.
- K) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI APPROVING (DISAPPROVING) THE RECOMMENDATION OF THE ADMINISTRATION TO AWARD A CONTRACT PURSUANT TO BID NO. 202107232021 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH MIRACLE RECREATION EQUIPMENT CO. IN THE TOTAL AMOUNT OF \$52,861.00 FOR THE PURCHASE AND INSTALLATION OF CERTAIN EQUIPMENT AT THE WEST MIAMI COOPER PARK PLAYGROUND SHADE; TO BE FUNDED BY PARKS ACCOUNT #575-600; PROVIDING FOR AN EFFECTIVE DATE.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- L) Discussion to remand to Planning and Zoning Board for recommendation: Repealing live work units, mechanical parking, and parking bonus credits; Adjusting parking requirements; and Increasing radius for special use permit notice. (Vice-Mayor Diaz-Padron) (Phase I- Discussion)

**12. CONSENT AGENDA ITEMS: None.**

**13. GOOD OF THE ORDER:**

**ADJOURNMENT:**

**MOTION TO ADJOURN BY:**

**SECOND BY:**

**MEETING ADJOURNS:**

**NOTE:**

\* ANY PERSON, OR PERSONS, WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL REQUIRE A VERBATIM RECORD OF THE PROCEEDING UPON WHICH THE APPEAL IS BASED. INTERESTED PERSONS SHOULD, THEREFORE, TAKE THE NECESSARY STEPS TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH CONTAINS THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED. (F.S.286.0105)

\* ANY PERSON WISHING TO ADDRESS THE CITY COMMISSION ON ANY ITEM ON THE AGENDA SHALL REGISTER WITH THE CITY CLERK PRIOR TO THE ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

\* ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS FOR PARTICIPATION IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 305 266-1122, WITH REQUESTS FOR AUXILIARY AIDS OR SERVICES AT LEAST TWO BUSINESS DAYS BEFORE THE MEETING.



**CITY OF WEST MIAMI  
COMMISSION MEETING MINUTES  
REGULAR COMMISSION MEETING  
PRELIMINARY BUDGET 2021-2022 SUBMITTAL**

**WEDNESDAY, JULY 21<sup>ST</sup>, 2021  
7:30 PM  
COMMISSION CHAMBERS  
901 S.W. 62<sup>ND</sup> AVENUE  
WEST MIAMI, FLORIDA**

1. **INVOCATION.** City Clerk Annery Gonzalez gave the Invocation.
2. **PLEDGE OF ALLEGIANCE.** Police Chief Carlos Avila led Pledge of Allegiance.
3. **ROLL CALL.** The City Commission for the City of West Miami met in regular session on Wednesday, July 21<sup>st</sup>, 2021 beginning at 7:32 PM in the City of West Miami Commission Chambers, 901 S.W. 62<sup>nd</sup> AVE, West Miami, FL 33144.  
Present at the Commission Chambers were: Mayor Rhonda A. Rodriguez, Vice-Mayor Eric Diaz-Padron, Commissioner Candida Blanca and Commissioner Luciano L. Suarez. Commissioner Blanes arrived at 7:46 PM.

Also in attendance were: City Manager Yolanda Aguilar, City Clerk Annery Gonzalez and City Attorney Jose A. Villalobos.

**NOTE FOR THE RECORD:** The Mayor requested taking item 11 A) out of order.

4. **PRESENTATION OF MINUTES FOR APPROVAL FOR JUNE 16<sup>TH</sup>, 2021 REGULAR COMMISSION MEETING.** Commissioner Blanca motioned to approve the Minutes as presented. The motion was seconded by Commissioner Suarez. All voted in favor by a 5/0 voice vote.
5. **PUBLIC COMMENTS.** No comments from the public.
6. **REPORT OF THE CITY MANAGER.** The City Manager provided a verbal report, which included the following:
  - CARES Act funds
7. **REPORT OF THE CITY ATTORNEY.** No report submitted.
8. **REPORT OF THE CITY ENGINEER.** City Engineer Frank Alonso provided a verbal report, which included the following:
  - 40<sup>th</sup> Year Certification Process.
  - Water Main Improvements Project Phase 1 restoration process. Rain has delayed finishing process.



**CITY OF WEST MIAMI  
COMMISSION MEETING MINUTES  
REGULAR COMMISSION MEETING**

**WEDNESDAY, JULY 21<sup>ST</sup>, 2021  
7:30 PM**

**NOTE FOR THE RECORD:** The City Manager recommended taking items 11 E) and F) out of order since they were related to the City Engineer.

The City Clerk informed for the record that Commissioner Blanes had joined the meeting.

**9. COMMITTEE REPORTS:**

**Report of the Mayor.** The Mayor reported about the City Clerk volunteering to go to Surfside to assist her colleague, the City Clerk of Surfside, with the tremendous amount of work and requests for public records after the condo collapse. The Mayor also thanked the Police Department for sending the officers, the support received by her colleagues and the City Manager.

The Mayor also welcomed Andrea Aguilar, attending her first meeting in the capacity of Assistant to the Recreation Center Director.

**10. UNFINISHED BUSINESS:**

**A) Appointment and/or reappointment of member to the Code Enforcement Board by Commissioner Blanca.** Commissioner Blanca appointed Jonathan Manoy to the Code Enforcement Board.

**11. NEW BUSINESS AGENDA ITEMS:**

**A) Presentation by The Honorable Miami-Dade County Mayor Daniella Levine Cava.** Tomas Alcalá, Governmental & Community Liaison from Miami-Dade County Office of the Mayor was present on behalf of Mayor Levine Cava, who could not be present due to pressing issues. Mr. Alcalá extended their heartfelt gratitude to the City of West Miami for the support during the Surfside tragedy from the Police team and staff. Furthermore, Mayor Rodriguez praised Mayor Levine Cava for her outstanding job, her presence at the collapse site, her empathy care and support. In closing Commissioner Suarez commended Mr. Alcalá for the job well done.

**NOTE FOR THE RECORD:** The Mayor instructed the City Clerk to proceed with the regular order of the agenda.

**B) Request for mitigation of liens for code violations at the property located at 6481 SW 21<sup>st</sup> ST and owners Ricardo Victorero and Yohany Rodriguez.** The Chief Code Enforcement provided the highlights of the case. Ricardo Victorero, property owner, 6481 SW 21<sup>st</sup> ST, West Miami, FL, was present and requested mitigation of the liens at this property. The City Manager recommended a mitigation amount of \$ 1,500.00. A brief discussion and a recommendation for Zero Dollars led to item 11 C).



**CITY OF WEST MIAMI  
COMMISSION MEETING MINUTES  
REGULAR COMMISSION MEETING**

**WEDNESDAY, JULY 21<sup>ST</sup>, 2021  
7:30 PM**

- C) RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF ZERO DOLLARS \$ 0.00 FROM RICARDO VICTORERO AND YOHANY RODRIGUEZ ON CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS AT THE PROPERTY LOCATED AT 6481 SW 21<sup>ST</sup> STREET, WEST MIAMI, FL; PROVIDING THAT IF PAYMENT IN FULL IS NOT PAID BY (NOT APPLICABLE) THEN THE AMOUNT OWED SHALL REVERT TO THE ORIGINAL LIEN AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.** Vice-Mayor Diaz-Padron motioned to approve the Resolution with a mitigation amount of Zero Dollars, seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote.
- D) Report by the Office of the City Clerk Re: Charter Review Board. (Pursuant to Section 7.06 of City Charter).** The City Clerk reported that pursuant to Section 7.06 of the City Charter, the City Charter shall be reviewed every four years to determine if amendments or revisions shall be submitted to the electors. No later than 240 days prior to the second Tuesday of April of every four years the Commission shall appoint a Charter Review Board consisting of the Mayor and members of the City Commission and five members and five alternates. The City Clerk informed the Commission the 240<sup>th</sup> day falls on August 15<sup>th</sup>, 2021.
- E) Discussion re: Termination of Professional Service Agreement with TY Lin International (City Manager).** The City Manager informed the City Engineer Frank Alonso had tendered his resignation to TY Lin effective July 30<sup>th</sup>, 2021. Mr. Alonso is the City's Building Official. Further the City Manager informed the Professional Agreement with TY Lin expired in 2018, but was ratified as the City Engineer after the 2020 election. Furthermore, the City Manager in conjunction with the Planning and Zoning and Public Works Director and upon the City Attorney's advice, recommended giving TY Lin a 30-day notice to terminate the Agreement. Commissioner Suarez expressed there is no reason to terminate the Agreement with TY Lin just because of Frank Alonso's resignation and further said the City should not enter into a contract with Frank Alonso until such time a 30-day notice is provided to TY Lin. The Mayor requested clarification by the City Attorney. The City Attorney responded TY Lin was ratified as City of West Miami engineer in 2020, however, the prior contract with TY Lin calls for a termination at will, provided that a notice is given within 30 days. Commissioner Blanes spoke in support of Commissioner Suarez' recommendation. The Director of Planning and Zoning expressed Frank Alonso is the City's Building Official regardless of how many engineers are working with TY Lin. Mr. Pena further indicated the City cannot afford to be without a Building Official and to continue the Building Department's operations a Building Official must be onboard. Vice-Mayor Diaz-Padron expressed the fact that an engineer is leaving a firm it is not a novel situation. There was a short discussion.
- Frank Alonso expressed he has grown with TY Lin professionally and personally, he has run the Miami office for the last ten years, which has been a large operation he has managed and West Miami has been part of it, also since the inception of the Building Department he has been the Building Official. His decision to leave TY Lin has nothing to do with TY Lin but merely a personal and professional ambition to start a company of his own. He is leaving TY Lin in very good terms.



**CITY OF WEST MIAMI  
COMMISSION MEETING MINUTES  
REGULAR COMMISSION MEETING**

**WEDNESDAY, JULY 21<sup>ST</sup>, 2021  
7:30 PM**

All were in favor of the Manager issuing a letter to TY Lin with a 30-day notice. All were in favor by a 5/0 voice vote.

- F) Discussion and recommendation by the Office of the City Manager requesting authorization to enter into a Professional Service Agreement with A.M.I. (Alonso Municipal Infrastructure) Engineering with a commencement date of August 1<sup>st</sup>, 2021 through April 20<sup>th</sup>, 2022 with an option to renew said agreement for a period of two additional years.** The City Manager recommended a commencement date of August 30<sup>th</sup>, 2021 through April 20<sup>th</sup>, 2022, at such time the City will have an option to renew the agreement. It was clarified that Frank Alonso will not interrupt his service even is he has to wait another 30 days, he will do that pro bono to the City, he is the Building Official employed by the City. The City Attorney expressed concerns about a 10-day void from the issuance of the letter and the 30-day period. Vice-Mayor Diaz-Padron recommended a commencement date of 30 days from the issuance of the letter. The vote was as follows: Mayor Rodriguez, Vice-Mayor Diaz-Padron, Commissioner Blanca and Commissioner Blanes voted yes. Commissioner Suarez voted no.

**NOTE FOR THE RECORD:** Item 9 was heard.

## **PRELIMINARY BUDGET FY 2021-2022 SUBMITTAL**

- G) SUBMISSION OF THE PRELIMINARY CITY BUDGETS FOR FISCAL YEAR 2021-2022. (CITY MANAGER).** The City Manager informed the Budget Message had been delivered to the members of the City Commission. The Mayor requested the Manager to read a summary of the Manager's Message for the record.

**NOTE FOR THE RECORD:** The Mayor called for a break at 8:45 PM. The meeting was called back to order by the Mayor at 9:04 PM and all were present. The Mayor requested to pull item 12 B) from the Consent Agenda and have the City Attorney to read the Resolution in its entirety.

The Budget Message was presented by the City Manager.

- H) RESOLUTION OF THE CITY OF WEST MIAMI, FLORIDA ESTABLISHING THE 2021 TENTATIVE MILLAGE RATES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CITY LIMITS FOR THE PAYMENT OF THE AMOUNTS APPROPRIATED IN THE 2021-2022 PRELIMINARY BUDGET.** Commissioner Blanca motioned to approve the Resolution as presented. Vice-Mayor Diaz-Padron then made another motion for a Millage Rate of 6.73, which was a small reduction from the proposed 6.8858. The 6.73 would represent a 2.73 reduction in the Millage Rate and it would provide a slight decrease in the dollar amount that homestead residents paid in their taxes to West Miami last year. Commissioner Blanes expressed he needed to educate himself on the implications of seconding such motion. Vice-Mayor Diaz-Padron requested to the City Manager the budgetary implications of the 6.73 Millage Rate for the Tentative Budget and withdrew his motion. Commissioner Blanca expressed she has been





**CITY OF WEST MIAMI  
COMMISSION MEETING MINUTES  
REGULAR COMMISSION MEETING**

**WEDNESDAY, JULY 21<sup>ST</sup>, 2021  
7:30 PM**

part of this Commission for almost 11 years and appreciated a tax reduction as a resident, but she could not vote irresponsibly. She further expressed the City needs to increase reserves for City services. Commissioner Blanes motioned to approve the Resolution as submitted. Due to a confusion the Mayor requested the Clerk to read the Resolution again. The Clerk read the Resolution and Commissioner Suarez motioned for approval of the Resolution as presented. The motion was seconded by Commissioner Blanes. The vote was as follows: Mayor Rodriguez, Commissioner Blanca, Commissioner Blanes and Commissioner Suarez voted yes. Vice-Mayor Diaz-Padron voted no. Item passed by a 4/1 voice vote.

**I) RESOLUTION OF THE CITY OF WEST MIAMI, FLORIDA ADOPTING THE 2021-2022 PRELIMINARY BUDGET.** Upon motion by Commissioner Suarez, second by Commissioner Blanes and unanimous 5/0 voice vote, the foregoing Resolution was approved and entered into the record.

**J) RESOLUTION OF THE CITY OF WEST MIAMI FLORIDA ADOPTING THE PRELIMINARY WATER ENTERPRISE FUND BUDGET FOR THE YEAR 2021-2022 IN THE SUM OF ONE MILLION TWO HUNDRED TWENTY-NINE THOUSAND FORTY-EIGHT DOLLARS (\$ 1,229,048.00).** Commissioner Suarez motioned to approve the Resolution as presented, seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote.

**12. CONSENT AGENDA ITEMS:**

Commissioner Suarez motioned to approve the Consent Agenda. The motion was seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote.

**A) Request for proclamation recognizing Belen Jesuit teacher Pat Collins for 50 years of civics and government education. (Sponsored by Vice-Mayor Diaz-Padron).** Item approved.

**B) RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI PRAISING AND SALUTING HEROIC EFFORTS OF CUBAN PEOPLE DEMONSTRATING AND RISKING THEIR LIVES AGAINST THE TYRANNICAL REGIME THAT HAS OPPRESSED THE CUBAN NATION FOR THE LAST SIXTY-TWO YEARS; DEMANDING THE OUSTING OF THE COMMUNIST REGIME; DEMANDING THE RIGHTS OF FREEDOM OF SPEECH AND ASSEMBLY AND REQUESTING RECOGNITION AND ASSISTANCE FROM THE NATIONS OF THE WORLD; SPECIFICALLY REQUESTING FROM PRESIDENT JOSEPH R. BIDEN, JR. ASSISTANCE WITH ALL AVAILABLE MODERN TECHNOLOGY TO PIERCE THE BLOCKAGE OF THE INTERNET AND SOCIAL MEDIA PRESENTLY BLOCKED BY THE CUBAN DICTATORSHIP; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EFFECTIVE DATE. (Sponsored by Mayor Rodriguez).** The City Attorney read this Resolution in its entirety. Vice-Mayor Diaz-Padron motioned for approval. The motion was seconded by Commissioner Blanca. All voted in favor by a 5/0 voice vote.



**CITY OF WEST MIAMI  
COMMISSION MEETING MINUTES  
REGULAR COMMISSION MEETING**

**WEDNESDAY, JULY 21<sup>ST</sup>, 2021  
7:30 PM**

**NOTE FOR THE RECORD:** The City Attorney was excused from the meeting. Item 11 G) was heard.

**13. GOOD OF THE ORDER.** The Mayor thanked all for their participation in the Preliminary Budget process.

**ADJOURNMENT:** There being no further business before the City Commission the meeting was declared adjourned at 9:45 PM.

**RESPECTFULLY SUBMITTED BY:**

A handwritten signature in blue ink that reads "Annery Gonzalez".

---

**ANNERY GONZALEZ, MMC  
CITY CLERK**

**APPROVED:** //2021 *Regular Commission Meeting*

**WEST MIAMI POLICE**  
**CASE ANALYSIS FOR APARTMENT BUILDINGS**  
**April 1, 2021- June 30, 2021**

2001 SW 67 AVE	# of CALLS	2101 SW 67 AVE	# of CALLS	2201 SW 67 AVE	# of CALLS	6290 SW 8 ST	# of CALLS	6320 SW 8 ST	# of CALLS	950 SW 57 AVE	# of CALLS
Burglaries		Burglaries		Burglaries	1	Burglaries		Burglaries		Burglaries	2
Thefts	2	Thefts		Thefts	1	Thefts		Thefts		Thefts	
Disturbances	9	Disturbances	9	Disturbances	12	Disturbances	2	Disturbances	15	Disturbances	
Assault/Battery/Domestic	2	Assault/Battery/Domestic	3	Assault/Battery/Domestic	3	Assault/Battery/Domestic	2	Assault/Battery/Domestic	1	Assault/Battery/Domestic	1
Investigative	5	Investigative	6	Investigative	5	Investigative	1	Investigative	6	Investigative	1
Ill Persons		Ill Persons	1	Ill Persons		Ill Persons		Ill Persons		Ill Persons	
Traffic Related	2	Traffic Related		Traffic Related	3	Traffic Related		Traffic Related	3	Traffic Related	
Fraud		Fraud		Fraud	1	Fraud		Fraud	2	Fraud	
Alarms	1	Alarms		Alarms	1	Alarms		Alarms		Alarms	
Suspicious Person/Vehicle		Suspicious Person/Vehicle		Suspicious Person/Vehicle		Suspicious Person/Vehicle	1	Suspicious Person/Vehicle	3	Suspicious Person/Vehicle	
Baker Acts		Baker Acts		Baker Acts		Baker Acts		Baker Acts		Baker Acts	
Criminal Mischief		Criminal Mischief		Criminal Mischief		Criminal Mischief		Criminal Mischief		Criminal Mischief	
Robbery		Robbery		Robbery		Robbery		Robbery		Robbery	
Sex Crimes		Sex Crimes		Sex Crimes		Sex Crimes		Sex Crimes		Sex Crimes	
Auto theft		Auto theft	1	Auto theft	2	Auto theft		Auto theft		Auto theft	
Fires		Fires		Fires	2	Fires		Fires	1	Fires	
Civil Matters		Civil Matters	1	Civil Matters		Civil Matters		Civil Matters	1	Civil Matters	
Drug Offenses		Drug Offenses		Drug Offenses		Drug Offenses		Drug Offenses		Drug Offenses	
Missing Persons		Missing Persons		Missing Persons		Missing Persons		Missing Persons	1	Missing Persons	
Shootings		Shootings		Shootings		Shootings		Shootings		Shootings	
<b>TOTAL CALLS</b>	<b>21</b>	<b>TOTAL CALLS</b>	<b>21</b>	<b>TOTAL CALLS</b>	<b>31</b>	<b>TOTAL CALLS</b>	<b>6</b>	<b>TOTAL CALLS</b>	<b>35</b>	<b>TOTAL CALLS</b>	<b>5</b>

**Total Calls for Service: 119**

**Note: 2021 Parking Violations at 63 Ave SW 9 St: 409**

NRO MONTHLY LOG: APRIL 2021

OFC. E. ALVAREZ ID# 134

04/01/2021

- 2001 SW 67 AVE, DISTRICT WEST- 1159: MANAGEMENT REF EVICTIONS
- 950 SW 57 AVE, CLUB PRADO- 1330: MANAGEMENT/ QRU
- SOCIAL MEDIA POSTS REF SOMERSET CAREER DAY

04/04/2021

- 57AVE/ 11 ST- 0835: SOCIAL MEDIA POSTS REF EASTER SUNDAY

04/07/2021

- 2001 SW 67, DISTRICT WEST- 1001: CHECK W/ MANAGEMENT/ QRU
- 1930 SW 64 AVE- 1404: CITIZEN CONTACT RONALDO TERRERO/ QRU

04/08/2021

- 2001 SW 67 AVE, DISTRICT WEST- 1740: MONTHLY COMM MEETING. 12 GUESTS UP FROM 8, ONE ON ONE MEETING

04/12/2021

- 2001SW 67 AVE, DISTRICT WEST- 1122: CHECK W/ MANAGEMENT, 7 TOTAL EVICTIONS

04/16/21

- 2001 SW 67 AVE, DISTRICT WEST- 1118: CHECK W/ MANAGEMENT, 7 EVICTIONS TOTAL
- SOCIAL MEDIA POST REF TRAFFIC UNIT ENFORCEMENT

04/21/2021

- 2001 SW 67 AVE, DISTRICT WEST- 0911: MANAGEMENT REF APT# 337
- 950 SW 57 AVE, CLUB PRADO- 1021 MANAGEMENT REF REPORT COPY

04/22/2021

- 2201 SW 67 AVE, SOLESTE22- 1124: MET REGIONAL MANAGER, REQUESTED COMMUNITY NIGHT MEETING

04/27/2021

- 6488 SW 11 ST- 0953: CITIZEN CONTACT REF PARKING TICKET
- 6320 SW 8 ST, SOLESTE ALAMEIDA- 1047: MANAGEMENT REF PARKING AND DOG FECES ON 9 ST

04/30/2021

- 2001 SW 67 AVE, DISTRICT WEST- 1036: BUSINESS CHECK WITH FRONT OFFICE, ALL QRU

NRO MONTHLY LOG: MAY 2021

OFC. E. ALVAREZ ID# 134

05/01/2021

- SOCIAL MEDIA POSTS REF CLICK IT OR TICKET CAMPAIGN BANNERS

05/05/2021

- SOCIAL MEDIA POST REF DADE CHIEFS OFC OF MONTH
- 6507 SW 23 ST- 1052: HOMEOWNER REF REMOVED STOP SIGNS
- 1500 SW 57 AVE- 1556: PUBLIX WALK THRU CHECK
- 2001 SW 67 AVE, DISTRICT WEST- 1620: BUSINESS CHECK REF EVICTIONS

05/06/2021

- 6320 SW 8 ST- SOLESTE ALAMEDA- 1022: MET WITH ASSISTANT MANAGER DIEGO MENGOTTI REF SETTING UP COMMUNITY MEETING AND SECURITY
- 63 AVE 9 ST- 1056: MET WITH TERESA SMART, CHIEF AND CHARLIE1 REF PARKING ISSUES
- 2001 SW 67 AVE, DISTRICT WEST- 1630: MET WITH ASSISTANT MANAGER FRANCY REF A REPORT COPY AND AN EVICTION NOTICE WAS SERVED IN MY PRESENCE.
- 6160 SW 10 TER- 1810: SPOKE TO RESIDENT FRANK REF SQUATTER ISSUE

05/09/2021

- SOCIAL MEDIA POST REF MOTHER'S DAY

05/20/2021

- 6024 SW 8 ST, SUNNY SIDE- 1056: MET WITH MANAGEMENT REF MISSING ELDERLY MALE

05/13/2021

- 2001 SW 67 AVE, DISTRICT WEST- 1745: MONTHLY COMMUNITY MEETING, 9 GUESTS ATTENDED

05/15/2021

- 1000 SW 57 AVE, INTERAMERICAN BANK- 1010: REBECCA SOSA BREAST CANCER SCREENING EVENT
- SOCIAL MEDIA POST REF BREAST CANCER EVENT
- 1000 SW 57 AVE, INTERAMERICAN BANK- 1350: CHECK-UP AT EVENT

05/16/2021

- 63 AVE 9 ST- 1605: SPOKE WITH MR. SMART AND NEIGHBOR REF BUILDING ISSUES

05/25/2021

- 6320 SW 8 ST, SOLESTE ALAMEIDA- 1206: MET WITH ASSISTANT MANAGER DIEGO MENGOTTI REF NUMEROUS CALLS DURING PREVIOUS WEEKEND.
- SOCIAL MEDIA POST REF 2021 HURRICANE PREPAREDNESS

05/31/2021

- SOCIAL MEDIA POST REF MEMORIAL DAY

**11 PARKING CITATIONS ISSUED AT 63 AVE 9 ST AREA**

**5 PARKING CITATIONS ISSUED AT LUDLAM DETAIL**

**NUMEROUS TIMES WITHOUT TAKING A SIGNAL, I PARKED AND WATCHED 63 AVE AND 9 ST FOR PARKING AND DOG FECES VIOLATIONS**

NRO MONTHLY LOG: JUNE 2021

OFC. E. ALVAREZ ID# 134

06/02/2021

- CITIZEN CONTACT 63 AVE 9 ST- 1335: MR SMART
- 2101 SW 67 AVE- 1455: WALK THRU CHECK- QRU
- 2001 SW 67 AVE- 1542: MET WITH ASSISTANT MANAGER, QRU REPORT
- 6320 SW 8 ST- 1605: MET WITH MANAGEMENT, QRU REPORT

06/04/2021

- SOCIAL MEDIA POST REF LBGTQ ADVISORY MEETING

06/10/2021

- 2001 SW 67 AVE- 1800: DISTRICT WEST COMM MEETING HELD BY SGT. DE LA UZ

06/22/2021

- 901 SW 63 AVE- 1805: CITIZEN CONTACT MR. SMART, QRU REPORT

06/26/2021

- 1500 SW 57 AVE- 1057: PUBLIX WALK THRU/ QRU

06/30/22

- 2201 SW 67 AVE- 1401: MET WITH MANAGEMENT TO SET UP COMM MEETING (TBA)



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 7/23/2021

Property Information	
Folio:	15-4012-016-1800
Property Address:	1300 SW 58 AVE West Miami, FL 33144-5724
Owner	GLADYS MAYO
Mailing Address	1300 SW 58 AVE MIAMI, FL 33144-5724
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 1 / 0
Floors	1
Living Units	1
Actual Area	1,550 Sq.Ft
Living Area	1,525 Sq.Ft
Adjusted Area	1,434 Sq.Ft
Lot Size	6,000 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2021	2020	2019
Land Value	\$193,380	\$168,900	\$150,804
Building Value	\$99,806	\$99,806	\$99,806
XF Value	\$713	\$722	\$731
Market Value	\$293,899	\$269,428	\$251,341
Assessed Value	\$156,665	\$154,502	\$151,029

Benefits Information				
Benefit	Type	2021	2020	2019
Save Our Homes Cap	Assessment Reduction	\$137,234	\$114,926	\$100,312
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
SYLVANIA HEIGHTS RESUB PB 46-1 LOT 10 BLK 26-B LOT SIZE 60.000 X 100 OR 14114-905 0589 4 COC 24792-1532 07 2006 1

Taxable Value Information			
	2021	2020	2019
<b>County</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$106,665	\$104,502	\$101,029
<b>School Board</b>			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$131,665	\$129,502	\$126,029
<b>City</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$106,665	\$104,502	\$101,029
<b>Regional</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$106,665	\$104,502	\$101,029

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/01/2006	\$350,000	24792-1532	Sales which are qualified
05/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
07/01/1973	\$33,000	00000-00000	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



# 2010005  
REPEAT OFFENSE/  
PROPERTY MAINTENANCE

\$ 13,400.00

233.50

---

13,633.50

# 2008035  
REPEAT OFFENSE/  
PROPERTY MAINTENANCE

\$ 16,100.00

274.00

---

16,374.00

# 1708078  
PROPERTY MAINTENANCE

\$ 472.50

245.08

---

\$ 717.58

# 2008034

TASH + DEBRIS NUISANCE

\$ 8,050.00

153.25

---

8,203.25

# 170877  
BLIGHT RESIDENTIAL

\$ 472.50

245.08

---

\$ 717.58

GRAND TOTAL:

\$ 39,645.91



**RESOLUTION # 2021-**

**RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF \$ \_\_\_\_\_ FROM GLADYS MAYO ON CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS AT THE PROPERTY LOCATED AT 1300 SW 58<sup>TH</sup> AVE, WEST MIAMI, FL; PROVIDING THAT IF PAYMENT IN FULL IS NOT PAID BY \_\_\_\_\_ THEN THE AMOUNT OWED SHALL REVERT TO THE ORIGINAL LIEN AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Code Enforcement liens for code violations has been levied against the property located AT 1300 SW 58<sup>th</sup> AVE, West Miami, Florida under **Case # 2010005 in the amount of \$ 13,633.50 Case # 2008034 in the amount of \$ 8,203.25, Case # 2008035 in the amount of \$ 16,374.00, Case # 170877 in the amount of \$717.58 and Case # 1708078 in the amount of \$717.58, totaling \$39,645.91; and**

**WHEREAS**, the Mayor and City Commission have received a negotiated settlement offer in the amount of \$ \_\_\_\_\_.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AS FOLLOWS:**

**SECTION 1.** The aforementioned statements are true and correct and adopted as is fully stated herein.

**SECTION 2.** The City Manager is hereby authorized to accept the mitigation offer in the amount of \$ \_\_\_\_\_ to settle Code Enforcement liens for code violations at 1300 SW 58 AVE, West Miami, Florida, and subsequently release said lien.

**SECTION 3.** This settlement is contingent upon payment of amount on Section 2 by \_\_\_\_\_ **from the adoption of this Resolution.** If said amount and settlement is not paid by this date, the amount owed in **Case # 2010005 in the amount of \$ 13,633.50 Case # 2008034 in the amount of \$ 8,203.25, Case # 2008035 in the amount of \$ 16,374.00, Case # 170877 in the amount of \$717.58 and Case # 1708078 in the amount of \$717.58, totaling \$39,645.91** will revert to the original amount.

**SECTION 4.** This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED AND ADOPTED this 8<sup>th</sup> Day of August 2021.

APPROVED:

\_\_\_\_\_  
**RHONDA A. RODRIGUEZ, MAYOR**

ATTEST:

\_\_\_\_\_  
**ANNERY GONZALEZ, MMC  
CITY CLERK**

APPROVED AS A FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
**JOSE A. VILLALOBOS, CITY ATTORNEY**

ROLL CALL:

This Resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_. The vote was as follows:

<b>MAYOR RHONDA A. RODRIGUEZ</b>	—
<b>VICE-MAYOR ERIC DIAZ-PADRON</b>	—
<b>COMMISSIONER CANDIDA BLANCA</b>	—
<b>COMMISSIONER JUAN M. BLANES</b>	—
<b>COMMISSIONER LUCIANO L. SUAREZ</b>	—

## Annery Gonzalez

---

**From:** Ahmad Hammoud <ahmad.hammoud@tylin.com>  
**Sent:** Monday, July 26, 2021 11:56 AM  
**To:** Cary Acosta  
**Cc:** Rhonda A Rodriguez; Eric Diaz Padron; Candy Blanca; Luciano L. Suarez; Juan M. Blanes; Annery Gonzalez; Jose Villalobos (jose.villalobos@akerman.com); Jose Villalobos - City Attorney; Juan Pena; Yolanda Aguilar; John Wood; Ahmad Hammoud  
**Subject:** RE: Termination of Agreement CWM & TY Lin Intl.  
**Attachments:** 2021-YL - Amad TY Lin International.pdf

Hello Carry:

We are in receipt of the City letter.

On behalf of T.Y. Lin International (TYLI), I want to thank the City Manager, the Director of Public Works and the entire City for the opportunity to serve you over the years. Indeed we enjoyed supporting and working with the City of West Miami.

As stated in the letter, we acknowledge the fact that we currently do not hold a professional agreement since the expiration of the April 18<sup>th</sup>, 2018 one. Also, we would like to inform the City that Mr. Francisco Alonso, whom TYLI is currently providing to the City in the capacity of City Engineer and the City Building Official, has handed his resignation effective Friday July 30<sup>th</sup>, 2021. Hence, TYLI will no longer be able to provide these services to the City past this date and as such, the agreement will rather terminate on July 30<sup>th</sup>, 2021 at 5:30pm.

Again, we appreciate the professional relationship with the City.

Regards,

**Ahmad A. Hammoud, PE, LEED AP BD&C**

**Vice President**

**TYLIN**INTERNATIONAL

201 Alhambra Circle Suite 900

Coral Gables, FL 33134

(305)714-4040 Direct

(305)567-1771 Fax

[ahmad.hammoud@tylin.com](mailto:ahmad.hammoud@tylin.com)

---

**From:** Cary Acosta <CaryA@cityofwestmiami.org>  
**Sent:** Thursday, July 22, 2021 4:06 PM  
**To:** Ahmad Hammoud <ahmad.hammoud@tylin.com>  
**Cc:** Rhonda A Rodriguez <RhondaARodriguez@cityofwestmiami.org>; Eric Diaz Padron <EricDP@cityofwestmiami.org>; Candy Blanca <CandyBlanca@cityofwestmiami.org>; Luciano L. Suarez <LucianoLSuarez@cityofwestmiami.org>; Juan M. Blanes <JuanMBlanes@cityofwestmiami.org>; Annery Gonzalez <AnneryG@cityofwestmiami.org>; Jose Villalobos (jose.villalobos@akerman.com) <jose.villalobos@akerman.com>; Jose Villalobos - City Attorney <pepev@aol.com>; Juan Pena <juanpena@cityofwestmiami.org>; Yolanda Aguilar <YolandaAguilar@cityofwestmiami.org>  
**Subject:** Termination of Agreement CWM & TY Lin Intl.  
**Importance:** High

You don't often get email from [carya@cityofwestmiami.org](mailto:carya@cityofwestmiami.org). [Learn why this is important](#)

Good afternoon Mr. Hammoud,

On behalf of the City Manager, attached please find a letter regarding termination of agreement between City of West Miami and Ty Lin International. The original letter has been sent to you via US mail.

Should you have any questions, please feel free to contact this office.

Thank you,

*Cary*



[www.cityofwestmiamifl.com](http://www.cityofwestmiamifl.com)

**PLEASE NOTE:** Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.



**YOLANDA AGUILAR**  
City Manager

July 22, 2021

Ahmad A. Hammoud, Vice President  
TY Lin International  
201 Alhambra Circle, Suite 900  
Coral Gables, Florida 33144-5108

Email: [ahmad.hammoud@tylin.com](mailto:ahmad.hammoud@tylin.com)

Dear Mr. Hammoud,

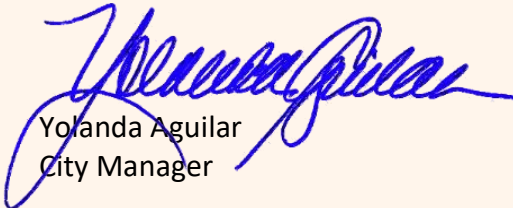
This letter shall serve to advise you that while the City has enjoyed a professional relationship with TY Lin International over the years, the City Commission has authorized this office to notify you of our intent to terminate this professional relationship by providing you with a 30-day written notice following the last executed professional service agreement approved on April 18<sup>th</sup>, 2018 under Section 13.0 titled "**Termination of Agreement**".

Although, the City does not have a current signed professional agreement on file since the expiration of the above stated agreement, we are following the terms and conditions of the prior contract as stipulated by Section 13.0 as it pertains to termination by either party, without cause.

Based on the above, please be advised that the agreement between the City of West Miami and TY Lin International will terminate on August 23, 2021 at 12:01 am.

Thank you for your partnership throughout the years.

Respectfully,



Yolanda Aguilar  
City Manager

YA/ca

Cc: Mayor and City Commission  
Jose Villalobos, City Attorney  
Annery Gonzalez, City Clerk  
City Manager file  
Juan Pena, Director of Public Works  
TY Lin International, Contract file

**CITY OF WEST MIAMI**

901 S.W. 62<sup>nd</sup> Avenue • West Miami, FL 33144 • Phone: (305)266-1122 • Fax (305)261-9914

[www.cityofwestmiamifl.com](http://www.cityofwestmiamifl.com)



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_day of \_\_\_\_\_, 2021 by and between the CITY OF WEST MIAMI, a political subdivision of the State of Florida and A.M.I. ENGINEERING authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT".

In consideration of the premises and the mutual covenants contained in this agreement, the CITY OF WEST MIAMI, through its City Manager, agrees to employ the CONSULTANT for a period ending on April 1<sup>st</sup>, 2022, and the CONSULTANT agrees to be available, continuing basis, to perform professional services.

### 1.0 General Provisions

1.1 The CONSULTANT may be awarded work and issued a Notice to Proceed to provide professional services for a project, for a portion of a project, or for discrete tasks on a project. Additional Professional Services, for the purpose of reviewing work performed by other professional consultants or for other miscellaneous engineering services that may be required.

1.2 A Notice to Proceed will be issued on an as needed basis at the sole discretion of the City Manager, or his designee, hereinafter referred to as "CITY". This Agreement does not confer on the CONSULTANT any exclusive rights to perform work on behalf of the City of West Miami, nor does it obligate the City of West Miami in any manner to guarantee work for the CONSULTANT. The CONSULTANT may submit proposals for any professional services for which proposals may be publicly solicited by the City of West Miami outside of this agreement.

1.3 The CITY will confer with the CONSULTANT before any Notice to Proceed is issued to discuss the scope of the work; the time needed to complete the WORK and the fee for the services to be rendered in connection with the WORK.

1.4 The CONSULTANT will submit a proposal upon the CITY'S request prior to the issuance of a Notice to Proceed. No payment will be made for the CONSULTANT'S time and services in connection with the preparation of any proposal.

1.5 The CITY agrees that it will furnish to the CONSULTANT plans and other data available in the CITY files pertaining to the WORK to be performed under this agreement promptly after each Notice to Proceed.

1.6 The CONSULTANT agrees to produce and distribute minutes, promptly after each meeting at which the CONSULTANT'S presence is required.

1.7 The CITY may designate a representative who, on behalf of the City Manager shall examine the documents submitted by the CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services. The CONSULTANT shall keep the CITY'S representative advised on the project status at all times.

1.8 The CITY agrees to issue all directives and approval in writing.

## 2.0 Scope of Professional Services

### 2.1 City Engineer

CONSULTANT will provide Professional Engineering Services to support and represent the City of West Miami Public Works Department in the capacity of the City Engineer. The City Engineer role includes, but is not limited to:

- Attending inter-jurisdictional meetings with Public Works Staff
- Reviewing and Providing comments on Public Works Permit Applications
- Generally assisting the Public Works Department with the City's Capital Improvement Projects
- Reporting to the City Commission on ongoing and future projects
- Provide ongoing Engineering Support for maintenance of the City's NPDES permit
- Provide ongoing Engineering Support to the City's Water and Sewer Utility for compliance with MDC-DERM's requirements, Federal Consent Decree, and Capacity Management

Specific General Engineering projects will be approved on a Work Order basis under the On-Call General Services further described in this section.

City of West Miami shall pay a retainer of \$2917.00 every month for these services, for a total amount of \$35,000.00 per year.

### 2.2 On Call General Services

The professional services to be provided by the consultant may be one or more of the following, and include but not limited to:

- A. **Roadway Engineering** to include streets, sidewalk, curb, gutter, drainage, associated traffic control devices, striping, lighting, irrigation, speed reduction devices and residential landscaping.
- B. **Drainage Design** includes the necessary analysis needed to implement proposed drainage improvements, preparation of paving and drainage plan for municipal building and facilities.
- C. **Civil Engineering**, to include Distribution Systems Improvement / Analysis and design and Sanitary Sewer System Evaluation and design.
- D. **Environmental Engineering**, including, site investigation and design needed to prepare remediation plans to mitigate underground storage tanks, hazardous waste materials and asbestos materials.
- E. **Traffic Engineering Services** will include daily volume counts, data analysis, preparation of conceptual improvements plan, present reports and recommendations to stakeholders and preparation of final traffic engineering report.

Other incidental services associated to the above items as well as Geotechnical Investigation, Surveying, Architecture, and Landscape Architecture may also be included. Said services would be provided by the CONSULTANT if qualified to perform said service or a by a qualified, licensed, and insured Sub-Consultant. If a Sub-Consultant is utilized, said Sub-Consultant shall be approved by the CITY prior to issuance of any work order.



### 2.3 Design & Construction Administration - Basic Services

The Basic Services, for design and construction, consist of six (6) phases described in Paragraph 2.3.1 through 2.3.6. The scope outlined below is applicable in its entirety to projects for which completed Basic Services are authorized.

Upon authorization to proceed from the CITY, the CONSULTANT agrees to provide complete professional services for any portion or all of the six Phases outlined below applicable to its profession. The CONSULTANT agrees to co-ordinate its effort with that of any other providers of professional services to assure a coordinated and complete WORK. In a multi-professionally consulted project, the lead CONSULTANT, as designated by the CITY, shall prepare the final bid package including bid documents and specifications, which shall be prepared by, and be the responsibility of the respective disciplines.

#### 2.3.1 Phase I-Preliminary and Schematic Design:

- A. The CONSULTANT shall confer with representatives of the CITY and the end user to determine the full scope of the Project that will meet the program requirements, and shall advise the CITY if, in the CONSULTANT'S opinion, the allocated funds are adequate to accomplish the program requirements, as defined by an individual purchase order for the specific work to be performed.
- B. The CONSULTANT shall use proper and adequate design control to assure the CITY that the program requirements will be met.
- C. The CONSULTANT shall prepare a Design Concept and Schematic Report, comprising of the Project Timetable (Master Schedule), Planning Summary (unless advised otherwise), Schematic Design Studies (unless advised otherwise) as defined below, and the Statement of Probable Construction Cost.
- D. The Proposed Project Timetable shall consist of a schedule showing the proposed completion date on each Phase of the Project through design, bidding, construction, and proposed date of completion.
- E. The Planning Summary (unless advised otherwise) shall consist of a vicinity plan and blow-up of the Site (if applicable) showing Project orientation, and a brief summary of all pertinent planning criteria used for the Project.
- F. The Schematic Design Studies (unless advised otherwise) shall consist of all plans, elevations, sections, etc. as required to show the scale and relationship of the parts and the design concept of the whole. A simple perspective sketch, rendering, model or photograph thereof may be provided to further show the design concept.
- G. The CONSULTANT shall present the Schematic design studies to the appropriate commission, committee, agency or board (hereinafter collectively referred to as "Boards") for their approval when the project requires such approval.
- H. The CONSULTANT shall present the schematic design studies to all the appropriate utility companies (such as FPL, Southern Bell, Dynamic Cable, MDWASA, etc.) for any conflict with their utilities.

- I. The Statement of Probable Construction Cost shall include estimated cost of the Project including fixed equipment, professional fees, contingencies (if any), escalation factors adjusted to the estimated bid date, movable estimate (if any), and utility service extensions (if applicable). The CONSULTANT'S opinions of probable Total Project Costs and Construction Cost are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional, familiar with the local construction industry and prices.
- J. The CONSULTANT shall submit and present two (2) copies of all documents required under this Phase, without additional charge, for approval by the CITY and it shall not proceed with the next Phase until directed by the CITY in writing.

### 2.3.2 Phase II – Study and Design Development:

- A. From the approved Schematic Design documents, the CONSULTANT shall prepare Design Development Documents, comprising the drawings, outline specifications and other documents to fix and describe the size and character of the entire Project as to construction and finish materials and other items incidental thereto as may be appropriate and applicable.
- B. The Design Development Documents shall comprise the Proposed Project Timetable (updated), Outline Specifications, Updated Statement of Probable Construction Cost, and Design Development Drawings, etc., as required to clearly delineate the Project. If the Updated Statement of Probable Construction Cost exceeds the allocated funds, feasible cost or scope reduction options shall be included.
- C. The CONSULTANT shall submit and present two (2) sets of all documents required under this Phase, without additional charge, for approval by the CITY and not proceed with the next Phase until directed by the CITY in writing.
- D. The CONSULTANT shall at all times monitor the Probable Construction Costs to make certain they remain within the total allocated budget. A Notice to Proceed to Phase III will not be issued if the latest statement of Probable Construction Cost exceeds the total allocated funds.

### 2.3.3 Phase III – Final Design / Construction Documents Development:

- A. From the approved Design Development Documents, the CONSULTANT shall prepare Final Construction Documents setting forth in detail the requirements for the construction of the Project including the Proposal (Bid) Form and other necessary information for bidders, Conditions of the Contract, and Complete Drawings and Specifications. CONSULTANT shall use Construction Specifications Institute (CSI) Standards and the City of West Miami Standard forms for the preparation of the proposal (bid) forms, Instructions to Bidders, conditions of Contract and Specifications. The CONSULTANT shall review all existing City Specifications, for completeness prior to use and shall supply all needed additional specifications. The final draft of the construction documents shall meet the requirements of and be approved by the City Attorney.
- B. The Construction Documents shall be prepared in a manner that will assure clarity of line work, notes, and dimensions when the documents are reduced to 50% of their size. All drawings shall be on 24" x 36" paper ("D" size), on the City's standard sheet format, unless approved otherwise.

- C. All construction documents shall be submitted in both “hard copy” and electronic media in a mutually agreed upon electronic format, but generally as follows:
1. Non-drawing submittals in Microsoft Office Word format.
  2. Drawings in AutoCAD format.
  3. GIS files should be in ArcView format Version 3.2.
- D. When the development of the drawings has progressed to at least 50% completion in Phase III, the CONSULTANT shall submit two (2) copies to the CITY for approval, without additional charge, along with updated outline specifications. The CONSULTANT shall also submit at this time an updated Statement of Probable Construction cost as indicated by time factor, changes in requirements, or general market conditions and an updated Project Schedule.
- E. The CONSULTANT shall not proceed with the further development until approval of the documents is received from the CITY in writing. The CONSULTANT shall make all changes to documents required by the CITY before proceeding further. A set of the revised documents shall be returned to the CITY after incorporating all of the changes, if any.
- F. A Notice to Proceed for the completion of Phase III will not be issued if the latest Statement of Probable Construction Cost exceeds the total allocated funds, unless the CITY increases the total allocated funds or the CONSULTANT and the CITY agrees on methods of cost reductions sufficient to enable construction within the project budget.
- G. Upon 100% completion of the Construction Documents, the CONSULTANT shall submit to the CITY a final, updated Statement of Probable Construction Cost along with two (2) copies each of the final draft of all drawings, specifications, reports, programs, etc., without additional charge, for a final review and comments or approvals.
- H. The CONSULTANT shall make all the necessary presentations to the appropriate CITY Boards which would be normally required of any construction project (such as Commission, Planning and Zoning Board, etc.) for the final approval.
- I. The CONSULTANT at no extra cost to the CITY shall make the required changes or additions and resolve questions resulting from Board review (see paragraph H) if the changes or additions do not alter the scope of the project as determined under paragraph 2.2.1 A. The 100% complete final Construction Documents shall be returned to the CITY for final approval. Upon final approval by the CITY the CONSULTANT shall furnish to the CITY a PDF set of drawings and specifications, without additional charge to the City for bidding purposes, unless instructed otherwise.
- J. The CONSULTANT shall arrange for "dry runs" and/or make final submissions to appropriate authorities (regulatory agencies to include and not limited to City, County, State or Federal) as necessary, to ascertain that the Construction Documents meet the necessary requirements to obtain all the necessary permits for construction. CONSULTANT shall respond to all technical questions from regulatory agencies.

CONSULTANT shall modify, at no additional cost to CITY, in order to acquire the necessary permits.

#### 2.3.4 Phase IV - Bidding and Negotiation Phase:

- A. Upon obtaining all necessary approvals of the Construction Documents, and approval by the CITY of the latest Statement of Probable Construction Cost, the CONSULTANT shall furnish the drawings and specifications as indicated above for bidding, and assist the CITY in obtaining bids as well as awarding and preparing construction contracts. The CONSULTANT shall attend all pre-bid conferences. The CONSULTANT shall be present during the bid opening and as part of its assistance to the CITY will tally, evaluate and issue a recommendation to the CITY after verifying bond, insurance documents, questionnaire and reference submitted by the constructor.
- B. The CONSULTANT shall issue Addenda to the Construction Documents through the CITY as appropriate to clarify, correct or change Bid Documents.
- C. If Pre-Qualification of bidders is required as set forth in the Request for Qualification, CONSULTANT shall assist City in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders.
- D. If the lowest responsible Base Bid received exceeds the Total Allocated Funds the CITY may:
  - 1. approve the increase in Project Cost and award a construction contract or,
  - 2. reject all bids and rebid the Project within a reasonable time with no change in the Project, or
  - 3. direct the CONSULTANT to revise the Project scope or quality, or both, as approved by the CITY and rebid the Project, or
  - 4. suspend or abandon the Project, or
  - 5. exercise all options under the City Charter and State Law.

NOTE: Under item (2) and (3) above, the CONSULTANT shall, without additional compensation, assist the CITY in obtaining re-bids, and awarding the re-bid of the project. Under item (3) above, the CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Total Allocated Funds when the lowest responsible bid is over 15% of the CONSULTANT estimate. All construction contracts must be approved by the City Commission after the City awards the contract for commission approval.

- E. For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT will be considered complete upon signing of an Agreement with a Contractor. Rejection of bids by the CITY does not constitute cancellation of the project.

#### 2.3.5 Phase V – General Administration of the Construction Contract:

- A. The Construction Phase will begin with the City Commission approval of the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved and paid by the CITY.
- B. The CONSULTANT, as the representative of the CITY during the Construction Phase, shall advise and consult with the CITY and shall have authority to act on behalf of the CITY

to the extent provided in the General Conditions and as modified in the Supplementary Conditions of the Construction Contract.

- C. The CONSULTANT shall attend pre-construction meetings.
- D. The CONSULTANT shall at all times have access to the project wherever it is in preparation or progress.
- E. The CONSULTANT shall visit the site at least weekly and at all key construction events to ascertain the progress of the Project and to determine in general if the WORK is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the CONSULTANT will use reasonable and customary care to guard the CITY against defects and deficiencies in the WORK. The CONSULTANT may be required to provide continuous daily on-site observations to check the quality or quantity of the WORK as set forth in this Agreement and defined by the Scope of WORK issued for the individual project. On the basis of the on-site observations, the CONSULTANT will advise the CITY as to the progress of and any observed defects and deficiencies in the WORK immediately in writing.
- F. The CONSULTANT shall furnish the CITY with a written report of all observations of the WORK made by him during each visit to the WORK. He shall also note the general status and progress of the WORK, and shall submit same in a timely manner. The CONSULTANT shall ascertain at least monthly that the Contractor is making timely, accurate, and complete notations on record drawings.
- G. Based on observations at the site and on the Contractor's Payment Certificate, the CONSULTANT shall determine the amount due the Contractor on account and he shall recommend approval of the Certificate in such amounts. The recommendation of approval of a Payment Certificate shall constitute a representation by the CONSULTANT to the CITY that, the CONSULTANT certifies to the CITY that the WORK has progressed to the point indicated, and the quality of the WORK is in accordance with the Contract Documents subject to:
  - 1. an evaluation of the WORK for conformance with the Contract Documents upon substantial completion.
  - 2. the results of any subsequent tests required by the Contract Documents.
  - 3. minor deviations from the Contract Documents correctable prior to completion and acceptance of the project.
- H. The CONSULTANT shall have an affirmative duty to recommend rejection of WORK, which does not conform to the Contract Documents. Whenever, in its reasonable opinion, the CONSULTANT considers it necessary or advisable to insure compliance with the Contract Documents, it will have authority (with the City's prior approval) to recommend special inspections or testing of any WORK deemed not to be in accordance with the Contract Documents whether or not such WORK has been fabricated and delivered to the Project, or installed and completed.
- I. The CONSULTANT shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. Changes or substitutions to the Contract Documents shall not be authorized without concurrence with the CITY.

- J. The CONSULTANT shall review and recommend action on proposed Change Orders initiated by others, and initiate proposed change orders as required by its own observations or the requirement of the CITY.
- K. The CONSULTANT shall examine the WORK upon receipt of the Contractor's Certificate of Substantial Completion of the Project. A Punch List of any defects and discrepancies in the WORK required to be corrected by the Contractor shall be prepared by the CONSULTANT in conjunction with representatives of the CITY and satisfactory performance obtained before the CONSULTANT recommends execution of Certificate of Final Acceptance and final payment to the Contractor. He shall obtain from the Contractor all warranties, guarantees, operating and maintenance manuals for equipment, releases of lien and such other documents and certificates as may be required by applicable codes, laws, policy regulations, the specifications and the other Contract Documents and deliver them to the CITY.
- L. The CONSULTANT shall provide assistance in obtaining Contractor's compliance with the Contract Documents relative to, 1) initial instruction of CITY personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems, and, 3) final clean-up of the project.
- M. The CONSULTANT shall provide the contractor with three sets of drawings labeled "Construction Plans" for permit from Public Works.

#### 2.3.6 Phase VI - Post Construction Administration

- A. The CONSULTANT shall prepare and provide the CITY with a written manual, to be used by the CITY, outlining the implementation plan of all the required maintenance necessary to keep the proposed WORK operational in a safe and effective manner.
- B. The CONSULTANT shall furnish to the CITY, reproducible record (as-built) drawings updated based on information furnished by the Contractor; such drawings shall become the property of the CITY.
- C. The CONSULTANT shall assist in the inspection of the WORK one month before the expiration of any guarantee period or the sixth month whichever is earlier and report any defective WORK in the Project under terms of the guarantee/warranties for correction. The CONSULTANT shall assist the CITY with the administration of guarantee/warranties for correction of defective WORK that may be discovered during the said period.
- D. The CONSULTANT shall furnish the City with a 3-ring binder labeled "Close-out Documents" that will include, as a minimum, a copy of:
- Certificates of completion
  - As-Builts (1/2 size)
  - Test Results
  - Daily construction inspection reports
  - Progress meeting minutes
  - Approved shop drawings

- Warranty manuals as applicable
- Final release of liens
- Final payment to contractor.

#### 2.4 Building Department Services:

CONSULTANT shall provide the following:

- CONSULTANT will provide a Building Code Official
- CONSULTANT will provide Building Department Staff in the form of Certified Permit Plans Reviewers and associated Certified Permit Field Inspectors for the following disciplines: Building, Structural, Mechanical, Electrical, Roofing and Plumbing disciplines. Reviewers/Inspectors are Miami-Dade Department of Regulatory and Economic Resources, Board of Rules and Appeals (BORA) registered for both Commercial & Residential Inspections.
- Said CONSULTANT staff will provide Plan Review and plans approval or rejections with comments via the CITY's electronic system.

CONSULTANT will attend:

- CITY meetings with agencies or clients, as required for Building Department activities.
- Scheduled periodic Bldg. Dept. meetings with the City Public Works Dept. and prepare minutes of the meeting. Said meetings will occur monthly.
- CONSULTANT Building Department staff will be available to meet with client to address comments as required.

#### **Compensation for Building Department Services:**

The City of West Miami shall compensate CONSULTANT, 60% of the fees charged to contractors for permits processing.

#### **The City of west Miami shall provide:**

Permit processing/documentation software with corresponding accounts for each reviewer and discipline.

#### 2.5 Additional Professional Services

Additional Services as listed below are normally considered to be beyond the scope of the Basic Services for design and construction, as defined in this Agreement, but which are additional services which may be authorized within the Scope of Work given the CONSULTANT.

- A. Special analysis of the CITY'S needs, and special programming requirements for a project.
- B. Financial feasibility, life cycle costing or other special studies.
- C. Planning surveys, site evaluations, or comparative studies of prospective sites.
- D. Design services relative to future facilities, systems and equipment, which are not intended to be constructed as part of a specific Project.

- E. Services to investigate existing conditions (excluding utilities) or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the CITY.
- F. Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment and labor required for a Project.
- G. Consultation concerning replacement of any WORK damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Basic Services as may be required relative to replacement of such WORK, providing the cause is found by the CITY to be other than by fault of the CONSULTANT.
- H. Professional services made necessary by the default of the Contractor or by major defects in the WORK under the Construction Contract, providing the cause is found by the CITY to be other than by fault of the CONSULTANT.
- I. Making major revisions changing the Scope of a project, to drawings and specifications when such revisions are inconsistent with written approvals or instruction previously given by the CITY and are due to causes beyond the control of the CONSULTANT. (Major revisions are defined as those changing the Scope and arrangement of spaces and/or scheme or any portion).
- J. The services of one or more full-time Project Representatives.
- K. Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding in connection with a Project.
- L. Professional services required after approval by the CITY or the Contractor's Requisition for Final Payment, except as otherwise required under Basic Services.
- M. Preparing supporting data, drawings, and specifications as may be required for Change Orders affecting the scope of a Project provided the Changes are due to causes found by the CITY to be beyond the control of the CONSULTANT.

### 3.0 Time for Completion

The services to be rendered by the CONSULTANT for any WORK shall be commenced upon written Notice to Proceed from the CITY subsequent to the execution of this Agreement and shall be completed within the time based on reasonable determination, stated in the said Notice to Proceed.

A reasonable extension of time will be granted in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement, change of scope of work or should any other events beyond the control of the CONSULTANT render performance of his duties impossible.

### 4.0 Work Order

On Call Services will be authorized through work orders based upon the hourly rates shown below in Item 5.0 Basis of Compensation.

### 5.0 Basis of Compensation

The CONSULTANT agrees to negotiate a "not to exceed" fee or a fixed sum fee for each of the WORK



assigned to him based on the Scope of such WORK. Upon agreement of a fee, the CITY will issue a written authorization to proceed to the CONSULTANT. In case of emergency, the CITY reserves the right to issue oral authorization to the CONSULTANT, with the understanding that written confirmation will follow immediately thereafter as possible. For reproduction of plans and specifications, beyond the requirements as identified under this agreement the CITY will pay the direct costs.

The fees for Professional Services for each Project shall be determined by one of the following methods or a combination thereof, as mutually agreed upon by the CITY and the CONSULTANT.

A fixed sum: The fee for a task or a scope of work may be a fixed sum as mutually agreed upon by the CITY and the CONSULTANT:

Hourly rate fee: The CITY agrees to pay, and the CONSULTANT agrees to accept, for the services rendered pursuant to this Agreement, fees in accordance with the following:

<b><u>Category</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$195.00
Project Manager	\$180.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Manager	\$140.00
Construction Inspection	\$120.00
Senior Draftsman/Technical/CADD Operator	\$100.00
Draftsmen	\$80.00
Data Processing / Clerical	\$50.00

Hourly rates will include all wages, benefits, overhead and profit.

## 6.0 Payment and Partial Payments

The CITY will make monthly payments or partial payments to the CONSULTANT for all authorized WORK performed during the previous calendar month.

The CONSULTANT shall submit an original invoice to the City's project representative for each payment certifying the percentage of the WORK completed by the CONSULTANT.

The amount of the invoices submitted shall be the amount due for all WORK performed to date, as certified by the CONSULTANT.

The request for payment shall include the following information:

- Project Name and CONSULTANT's Name.
- Total Contract amount (CONSULTANT's lump sum negotiated), if applicable.
- Percent of work completed.
- Amount earned.
- Amount previously billed.
- Due this invoice.
- Balance remaining.

- Summary of work done this billing period.
- Invoice number and date.
- CONSULTANT's W-9

Upon request by the CITY the CONSULTANT shall provide the CITY with certified payroll data for the WORK reflecting salaries and hourly rates.

#### 7.0 Right of Decisions

All services shall be performed by the CONSULTANT to the satisfaction of the CITY's representative, who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services, and the character, quality, amount and value and the representative's decisions upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties unless such determination is clearly arbitrary or unreasonable. In the event that the CONSULTANT does not concur in the judgment of the representative as to any decisions made by him, he shall present his written objections to the City Manager and shall abide by the decision of the City Manager. Nothing in this section shall mean to deny the right to arbitrate, by either party, in accordance with the appropriate Arbitration Rules of the American Arbitration Association.

#### 8.0 Ownership of Documents

All reports and reproducible plans, and other data developed by the CONSULTANT for the purpose of this Agreement shall become the property of the CITY without restriction or limitation in connection with the owner's use and occupancy of the project. Reuse of these documents without written agreement from the CONSULTANT shall be the CITY'S sole risk and without liability and legal exposure to the CONSULTANT.

When each individual section of the WORK under this Agreement is complete all of the above applicable data shall be delivered to the CITY.

#### 9.0 Court Appearances, Conferences and Hearings

Nothing in this contract shall obligate the CONSULTANT to prepare for or appear in litigation on behalf of the CITY without additional compensation except for any dispute arising out of this contract unless the CONSULTANT or its employee is subpoenaed to testify as a fact witness. The amount of such compensation for expert preparation and testimony or consultation shall be mutually agreed upon and be subject to a supplemental agreement approved by the City Commissioners and upon receipt of written authorization from the CITY prior to performance of a court appearance and conference.

The CONSULTANT shall confer with the CITY at any time during construction of the improvement contemplated as to interpretation of plans, correction of errors and omissions and preparation of any necessary plan thereof to correct such errors and omissions or clarify without added compensation.

#### 10.0 Notices

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when received by the CITY. Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered when received by the CONSULTANT or its authorized representative.

#### 11.0 Audit Rights

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the execution of the WORK and for a period of one year after final payment is made. This provision is applicable only to projects that are on a time and cost basis.

#### 11.0 Subletting

The CONSULTANT shall not sublet, assign, or transfer any WORK under this Agreement without the prior written consent of the CITY.

#### 12.0 Warranty

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability.

#### 13.0 Termination of Agreement

- Either party may terminate this Agreement without cause upon 30 days written notice to the other party.
- Upon notice of such termination, the City shall determine the amounts due to the CONSULTANT for services performed up to the date of termination. The CONSULTANT shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- After receipt of a notice of termination, and except as otherwise directed, the CONSULTANT shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.
- The CITY may terminate this Agreement upon five (5) days written notice if the CONSULTANT defaults on any material term of this Agreement.

Upon termination, the City shall be entitled to a refund of any monies paid for any period of time subsequent to date of termination for which no work was performed.

#### 14.0 Duration of AGREEMENT

This AGREEMENT is for a time period of two (2) years, commencing upon approval and execution of AGREEMENT and ratification by the City Commission. This AGREEMENT shall remain in force until the actual completion of performance of a given project awarded to the CONSULTANT, or unless otherwise terminated by the CITY.

#### 15.0 Renewal Option

This AGREEMENT may be renewed, at the sole discretion of the CITY.

#### 16.0 Default

In the event either party fails to comply with the provisions of this Agreement, the aggrieved party may declare the other party in default and notify him in writing. In such event, the CONSULTANT will only be compensated for any completed professional services. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the CITY within ten (10) days after notice that said sums are due. In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party shall bear its own costs and legal fees.

#### 17.0 Insurance and Indemnification

The CONSULTANT shall not commence WORK on this Agreement until it has obtained all insurance required by the CITY. The CONSULTANT shall indemnify and save the CITY harmless from any and all damages, claims, liability, losses and causes of actions of any kind or nature arising out of a negligent error, omission, or act of the CONSULTANT, its agents, representatives, employees, sub-consultants, sub-contractors or assigns, incident to or arising out of or resulting from the performance of the CONSULTANT'S professional services under this Agreement. The CONSULTANT shall pay all such claims and losses of any kind or nature whatsoever, in connection therewith, including the CITY'S attorney's fees and expenses in the defense of any action in law or equity brought against the CITY arising from the negligent error, omission, or act of the CONSULTANT, its agents, representatives, employees, sub-consultants, sub-contractors, or assigns, incident to, arising out of or resulting from the performance of the CONSULTANT'S professional services under this Agreement.

The CONSULTANT agrees and recognizes that the CITY shall not be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the CONSULTANT, its agents, representatives, employees, sub-consultants, sub-contractors, or assigns. In reviewing, approving or rejecting any submissions or acts of the CONSULTANT, the CITY in no way assumes or shares responsibility or liability of the CONSULTANTS, or it's Sub-consultants, their employees, agents or assigns.

The CONSULTANT shall maintain during the term of this Agreement the insurance as set forth in **“Attachment A, Insurance and Indemnification”** to this Agreement.

#### 18.0 Not Used

#### 19.0 Codes, Ordinances and Laws

The CONSULTANT agrees to abide and be governed by all duly promulgated and published municipal, county, state and federal codes, ordinances, rules, regulations and laws in effect at the time of design which have a direct bearing on the WORK involved on this project. The CONSULTANT is required to complete and sign all affidavits, including Public Entity Crimes Affidavit form (attached) pursuant to FS 287.133(3) (a), as required by the Request for Qualifications applicable to this Agreement.

#### 20.0 Taxes

CONSULTANT shall be responsible for all payments of federal, state, and/or local taxes related to the Operations, inclusive of sales tax if applicable.

#### 21.0 Not Used

#### 22.0 Independent Contractor

CONSULTANT is an independent entity under this Agreement and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties.

#### 23.0 Duties and Responsibilities

CONSULTANT agrees to provide its services during the term of this Agreement in accordance with all applicable laws, rules, regulations, and health and safety standards of the federal, state, and City, which may be applicable to the service being provided.

#### 24.0 Licenses and Certifications

CONSULTANT shall secure all necessary business and professional licenses at its sole expense prior to executing the Agreement.

#### 25.0 Entirety of Agreement

This writing embodies the entire Agreement and understanding between the parties hereto, and there are

no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, and approved by the City Commissioner if required by municipal ordinance or charter.

#### 26.0 Jury Trial

CITY and CONSULTANT knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

#### 27.0 Validity of Executed Copies

This agreement may be executed in several counterparts, each of which may be construed as an original.

#### 28.0 Rules of Interpretation

Throughout this agreement the male pronoun may be substituted for female and neuter and the singular words substituted for plural and plural words substituted for singular wherever applicable.

#### 29.0 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### 30.0 Non-Waiver

CITY and CONSULTANT agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement. No waiver of this Agreement, in whole or part, including the provisions of this paragraph, may be implied by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this agreement. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

#### 31.0 No Discrimination

No Action shall be taken by the CONSULTANT which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, ethnicity, sexual orientation or disability. The CONSULTANT shall comply with the Americans with Disabilities Act.

#### 32.0 Equal Employment

In accordance with Federal, State, and Local law, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, ethnicity, sex, sexual orientation, national origin or disability. The CONSULTANT shall comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

#### 33.0 Governing Laws

This Agreement and the performance of services hereunder will be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Miami-Dade County, Florida.

#### 34.0 Effective Date

This Agreement shall not become effective and binding until it has been executed by both parties hereto and the effective date shall be the date of its execution by the last party so executing it.

35.0 Third Party Beneficiary

It is specifically understood and agreed that no other person or entity shall be a third party beneficiary hereunder, and that none of provisions of this Agreement shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.

36.0 Further Assurances

The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of the Agreement.

37.0 Time of Essence

Time is of the essence of this Agreement.

38.0 Interpretation

This Agreement shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.

39.0 Force Majeure

Neither party hereto shall be in default of its failure to perform its obligations under this Agreement if caused by acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements that could not be reasonably anticipated and the effects avoided or mitigated. Each party shall notify the other of any such occurrence.

40.0 Florida Personal Professional Negligence Statement

Pursuant to Chapter 558.0035, Fla. Stat., this Agreement does not create and shall not be deemed to create or permit any personal liability or obligation on the part of any owner, shareholder, officer, director, employee, agent or representative of either party. Each party agrees that any claim arising under or related to the Project shall be made only against the corporate legal entity of CONSULTANT or CLIENT

41.0 Notices

Whenever notice shall be required or permitted herein, it shall be delivered by hand delivery, e-mail, facsimile transmission or certified mail, with return receipt requested and shall be deemed delivered on the date shown on the delivery confirmation or if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

To CITY: City Manager, Yolanda Aguilar  
901 SW 62<sup>nd</sup>. Avenue.  
Miami, FL 33144  
Fax: (305)261-9914  
E-mail: [yolandaaguilar@cityofwestmiami.org](mailto:yolandaaguilar@cityofwestmiami.org)

With copies by U.S. mail to: City Attorney, Jose A. Villalobos  
901 SW 62<sup>nd</sup>. Avenue.  
Miami, FL 33144  
Fax: (305)261-9914  
E-mail: [josevillalobos@cityofwestmiami.org](mailto:josevillalobos@cityofwestmiami.org)

To CONSULTANT: City Engineer, Francisco Alonso, PE  
Building Official  
A.M.I. Engineering, LLC  
12850 N Calusa Club Dr.  
Miami, FL 33186  
E-mail: [francisco.alonso@gmail.com](mailto:francisco.alonso@gmail.com)

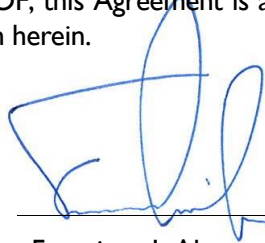
IN WITNESS WHEREOF, this Agreement is accepted on the date first above written subject to the terms and conditions set forth herein.

AMI Engineering, LLC

Signature:

Name:

Title:



Francisco J. Alonso, PE

President

AUTHENTICATION:

OWNER: CITY OF WEST MIAMI

Signature:

Annery Gonzalez  
City Clerk

Signature:

Yolanda Aguilar  
City Manager

Read and Approved as to Form  
Language, Legality and Execution

\_\_\_\_\_  
Jose A. Villalobos  
City Attorney

**Attachment A**  
**Insurance and Indemnification**





**RESOLUTION # 2021-**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI ACKNOWLEDGING CORRESPONDENCE BY TY LIN INTERNATIONAL DATED JULY 22, 2021 (ATTACHED AS EXHIBIT A) STATING THAT TY LIN WILL NO LONGER BE ABLE TO PROVIDE SERVICES TO THE CITY OF WEST MIAMI AS OF JULY 30, 2021 AT 5:30 P.M. AS A RESULT OF A TERMINATION LETTER BY THE CITY MANAGER DATED JULY 22, 2021 (ATTACHED AS EXHIBIT B); WAIVING COMPETITIVE BIDDING; ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH A.M.I. ENGINEERING COMMENCING JULY 31, 2021 AS BETTER DESCRIBED IN THE ATTACHED SERVICE AGREEMENT (ATTACHED AS EXHIBIT C); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, by instruction of the City Commission, the City Manager caused to correspond with TY Lin International (letter attached as Exhibit B), terminating that certain contract between TY Lin International and the City of West Miami; and

**WHEREAS**, the City of West Miami received correspondence by TY Lin International (attached as Exhibit A) acknowledging the City Manager's termination letter further stating it services would terminate effective July 30, 2021 at 5:30 p.m.; and

**WHEREAS**, the City of West Miami has received a Professional Services Agreement from A.M.I. Engineering with an offer of professional services as better described in Exhibit C; and

**WHEREAS**, the City of West Miami has found itself without the services of a city engineer and multiple engineering projects are presently ongoing in the City of West Miami including but not limited to, the ongoing 40-year building inspections; and

**WHEREAS**, the City is in an emergency situation in need of a waiver of competitive bidding for a city engineer.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of West Miami as follows:

**Section 1.** The foregoing "whereas" clauses and heading are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption thereof.

**Section 2.** The City Mayor and City Commission expresses their thanks to TY Lin International for the many years of service to the City.

**Section 3.** The City of West Miami acknowledges that the contract with TY Lin International shall terminate on July 30, 2021 at 5:30 p.m.

**Section 4.** The City Commission waives any and all requirements of competitive bidding for the employment of a city engineer.

**Section 5.** The City Manager is hereby authorized/directed to execute that certain Professional Services Agreement with A.M.I. Engineering as better described in Exhibit C attached hereto.

**Section 6.** This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED:

\_\_\_\_\_  
**RHONDA A. RODRIGUEZ, MAYOR**

ATTEST:

\_\_\_\_\_  
**ANNERY GONZALEZ, MMC  
CITY CLERK**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
**JOSE A. VILLALOBOS, CITY ATTORNEY**

**ROLL CALL:**

This Resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_. The vote was as follows:

**MAYOR RHONDA A. RODRIGUEZ** \_\_\_\_\_  
**VICE-MAYOR ERIC DIAZ-PADRON** \_\_\_\_\_  
**COMMISSIONER CANDIDA BLANCA** \_\_\_\_\_  
**COMMISSIONER JUAN M. BLANES** \_\_\_\_\_  
**COMMISSIONER LUCIANO L. SUAREZ** \_\_\_\_\_



YOLANDA AGUILAR  
City Manager

October 1<sup>st</sup>, 2019

Mr. Alan Ingouville, President  
Look Advertising LLC.  
1035 NE 125 Street  
Suite 101  
North Miami, FL 33161

Re: Notice of Contract Extension

Dear Mr. Ingouville,

I would like to thank you for the service your company provides the City of West Miami with the trash bins, collection and advertising along our commercial corridor. As you know the contract expired on September 30th, 2019 and we received your request to extend the contract for the additional term of three (3) years as stipulated in section 2 of the contract.

We are granting the additional three (3) year extension and are exercising the CPI increase to the \$500.00 per month fee. Based on the past years' CPI of 1.3% your new monthly payment for the next three (3) years is \$506.50. Please make the necessary changes and begin with the new payment amount starting October 1st, 2019. Your new extension will terminate September 30th, 2022.

Please advise if you need any further information or paperwork. You will find that my staff will assist you in every way possible to assist you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Yolanda Aguilar".

Yolanda Aguilar  
City Manager

Cc: Juan Pena, Director of Public Works  
Mercedes Leon, Finance Director  
Annery Gonzalez, City Clerk

CITY OF WEST MIAMI

901 S.W. 62nd Avenue • West Miami, FL 33144 • Phone: (305) 266-1122 • Fax: (786) 388-5284

E-mail: yolandaaguilar@cityofwestmiami.org

7/26/2021 CC: - Mayor, City Comm  
- City Atty  
- M. Leon, Finance Director  
- J. Pena, Dir of Public Works

June 24<sup>th</sup>, 2021

Look Advertising LLC.  
1035 NE 125 Street  
Suite 101  
North Miami Beach, Florida 33161

Dear Mrs. Aguilar,

Please accept this letter as our request to revisit the current rate of charge in our contract with the City of West Miami. As you know 2020 was a devastating year for all businesses and 2021 has had a very slow rebound. Advertising was one of the first items to be cut from everyone's operating budget. Our company continued to pay our contractual obligations even though we had no revenue source, we continued also to provide our service of weekly maintenance of all of our receptacles by collecting and cleaning all areas surrounding our advertising bins. We once more solicit your help in order to maintain our efforts with the City's Commercial Corridor as clean and pleasant looking as possible by helping us with a reduction in our monthly costs at presently at \$500.00 per month to \$250.00 per month fee.

We will continue to provide same level of service as agreed in the extended contract for the remaining additional period. Please advise if you need any other information for your review or reference.

Sincerely

Alan E Ingouville  
Look Advertising LLC.  
President

AGREEMENT  
BETWEEN THE CITY OF WEST MIAMI  
AND  
LOOK ADVERTISING LLC.

This agreement is made and entered into this 12<sup>th</sup> day of April, ~~2016~~<sup>2017</sup> by and between the City of West Miami, a municipal corporation with principal offices located at, 901 SW 62nd Avenue, Fl. 33144 (The CITY) and Look Advertising LLC, a Florida Limited Liability Company, with principal offices located at 1035 NE 125 St. Suite 101, North Miami, Fl. 33161, (CONTRACTOR)

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The contract documents consist of this agreement drawings, specifications, all addenda issued prior to, and all modifications issued after execution of this agreement, and all are as if fully a part of the agreement as if attached to this agreement or repeated therein.

2. TERM

The initial Term of this agreement shall be (3) years. Year period commencing for the year one (1) on October 1<sup>st</sup> of 2016. This agreement may be renewed for one additional term of three (3) year period. Only if the Contractor is not in default under any provision of this agreement. Contractor shall exercise these options to renew by delivering a written request to the City Manager no later than 90 days prior to the expiration of the then current term.

The parties may terminate this agreement when:

By the city, in addition to all other remedies available to it, when the Contractor neglects or fails to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of 90 days after receipt by Contractor of written notice of such neglect or failure.

3. THE WORK

Contractor shall perform all work for the City as required by the contract documents as set forth below:

a) Contractor shall furnish all labor, materials, and equipment necessary to install and maintain the Advertising Bin Boards (Ad Bins) at public sidewalks within the city limits.

b) Contractor shall have the exclusive right to construct, erect, install, repair, change and maintain the Advertising Bin Boards with no cost to the City, and place such Ad Bins at locations on public property or within the public right-of-way approved by the City. The Ad Bins shall remain the sole property of the Contractor and may be removed within 90 days of termination of this agreement. Upon termination of this agreement, the Contractor shall no longer possess the right to maintain, operate or install Ad Bins within the city. The City has approved placing and/or replacing Ad Bins at the locations set in Exhibit <A> to this agreement. Placement of Ad Bins at additional Locations is subject to the approval and or direction of the City. All locations and Ad Bins installations must conform to federal, State, Country and Municipal Laws, ordinances and rules and regulations, including but not limited to the American's With Disabilities Act, and have the approval of the City prior to installation of Ad Bins in accordance with the provisions of this agreement. Contractor shall have the sole responsibility, at its sole cost expense, to obtain all necessary local, county, state and federal permits. Only one Ad Bin is permitted in any location spot, unless the City determines that it is necessary to have more than one device at a location. There shall not be an advertising bus bench allowed at the same location spot as a permitted Ad Bin site. It is not the intent of the City to allow unrestricted advertising.

c) All Ad Bins shall be constructed of top grade materials and conform to the Florida Building Code as well as all applicable State, County and Municipal codes, as described in the specifications and model as set as forth in exhibit <B>, to this agreement, attached hereto and incorporated herein as if set forth in full. It is the intent of Contractor to install solar illuminated ad panels in the ad Bins. However, in the event of technical or physical conditions that prevent adequate illumination, the contractor may install AC electrical current to adequately illuminate said Ad Panels in said Ad bins. Contractor shall obtain all necessary permits for all Ad Bins construction. However, The City shall cooperate with the Contractor on permitting to the fullest extent possible and in accordance with the Florida Building Code and state Statues.

d) Contractor shall at its sole expense maintain all such Ad Bins in good and serviceable condition during the entire term of this agreement. This includes emptying of trash from the Ad Bins. Each Ad Bin associated Pad shall be routinely visited for maintenance and shall be power washed as needed however on a minimum of one time per year. The City reserves the right to periodically inspect such Ad Bins to determine their condition. Contractor shall remove, replace or recondition, to the satisfaction of the City, any Ad Bins which the City determines, are not at an approved location or no longer in good or serviceable condition. In the event of systematic destruction of some Ad Bins, Contractor may change the spot location prior of written authorization by the city. If the City inspects and determines that an ad Bin is in need of cleaning or maintenance, City shall notify Contractor who shall perform maintenance within 2 business days.

e) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall all times have a competent field supervisor on the job site to enforce these policies and procedures at the contractor's expense.

f) Contractor shall provide the city with seventy-two (72) hours written notice prior to the beginning of work under this agreement and prior to any schedule change with the exception of changes caused by inclement weather.

g) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

#### 4. REPAIR / REPLACE / REMOVAL

In the event the City shall determine that a Ad Bin should be repaired or replaced or constitutes restricted advertising in the City's sole opinion, or that a shelter does not comply with this agreement, it shall give the contractor notice, identifying the exact location of the Ad Bin and corrective measure to be taken.

a) Contractor shall repair, replace, remove the Ad Bin or take corrective measures specified by City within three (3) business days of receipt of such notice.

b) In the event the City determines that a particular Ad Bin or advertisement within constitutes a hazard to persons, pedestrians, property or vehicular traffic or seriously disrupts the public right-of-way, the city shall notify Contractor who shall remove the Ad Bin Device or advertisement immediately upon receipt of notice, but not longer to three (3) business days from receipt of written notification.

c) In the event Contractor fails to repair, replace or remove the Ad bin within the above-specified period, the City shall have the right to repair, replace or remove and store the Ad Bin device at the expense of Contractor.

d) If an Ad Bin is to be removed under this provision, it may be moved to another location at the direction of the City.

e) Upon termination Contractor shall have ninety (90) days to remove Ad Bins. Upon expiration of this period the City has the option of to remove and store the Ad Bin devices at Contractor expenses. After ninety (90) days storage the city shall have the option to dispose of them at Contractor's expense.

## 5. MAINTENANCE

It will be the contractors responsibility, at Contractor's expense, to maintain the Ad Bin devices, removing and replacing those damaged that requires a higher maintenance job that cannot be made at the site.

## 6. REPAIR / REPLACEMENT OF PUBLIC /PRIVATE PROPERTY

Contractor shall repair or replace all structures or facilities on public or private property, which may have been damaged during construction, operation or removal of Ad Bins owned by Contractor. The work shall include but not be limited to sidewalks, driveways, posts, poles, walls, fences, gates, footing, trees, scrubs, lawns, sprinklers, curbs, gutters, utilities (both overhead and underground), manholes, catch basins, inlets, parkways, parkway drains, street surfaces, and landscaping in the parkway areas. The work shall include furnishing and replacing planting soil, trees, shrubs, grass sod and other ground cover planting as required to conform to the original surface condition and cross-section as specified, and cleanup removal of all surplus materials, rubbish and trash of every nature remaining after the construction has been completed. Contractor further agrees to repair or replace public or private property in a manner acceptable to the City. All repairs and replacements shall incorporate materials and methods similar to those used in the original structure, unless otherwise specified. This section shall survive termination of the agreement.

## 7. RELOCATION OF AD BIN DEVICES.

In the event of changes in street design or right-of-way or changes the city deems necessary for the public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near the Ad Bins established in connection herewith, the contractor at the city's written request, shall relocate a designated Ad Bin to another location at the direction of the City. The expense in connection with such relocation shall be borne by Contractor, and Contractor shall act expeditiously in order to relocate such Ad Bin devices, and in the event that a change of street design or right-of-way location shall require the relocation of an Ad Bin, Contractor shall coordinate its work with the contractors or other personnel performing labor in connection with the change of street design or right-of-way location in order to accomplish the relocation expeditiously and without interference to the work in connection with the relocation of streets or right-of-way. Contractor shall not place, remove or relocate Ad Bins unless directed to do so in writing by the city.



## 8. ADVERTISING

Contractor shall be authorized to sell and install professionally designed, commercial advertising to be placed on the Ad Panels of the ad Bins devices as set forth in Exhibit <A>. Provided, however, Tobacco, firearms, massage parlors, adult book stores, adult theaters, adult escort services and pornographic or obscene matters are prohibited. It shall be the right of the City to determine compliance with this paragraph and whose decisions on these matters shall be final. All advertising signs shall have a maximum size of forty-eight (48) inches by sixty-nine (69) inches.

Contractor shall provide space for City sponsored advertising messages on a space available basis. In the event space is available for City sponsored advertising messages, Contractor shall provide the City with four (4) advertising panel, locations that are in place from time to time. In no event shall a paying customer be removed from an ad space that the City wants to utilize for City messages. Contractor shall not be responsible for paying for public service message material. The City shall provide all necessary materials at its sole cost. However, Contractor, will install at no additional cost to the City, such public service advertisements within a reasonable time after said advertisements are provided to Contractor for installation.

## 9. AD BIN IDENTIFICATION

Each Ad Bin Device shall be identified within a device number, the name of Contractor and an 800 or local telephone number

## 10. TELEPHONE SERVICE

Contractor shall have during working hours personnel to answer the phone when citizens call concerning Ad Bin Devices. A log of complaints about devices, including the subject of the complaint and the action taken shall be kept and made available upon City's request.

## 11. AVAILABILITY

Contractor shall maintain an office in Miami-Dade County or Broward County and shall within 10 days of award of contract provide with the name, address, phone, and fax number of local supervising employee whom City may contact on a 24 hour Basis.

## 12. CONSENT OF PROPERTY OWNER

In the event the proposed location or removal of the Ad Bin device is on private property or on property owned by a government agency other than the City, Contractor shall provide written consent from the property owner or governmental agency for the location or removal of the Ad Bin device on the property. Such written consent shall be submitted with the Contractor's application for permission to install or remove the Ad Bin device. The City agrees to cooperate with the Contractor to help secure said written consent. In the event that a State Device Permit is required, the City shall submit all necessary paper work for said permit on Contractor's behalf. All costs associated with securing the state permit shall be borne by the contractor. Further, Contractor shall be responsible for preparing all necessary paper work submitted by the City.

## 13. PAYMENT

In consideration of the right, privilege, and license to display advertising on the Ad Bin Boards devices located on the sidewalks throughout the City, the Contractor shall pay to the City a flat fee of u\$ 500.00 per month, for all the Bin Boards installed and located within the City's boundaries. On year three of the original contract the payment will increase by the CPI per month and the same in subsequent renewal of contract for the length of the second term of the contract.

## 14. DELIQUENCY

In the event Contractor fails to make the payment within 15 business days of date due as hereinabove provided, Contractor shall pay an interest charge for each day, or a fraction thereof, that payment is late. An Interest Factor shall be based on the prime rate for the Chase Manhattan Bank, N.A. plus one percent (1%). Calculation will be illustrated as follows.

Prime rate + 1% 365 days – Daily interest Rate  
DIR x Days Payment Late = interest charge (DIR).

Regardless of the forgoing, the interest rate referred to in this section will comply with all applicable State Laws.

## 15. INSURANCE

Contractor shall not commence work under this agreement until it has obtained all insurance under this paragraph and the City has approved evidence of such insurance coverage. Contractor shall obtain at contractor's expense all necessary Insurance in such form and amount as required by the City's Risk and Safety Officer before beginning work under this agreement including, but not limited to, workers. Compensation, Commercial General Liability, and all other

insurance as required by the City, including Professional Liability and all other insurance as required by the city, including professional liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this agreement. Contractor shall provide to the city's Risk and Safety officer certificates of all insurances required under this section prior to beginning any work under this agreement. The contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractors liability insurance policies.

- a) Commercial General Liability: The minimum limits of liability shall be as follows: (Policy must not contain provision that limit or declines as fees and costs are incurred)

General Aggregate    \$1,000,000  
Each Occurrence      \$1,000,000

Personal & Advertising \$1,000,000 aggregate  
Injury                      \$1,000,000 each occurrence

The city shall be named as an additional insured on each policy

- b) Comprehensive Automobile Liability: Contractor shall also carry comprehensive automobile liability insurance, which shall include coverage for <any auto> within minimum combined single limit of \$1,000,000
- c) Workers compensation: Contractor and its subcontractors shall annually furnish proof of workers compensation and Employer's liability insurance to the City in no less than the minimum limits required by the state of Florida.
- d) Certificate of Insurance: Contractor and subcontractors shall annually furnish the City proof of insurance required. The company has provided proof of existing insurance and the certificate is attached as Exhibit, <C> to this agreement. To be acceptable to the city each insurance certificate shall name the City as an additional insured

Should any of the above-described policies be cancelled or undergo material change before the expiration date, the issuing insurance Contractor will mail thirty (30) days written notice to the City manager of the City of West Miami, FI

16. AMENDMENTS. ASSIGNMENT OF AGREEMENT.

- a) The agreement, or any portion of the agreement, shall not be assigned by Contractor without prior written consent of City, which consent will not be unreasonably withheld.
- b) Amendments which are consistent with the purposes of this agreement may be made with mutual consent of the parties which consent shall be contained in a written document executed with the same formality as the agreement.

17. NO CONTINGENT FEE

Contractor warrants that is has not unlawfully employed or retained any company or person, other than bona fide employees, consultants or advisors to solicit or secure this agreement and that is has not unlawfully paid or agreed to pay any company or person any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement. This language is not intended to prevent the contractor from retaining bona fide consultants and advisors. For the breach or violation of this provision, city shall have the right to terminate the agreement without liability at its discretion and to otherwise recover damages it may incur as result of the termination.

18. BANKRUPCY

This agreement shall terminate in the case of bankruptcy (voluntary or involuntary) or insolvency of contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time that the bankruptcy action is filled.

19. HEADINGS.

Headings hereon are for convenience of reference only and shall not be considered on any interpretation of this agreement.

20. COMPLIANCE

Contractor shall promptly comply with all statues, ordinances, rules, orders, regulations and requirements of a local, state and Federal Agencies that are applicable to the services rendered under the terms of this agreement. Furthermore, contractor shall secure all applicable permits necessary for the

agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the Contractor.

## 25. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this agreement without the prior consent of the City. This agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

## 26. NOTICE

Whenever either party desires or is required under this agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

City:

901 SW 62<sup>nd</sup> Avenue  
West Miami, FL  
33144

Contractor:

Look Advertising LLC.  
1035 NE 125 St. Suite 101,  
North Miami, FL 33161

With a copy to.

Alan Ingouville  
5161 Collins Av. # 733  
Miami Beach, FL 33140

## 27. VENUE

This agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Miami-Dade County, Florida

## 28. SIGNATORY AUTHORITY

fulfillment of contractor's obligation under the terms and conditions of this agreement.

## 21. CONSTRUCTION

The parties to this agreement hereby acknowledge that they have fully reviewed this agreement and have had the opportunity to consult with legal counsel of their choice, have participated in the negotiation and drafting of this agreement, and therefore, this agreement is not to be constructed against either party as if they were the drafter of this agreement.

## 22. INDEMNIFICATION.

Contractor shall indemnified and hold harmless the City, its selected and appointed officials, employees and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of occurring in connection with the operations of the contractor or its officers, employees, agents, subcontractors, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or is elected or appointed officials and employees. The above provisions shall survive the termination of this agreement and shall pertain to any occurrence during the term of this agreement. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law of Florida Statutes 76828, as amended from time to time.

## 23. NON-DISCRIMINATION.

Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Contractor further agrees to insert the forgoing provisions in all subcontracts hereunder except subcontractors for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

## 24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor under this agreement. Personal services provided by the contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or

Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for contractor has the authority to enter into its agreement.

29. SEVERABILITY; WAIVER OF PROVISIONS Any provision in this agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof of affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this agreement.

### 30. MERGER; AMENDMENT

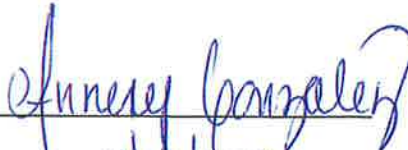
This agreement constitutes the entire agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein.

This agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

IN WITNESS THEREOF, the parties have made and executed this agreement on the respective dates under each signature.

ATTEST.

City of West Miami

  
Date 4/12/2017

.....  
ANNERY GONZALEZ  
City Clerk

 CITY MANAGER  
Date 4/12/2017

Yolanda Aguilar  
City Manager

ATTEST.

Approved as to form and legal sufficiency:

\_\_\_\_\_  
(Corporate Secretary)

  
\_\_\_\_\_  
City Attorney

Contractor:



Look Advertising LLC  
Alan Ingouville  
President

Date \_\_\_\_\_





**RESOLUTION # 2021-**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AMENDING THAT CERTAIN CONTRACT BY AND BETWEEN THE CITY OF WEST MIAMI AND LOOK ADVERTISING LLC DATED APRIL 12, 2017 (ATTACHED HERETO AS EXHIBIT A); RENEWING SAID CONTRACT FOR AN ADDITIONAL THREE (3) YEARS; ALTERING PAYMENT TO THE CITY FROM \$500.00 PER MONTH TO \$250.00 PER MONTH; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED CONTRACT WITH LOOK ADVERTISING LLC; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of West Miami entered into a contract with Look Advertising LLC on April 12, 2017 to construct, erect, install, repair and maintain advertising billboard within the City of West Miami; and

**WHEREAS**, as part consideration for the right, privilege and licenses, Look Advertising LLC was obligated to pay to the City, a monthly flat fee of \$500.00; and

**WHEREAS**, the City Manager has received correspondence dated June 24, 2021 from Look Advertising LLC requesting an amendment to the contracted executed on April 12, 2017 to reduce payment of obligation from \$500.00 to \$250.00 as a result of dire economic circumstances caused by the Covid 19 Pandemic.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of West Miami as follows:

**Section 1.** The foregoing "whereas" clauses and heading are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption thereof.

**Section 2.** The City Commission hereby approves/does not approve the reduction request from Look Advertising from \$500.00 per month to \$250.00 per month.

**Section 3.** The City Manager is hereby authorized/not authorized to enter into an amended agreement with Look Advertising LLC extending the contract executed on April 12, 2017 for an additional term of three (3) years pursuant to the terms and conditions approved herein.

**Section 4.** This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED:

\_\_\_\_\_  
RHONDA A. RODRIGUEZ, MAYOR

ATTEST:

\_\_\_\_\_  
ANNERY GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JOSE A. VILLALOBOS, CITY ATTORNEY

**ROLL CALL:**

This Resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_. The vote was as follows:

<b>MAYOR RHONDA A. RODRIGUEZ</b>	_____
<b>VICE-MAYOR ERIC DIAZ-PADRON</b>	_____
<b>COMMISSIONER CANDIDA BLANCA</b>	_____
<b>COMMISSIONER JUAN M. BLANES</b>	_____
<b>COMMISSIONER LUCIANO L. SUAREZ</b>	_____





**CITY OF WEST MIAMI  
901 SW 62ND AVENUE  
WEST MIAMI, FLORIDA 33144**

**WEST MIAMI COOPER PARK PLAYGROUND SHADE CANOPY  
AND INSTALLATION  
SPECIFICATIONS AND BID DOCUMENTS**

**BID NUMBER 202107232021  
BID OPENING DATE  
JULY 23<sup>RD</sup>, 2021**

**CITY COMMISSION**

**MAYOR RHONDA A. RODRIGUEZ  
VICE-MAYOR ERIC DIAZ-PADRON  
COMMISSIONER CANDIDA BLANCA  
COMMISSIONER JUAN M. BLANES  
COMMISSIONER LUCIANO L. SUAREZ**

**YOLANDA AGUILAR, CITY MANAGER  
JUAN PENA, DIRECTOR OF PUBLIC WORKS**

**CITY OF WEST MIAMI  
901 SW 62ND AVENUE  
MIAMI, FLORIDA 33144**

**WEST MIAMI COOPER PARK PLAYGROUND SHADE  
CANOPY AND INSTALLATION**

**BID NUMBER 202107232021**

**CONTENTS**

- 1. INSTRUCTION TO BIDDERS**
- 2. GENERAL CONDITIONS**
- 3. SPECIAL CONDITIONS**
- 4. PARK PLAYGROUND SHADE CANOPY SPECIFICATIONS**
- 5. CONTRACTOR QUESTIONNAIRE**
- 6. AGREEMENT AND BID FORM**

**CITY OF WEST MIAMI  
901 SW 62ND AVENUE  
MIAMI, FLORIDA 33144**

**WEST MIAMI COOPER PARK PLAYGROUND SHADE  
CANOPY AND INSTALLATION**

**FOR THE  
CITY OF WEST MIAMI  
COOPER PARK**

**BID OPENING DATE  
JULY 23<sup>RD</sup>, 2021  
BID NUMBER 202107232021**

**INSTRUCTIONS TO BIDDERS**

The City of West Miami will receive sealed bids on or before 2:00P.M., Friday, July 23<sup>rd</sup>, 2021 by the office of the City Clerk, in the City Hall lobby, 901 SW 62nd Avenue, West Miami, Florida, for furnishing all labor, material and equipment to accomplish the work described below and within this bid package. Immediately after 2:00P.M. Friday July 23<sup>rd</sup>, 2021, all sealed bids received on or before this hour and date will be opened and read publicly. A mandatory pre-bid meeting will be held on July 7<sup>th</sup>, 2021 at 10:00 AM at the Cooper Park 5751 SW 16 Street, West Miami, Florida 33144.

All bids shall be sealed and submitted in the following manner:

1. Bids documents shall be submitted with two (2) sets and one (1) original set. Bidders are furnished with one set to complete and return.
2. Each bid shall be submitted (by mail or hand delivery) to the City of West Miami City Clerk, at the above address, and shall have the following information clearly marked on the face of the envelope:
  - A. Name, address and telephone number of bidder
  - B. Bid Number
  - C. Opening Date of Bid
  - D. Title of Bid
3. The responsibility for obtaining the bid packages, completing the bid submittal as instructed and submitting the bid package to the City of West Miami City Clerk on or before the stated time and date shall be solely and strictly the responsibility of the bidder. The City of West Miami will not be responsible for delays or loss caused by the United States Postal Service, delivery firms or any other occurrence causing or contributing to a bidder's inability to fulfill his responsibilities.

## INSTRUCTION TO BIDDERS CONTINUED

Bids received by the City Clerk after the time and date stipulated in these instructions shall be considered non-responsive.

4. Bidders are notified that they must thoroughly examine the bid packages and specifications, the bid form, the form of contract and contract bonds. They must also examine and judge for themselves as to the location and character of the proposed work as described by the contract documents. If there is any doubt or obscurity as to the meaning of any part of the bid package or anything bearing on the work involved, the bidder shall submit any request to the Director of Public Works for an interpretation or clarification in writing seven (7) working days prior to the stipulated bid opening date. Any such interpretation will be furnished to each person or firm receiving a bid package.

5. It is the intention that work of the highest quality be performed, and each contractor shall be obliged to conform to the requirements in strict accordance with the best practice for work of this character, and no error or omission as to the standard of work require shall relieve the contractor of this obligation.

6. Upon the acceptance of any bid and the approval thereof by the City Commission of the City of West Miami, the contract shall be executed by the City Manager, City Clerk and Contractor, upon the filing of a satisfactory Performance and Payment Bond by the Contractor with the City Clerk, in the full amount of the contract price, in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the contract and specifications therefore, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the contract and indemnifying and saving harmless said City of West Miami from any expense, loss, or cost arising from and out of the improper performance of said contract, including reasonable attorney fee.

7. Award of this contract will be made to the lowest responsive, responsible bidder. The City of West Miami reserves the right to not award to the lowest bidder, to waive any bid informality and to award in the best interest of the city.

8. This contract shall commence within seven (7) working days after approval of the contract by the City of West Miami City Commission, unless otherwise stipulated in the Notice of Award Letter executed by the City of West Miami. Contract shall not exceed one hundred and eighty days (180) calendar days from the effective date of the Notice to Proceed.

9. If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of the contract; provided, however, that the bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. The City may accept or reject such incentives, depending on the terms offered.

**CITY OF WEST MIAMI**  
**WEST MIAMI, FLORIDA**  
**GENERAL CONDITIONS**

1.0 **PERFORMANCE OF WORK**

The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of his work, and be accountable for the safe, proper and responsible construction, maintenance and use of the same during construction, and shall remove all equipment of construction upon completion, and shall perform all work in the best and most workman like manner.

2.0 **EXAMINATION OF PREMISES**

Before submitting proposals for his work, each Bidder will be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obligated to work, including all conditions which will in any way affect the work under the Contract.

3.0 **CONCURRENT WORK**

Work may be performed concurrently by other utilities, contractors or by the City in the right-of-way and it shall be the responsibility of the Contractor to coordinate his work with the other work.

4.0 **USE OF PUBLIC STREETS**

Cleaning of the storm drains and pipes shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any earth, debris or other material shall be removed by the Contractor and the streets shall be maintained clean to the satisfaction of the City. Spillage from trucks shall be immediately removed.

5.0 **EXISTING UTILITIES AND STRUCTURES**

The Contractor shall be fully responsible for and make good all damages to buildings, telephone or other cables, sewer, water pipes, pavement, driveways, walls, sprinkler systems, survey markers, or other structures which may be encountered whether or not shown on the plans.

6.0 **EXISTING LANDSCAPING**

The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way and on private



property adjacent to the work.

7.0 EXISTING SIGNS, UTILITY CASTINGS AND MONUMENTS

All existing signs and utility castings shall be preserved and shall remain in the property of the City of West Miami. Those not reused shall be delivered to the Public Works Department, 901 SW 62nd Avenue. All monuments on private or public lands shall be preserved and not disturbed. Any monument which is disturbed shall be reset by a Registered Florida Land Surveyor.

8.0 STOCK PILING MATERIAL

Contractor shall not stock pile materials on the site. Remove debris from within the City limits daily.

9.0 PERMITS

The Contractor shall obtain all required county licenses and building permits. Permits will be issued by the City's Building Department for this Contract work with the City.

10.0 EXTRAS

Bills for extras will be allowed only when work is ordered in writing or approved in advance by the Director of Public Works. Work not contained in the Scope of work defined by the City and authorized in writing by the City Manager shall be documented and agreed to in price prior to its being performed. Work performed without authorization will not be paid for.

11.0 CLEANING UP

The Contractor will be required to leave the work and adjacent areas free of any accumulated rubbish or surplus materials on a daily basis, unless otherwise directed by the Director of Public Works. In the event of failure or undue delay on the part of the Contractor, the Assistant Director of Public Works may employ such equipment and labor as may be necessary, and charge such costs against the Contractor, and deduct the amount from the moneys due to the Contractor for work performed.

12.0 TESTING

The City shall have the right at any time to have tests made on any material used on the job. All expenses for tests shall be borne by the City of West Miami; except the cost of testing materials that fail to meet the specifications and waiting time due to Contractor failure to be ready for tests when scheduled. *The cost and scheduling of such re-testing shall be the responsibility of the Contractor.* All re-testing shall be done by the same testing laboratory which tested the failed samples. The Contractor will inform the City of his source of materials within sufficient time to secure the necessary samples and perform

the necessary tests. The Contractor shall request and receive inspections of specific phases of work as required elsewhere in these specifications. The Contractor shall provide current modified proctor test results for all fill material used on the job.

### 13.0 PAYMENT

Payment will be made in full compensation for all work performed, materials, labor, tools, and equipment furnished and incidental expenses necessary to complete the work. Payment shall be made 1/3rds after acceptance from the City and the roofing inspector for the modified roof system as approved by City of West Miami Building Department upon receiving the Final inspection by City of West Miami Building Department and final acceptance from the City of West Miami Director of Public Works and Consulting Engineers. Final payment shall be made upon presentation of a complete package containing permits, inspection cards and release of liens from suppliers and or subcontractors, warrantee certificates for the roof systems and products.

### 14.0 ACCEPTANCE

Acceptance by the City shall not relieve the Contractor of the responsibility of correcting any defective part of the work resulting from either workmanship or materials or replacing or repairing damaged property resulting from any phase of the Contractor's work. Acceptance by the City will be contingent on satisfactory completion of the work and the passing of partial and final inspections.

### 15.0 GUARANTEE/ WARRANTEE

The Contractor shall guarantee or warrantee all materials and workmanship for a period of Two (2) years from the date of acceptance by the City.

### 16.0 LINE AND GRADE

Where required and determined by the Director of Public Works, the City will establish a base line and reference elevations. All additional lines and grades required for completion of the work shall be furnished by the Contractor.

### 17.0 TRAFFIC MAINTENANCE

The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flag men, and etc., required in accordance with the minimum requirements of the latest *Manual of Uniform Traffic Control Devices*, Chapter VI, whenever and wherever needed for pursuance of the project, and/or as directed by the Director of Public Works. The Contractor shall also coordinate these operations with the City of West Miami Public Works Department and Dade County Department of Transportation, or the Florida Department of Transportation as necessary. The Contractor is hereby notified that the following roadways are under the jurisdiction of FDOT:

- SW 8th Street (Tamiami Trail);
- SW 57th Avenue (Red Road).

The following roadways are under County jurisdiction:

- SW 24 Street (Coral Way);
- SW 67th Avenue (Ludlam Road).

The following roads have dual County and City jurisdiction:

- SW 62nd Avenue;
- SW 16 Street.

It shall be the Contractor's responsibility to protect the public and workmen from construction originating hazards.

#### 18.0 INSPECTION

Inspection will be required during all phases of construction, and it shall be the Contractor's responsibility to contact the Director of Public Works or his representative when any work is being performed by subcontractors. Failure to contact the Director of Public Works or his representative to obtain the required inspections shall be sufficient clause for rejection.

## **CITY OF WEST MIAMI SPECIAL CONDITIONS**

### **1.0 Scope of Work**

The work generally consists of, but is not necessarily limited to the purchase and installation of a shade structure to provide shade to all of the park play equipment within the sand area of SW 15 Street side playground. The bid shall include any other work required by the Florida Building Code. The installation of the shade canopy shall be a "Turn Key" project all necessary trade work shall be part of the costs.

### **2.0 Complete Project Required**

The specifications describe the various items or classes of work required, enumerating or defining the extent of same where necessary. Failure to list any items shall not relieve the Contractor from furnishing, installing or performing such work, required by any part of the specifications or necessary for the satisfactory completion of the project.

### **3.0 Work Schedule**

The Contractor shall submit, when requested by the City, schedules which show the order in which the Contractor proposes to carry out the work with dates for starting various parts of the work and the estimated completion dates. The Roofing Contractor must take into account the logistical planning as related to the sequence of work demolition and debris removal for each deck, staging area for materials, equipment, and workers, Worker Safety at the various decks, Hoisting of materials, etc.) A detailed sequence of the Daily planned work is required each day with scheduled material and equipment deliveries to be included. Additionally, this Building shall remain fully functioning & occupied during the Roof work. The Contractor must anticipate and prepare for the ongoing activity of the Building site during working hours by CWM employees and the General public. (i.e. Protective measures at Roof Edge elevations so as to prevent falling debris, tools, etc. from the Roof edge and any travel at Building perimeter, etc.)

### **4.0 Pre-Construction Conference**

After the Contract has been awarded and signed, but prior to commencement of work, a pre-construction conference shall be held. The conference shall be attended by authorized representatives of the City and Contractor. The purpose of this conference will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties present with the authorized representatives to be notified. The progress schedule shall be furnished to the Director of Public Works prior to the conference date which will be established by the City. The Contractor will be notified in writing as to the date and place of the conference.

### **5.0 Liquidated Damages**

It is mutually agreed that time is of the essence of this Contract and should the Contractor

fail to complete the work within the specified time there shall be deducted from the compensation due to the Contractor the amount of two hundred dollars (\$200.00) per calendar day as fixed, agreed and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof. It is further agreed that said sum is not a penalty but is the stipulated amount of damages sustained by the City.

6.0 Indemnification of City by Successful Bidder

The successful bidder shall indemnify and save the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the Contract. The bidder shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

7.0 Contact Person

For any additional information regarding the specifications and requirements of this Contract, submit all questions in writing to: [juanpena@cityofwestmiami.org](mailto:juanpena@cityofwestmiami.org). The Contractor shall furnish the name, telephone number, pager number, and cellular phone number of the authorized representative(s) at the pre-construction conference.

8.0 Family Leave Policy

The award of this purchase must comply with Ordinance 142-91 of the Code of Metropolitan Dade County, Florida, effective March 15th, 1992, for Procurement that exceeds ten thousand (\$10,000.00) dollars. All bidders located within the geographical boundaries of Dade County with at least fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar years submitting proposals in conjunction with this solicitation are hereby advised that award of this Procurement will be contingent upon receipt of an affidavit attesting to their firm's Family Leave Policy. Such policies must provide the employee with the following provisions:

An employee who has worked for the same employer for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty four (24) month period, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition. A family leave policy must entitle employees to take leave without risk of termination of employment or retaliation by employers.

The successful vendor, if located within the geographical boundaries of Dade County will be required to submit this information within fifteen (15) calendar days following written notification of intent to award. Failure to submit this sworn statement within the specified time frame may result in the proposal being considered non-responsive, and subject to the penalties ordered.

#### 9.0 Drug Free Workplace Requirement

The award of this Contract must comply with Ordinance 92-15 amending Section 2-8.1 of the Code of Metropolitan Dade County, Florida, effective March 17, 1992, which requires vendors to have a drug free workplace when a contract or purchase exceeds ten thousand (\$10,000.00) dollars. All bidders submitting proposals in conjunction with this solicitation are advised that award of this Contract will be contingent upon receipt of an affidavit attesting to the firm advising each employee in writing of the following:

1. Dangers of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment, that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. The successful low bid vendor will be required to submit this information within fifteen (15) calendar days following written notification of intent to award. Failure to submit this sworn statement within the specified time frame will result in the proposal being rejected and award made to the next low bidder.

Any contract or transaction in violation of this Ordinance is void, and any person who willfully or knowingly supplies false information can be punished by a fine of up to five hundred (\$500.00) dollars or may be considered to be in default of this Contract, or both.

NOTE: In accordance with Administrative Order 7-27, it is County's policy that if a Temporary Agency Employee has had a positive drug or alcohol test for six months from the date of their drug/alcohol screen, they shall be prohibited from working with the County and the Temporary Agency should be notified to send a replacement. Using Departments shall immediately notify GSA-Procurement Management whenever this situation occurs.

#### 10.0 Compliance with Federal Standards

All work to be performed under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

#### 11.0 Work Schedule

The Contractor shall only be authorized to work between the hours of 7:30 A.M. and 7:00 P.M., Monday through Friday. No work on Saturday, the only work allowed shall be limited to cleaning only of the areas around the building and no work shall be performed on Sundays or during holidays.

#### 12.0 Estimated Quantities

Estimated quantities are provided for bidder's guidance only. No guarantee is expressed or implied as to quantities that will be used during the Contract Period. The City is not obligated to place an order for any given amount subsequent to the award of this bid. Estimates are based upon the City's needs. Said estimates may be used by the City for purposes of determining the low bidder meeting specifications.

13.0 Materials Shall Be New and Warranted Against Defects

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their quality, and fit for the particular purpose. In the event any of the materials supplied to the City by the Bidder are found to be defective or do not conform to specifications, the City reserves the right to (1) cancel the order and return such materials to the Bidder at the Bidder's expense or, (2) require the Bidder to replace the materials at the Bidder's expense.

14.0 Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretation of this specification shall be made upon the basis of this agreement.

15.0 Termination of Contract

The City shall have the authority to terminate the Contract in the event the Contractor does not perform within a reasonable time frame (not to exceed fifteen [15] days from each inspection).

16.0 Secured Safety Area

Contractor shall provide a safe and secure area around the work site by means approved by the Director of Public Works. All work is to be performed inside safety area. Worker Safety at the various decks, Hoisting of materials, etc. Protective measures at Roof Edge elevations so as to prevent falling debris, tools, etc. from the Roof edge or any travel at Building perimeter, etc.

17.0 Hurricane Preparedness

Contractor shall clean area and remove all loose supplies and equipment from the premises, remove all pipe plugs, and halt work at the time an official "hurricane watch" is issued.

18.0 Damages to Existing Utilities and Structures

- 18.1 The Contractor shall be responsible for determining the location, character and depth of all utilities. The Contractor shall be responsible for and make good all damages to all pavement structures and utilities which may be encountered whether or not shown on the plans. The cost of restoration shall be included in the unit price started in the proposal for the related work. No extras for restoration will be allowed.
  - 18.2 The Contractor shall protect from damage all utilities, structures, surface and subsurface structures at or near the site of the work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the City may have the necessary work performed and charge the cost thereof to the Contractor.
  - 18.3 At points where the Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, disruption of service or other undue inconvenience to the public or to the City, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the City and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
  - 18.4 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company to contact and shall submit to the City these said names and addresses.
  - 18.5 The Contractor shall comply with the South Florida Building Code and City Code regarding precautions to be taken in the protection of existing vegetation, structure, utilities and improvements.
  - 18.6 The Contractor shall maintain access to fire hydrants throughout the prosecution of the work. Hydrants shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.
  - 18.7 The Contractor shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act as well as other requirements specified in those Sections and regulations and guideline listed hereunder.
- 19.0 Existing Vegetation  
The Contractor shall preserve existing vegetation and shall be responsible for all damage. Where vegetation must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work replace or restore to the original condition all damages or destroyed vegetation, grassed areas to be replaced with sod. The cost of



restoration shall be included in the unit price Bid stated in the proposal for the related work. No extras will be allowed for restoration.

20.0 Permits

The Contractor shall obtain all required occupational licenses and permits referred to in Paragraph 9 of the General conditions. Permits required for the work from the City of West Miami shall be at cost and issued by the City.

21.0 Water Account

The Contractor shall set up a water account with the City of West Miami for the consumption of water. The Contractor shall not fill their equipment without the use of the meter issued by the City and without taking precautions against backflow and siphon age. The Contractor shall pay the City on a monthly basis for the consumption on the account.

22.0 Sub-contracting Work

The successful bidder will be allowed to sub-contract work for this bid. The bidder shall be responsible for the work of the sub-contractor and insure that the subcontractor have all equipment necessary to perform the work. Provide information of equipment to be utilized in performing the work.

23.0 Sanitary Facilities

The Contractor shall supply temporary (portable) sanitary facilities for use by the Contractor's personnel during the duration of work. Sanitary facilities shall be located and moved as directed by the City.

24.0 Stock Piling and Storage

No stock piling of material and/or equipment on the job site will be allowed without prior written approval of the Director of Public Works. Debris shall not be stockpiled under any circumstance, but shall be removed from the premises.

24.1 Placement of debris container

Due to the limited space in the Municipal complex, placement of any debris container shall require authorization from the Director of Public works.

25.0 **Bid Bond**

**Bids shall be accompanied by a Bid Bond or check, made out to the City of West Miami for five (5) percent of the Total Amount Bid. Should a successful Bidder be awarded the Contract, and fail to enter into Contract within ninety (90) days from the Notice of Award, the City shall declare him to be in default and shall have the right to call the Bond or to cash the check as liquidated damage. The City shall then**

**select the next lowest responsive and responsible Bidder for award of the Contract, and the first Bidder who defaulted and failed to enter into Contract shall have no rights to dispute or to make claims against the City's actions.**

25.1 **Performance and Payment Bond**

**A Performance and Payment Bond shall be required by the Contractor with the City of West Miami, in the full amount of the contract price, in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the contract and specifications therefore, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the contract and indemnifying and saving harmless said City of West Miami from any expense, loss, or cost arising from and out of the improper performance of said contract, including reasonable attorney fee.**

26.0 **Bidders**

No Bidder may withdraw a Bid for a period of ninety (90) days from the opening date thereof.

27.0 **Insurance**

The Contractor shall have and furnish to the City Workman's Compensation insurance to comply with the Florida Statutes with Employers Liability in the minimum limit of \$300,000.00. The Contractor shall also have and furnish to the City of West Miami Public Liability and Contractual Liability Insurance for Bodily Injury in the minimum limits of One Million Dollars (\$1,000,000.00) for Bodily Injury to each person and occurrence and further for minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage liability on each occurrence , or the Contractor may have and furnish combined single limit coverage for both Bodily Injury and Property Damage Liability in a minimum limits of One Million Dollars (\$1,000,000.00). All policies shall name the City of West Miami, Florida, as an additional insured, and all shall be in forms and in insurance company or companies satisfactory to the City and shall protect the City from any loss due to any claim arising from or out of the contract work and shall be first approved by the City within five (5) days from the signing of the contract. Original policies or proper certificates of such coverage shall be filed with the City at the time of such approval.

28.0 **Qualifications**

Any Bidder, before the award of Contract, may be required to establish that he has the necessary facilities, plant, experience and financial resources to perform the work in a satisfactory manner and maintain at his own expense in a sanitary condition such accommodation for the use of his employees as is necessary to comply with the requirements and regulations of the State Board Health or the Dade County Health Department. He shall neither commit nor allow any public nuisance. He shall provide any adequate supply of drinking water for his employees.

- 29.0 The Contractor shall preserve from damage all property, public or private, by consequence of his operations, and whatever such damage occurs, shall be immediately restored to its original condition by the Contractor and at his own expense. In case of failure do to so, upon forty-eight (48) hours' notice the City may proceed to repair such damage as he may deem necessary, and charge the cost thereof to the Contractor under his Contract.
- 30.0 The Director of Public Works is to indicate the points of beginning, the order of procedure of work, so that maximum working time may be afforded the Contractor with minimum interference with other work, or the normal use of streets or other facilities.
- 31.0 If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workmen and equipment to insure the prompt completion of the work, or shall perform the work unsuitably, or shall discontinue the prosecution of the work, or from any other cause whatsoever shall not carry on the work in an acceptable manner and in accordance with the terms of the Contract, the City may give notice in writing to the Contractor and his Surety of such dally, neglect, or default, and upon the Contractor's failure to comply with such notice, shall have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract in an acceptable manner. All costs and charges incurred by the City, together with the costs of completing the work under Contract, shall be deducted from any money due or which may become due the Contractor, in cases where the expense so incurred by the City is less than the sum which would have been payable under the Contract. If the work has had been completed by the Contractor, then the Contractor shall be entitled to receive the difference. In cases where such expenses exceed the sum that would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of said excess.
- 32.0 The City of West Miami reserves the right to reject any or all bids. As a matter of information to Bidders, the City does not bind itself to accept the minimum specification stated herein, but reserves the right to accept any bid which in the judgment of the City Commission will best serve the needs and interests of the City.
- 33.0 The Bid will not be awarded, nor payments will be made to the Contractor unless the Contractor has furnished proof to the City of West Miami that said contractor holds a valid license issued within the State of Florida, and that he meets Dade County qualifications for the type of work to be performed under the Contract and holds a valid Certificate of Competency.
- 34.0 Bidder must adhere and maintain all COVID-19 protocols while working on site.

**CITY OF WEST MIAMI  
WEST MIAMI, FLORIDA**

**WEST MIAMI COOPER PARK PLAYGROUND SHADE CANOPY  
AND INSTALLATION**

**1. GENERAL**

1. **Locations:** Cooper Park 5761 SW 16 Street and West Miami, 33144.  
**Scope of Work:** The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of his work, and be accountable for the safe, proper and responsible construction, maintenance and use of the same during construction, and shall remove all equipment of construction upon completion, and shall perform all work in the best and most workman like manner. The work generally consists of, but is not necessarily limited to the purchase and installation of a shade structure to provide shade to all of the park play equipment within the sand area of SW 15 Street side playground. The bid shall include any other work required by the Florida Building Code. The installation of the shade canopy shall be a "Turn Key" project all necessary trade work shall be part of the costs.
2. **Sequence of Work:** The City has the right to indicate to the Contractor the sequence of work in conjunction with the work and the activities in the Municipal Complex. The City shall have the right to stop the work, by giving the Contractor 24 hours' notice of the change. There shall be no additional charges due as a result of modifying the order of the work.
3. **Pre-Construction Inspection:** The Scope and sequence (priorities) shall be determined by the City as a result of a pre-construction inspection to be attended by the Contractor's authorized representative and the Contractor's field supervisor.
4. **Schedule of Work:** Within one week of receiving the Scope of Work and the priorities' sequence from the City, the Contractor shall prepare and submit for approval a work schedule listing the work areas to be replaced as part of the Contract. The schedule shall indicate holidays of both the City and the Contractor.
5. **Payment Requisition Form:** Within one week of receiving the Scope of Work and the priorities from the City, the contractor shall submit for approval the form to be used for making draws (A1A form 702cma).
6. **Progress Meetings:** The Contractor's representative and/or field

supervisor shall provide progress work, and shall submit any proposed schedule changes, at the progress meetings. Time and locations of the meetings shall be determined as required.

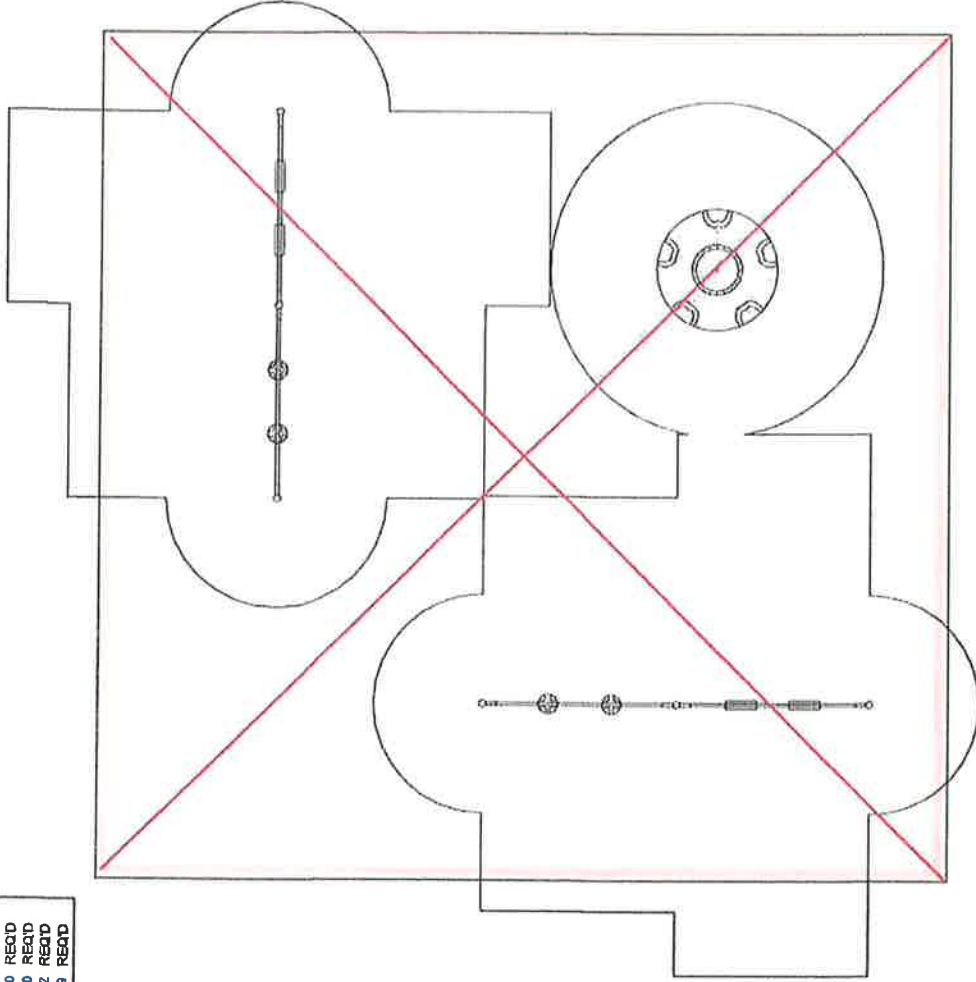
7. **Notices:** Notify the City immediately if a conflict arises with parked vehicles or other private obstructions. Reschedule work as necessary to avoid conflicts with residents or activities.
8. **Area of Work:** The work shall take place in the City of West Miami Recreation Center on City-owned properties only. The Contractor shall not utilize private lands for any purposes whatsoever. The storing of materials and equipment in the swale or parkway areas or on the street pavement shall be done only with the prior knowledge and approval of the City. Noting the storage on the work log shall not imply knowledge or approval. Never store items on the sidewalks.
9. **Removal of Contractor Materials:** All debris from building roofs is to be done as to not disturb surrounding roofs. All other roofs are to be protected at all times. Remove materials or equipment not in use for more than one week. Remove or relocate items immediately (including weekends and holidays) upon notification from the City. Items requested for relocation and remaining at the end of the day will be removed by the City. The cost of removal and storage will be the responsibility of the Contractor, and will be deducted from moneys owed.
12. **Time of the Essence:** The Contractor shall be required to complete all of the Scope of the work designated for performance under this Contract within the time allowed. Failure to complete the assigned scope as specified will result in the assessment of Liquidated Damages, as described in the Special Conditions.

**4.0            SHADE STRUCTURE AT COOPER PARK**

**SPECIFICATIONS, ILLUSTRATIONS & PICTURES OF THE BELOW  
MANUFACTURER OR EQUAL FOR THE PURPOSE OF PROVIDING A BID  
PRICE.**

# Cooper Park Swing Area West Miami, FL

**FOR BIDS ONLY**  
**2-12**  
YRS  
 AGE GROUP: 2-12  
 ELEVATED PLAY ACTIVITIES - TOTAL: 0  
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D  
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D  
 GROUND LEVEL ACTIVITY TYPE: 2 REQ'D  
 GROUND LEVEL QUANTITY: 5 REQ'D



GROUND SPACE: 36'-0" x 36'-0"		ASTM/CPSC	
PROTECTIVE AREA: 57'-6" x 58'-0"		COMPLIES TO ADA	
DRAWN BY:	DATE:		





### 5.0 CONTRACTOR'S QUESTIONNAIRE

COMPANY NAME: Miracle Recreation PRINCIPAL OFFICER Kevin Walker

COMPANY ADDRESS: 878 E Hwy 60 Monett, MO 65708

TELEPHONE NUMBER: 800-777-6819 local: 954-520-4523

YEARS IN BUSINESS UNDER PRESENT NAME: 94

PRIMARY TYPE OF WORK YOUR FIRM ENGAGES IN: Manufacturer of Playground Equip.

YEAR EXPERIENCE AS A CONTRACTOR: N/A

LIST OTHER TYPES OF WORK FIRM ENGAGES IN: N/A

LIST ANY LICENSES YOUR FIRM HOLDS (BY CITY, COUNTY, ETC) AND ENCLOSE COPIES:

N/A

LIST THE LAST FIVE MAJOR CONTRACTS YOUR FIRM HAS COMPLETED THAT ARE SIMILAR TO WORK DESCRIBED IN THESE SPECIFICATIONS:

<u>AMOUNT</u>	<u>DATE</u>	<u>TYPE</u>	<u>CONTACT PERSON &amp; NUMBER</u>
---------------	-------------	-------------	------------------------------------

see attached

HAS YOUR FIRM DEFAULTED ON A CONTRACT? No (IF YES, GIVE DETAILS ON SEPARATE SHEET).

HAS AN OFFICER OF YOUR COMPANY DEFAULTED ON A CONTRACT? NO (IF YES, GIVE DETAILS ON SEPARATE SHEET).

LIST EQUIPMENT YOUR FIRM HAS FOR USE IN CONTEMPLATED WORK (ON SEPARATE SHEET).

Local installer possesses skid steer, auger, and dump trailer.

## **West Miami Cooper Park Playground Shade Canopy and Installation**

**Bid No 202107232021**

### **Miracle Recreation Recent Projects:**

**O'Quinn Park Playground and Shade – Quentin Webb – 305-687-2650**

**Goodlet Park Playground and Shade - Quentin Webb – 305-687-2650**

**Bucky Dent Park Shade - Quentin Webb – 305-687-2650**

**Golden Isles Park Shade – Cathie Schanz – 954-457-1452**

**Harbour Lakes Park Playground and Shades – Billy Neal – 954-602-3344**

## 6.0 AGREEMENT and BID FORM

THIS AGREEMENT, made this 22nd day of July, 2021, by and between City of West Miami, hereinafter called "OWNER" and Miracle Recreation Equipment Co., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR".

WITNESS TO: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the work of the purchase and installation of a shade structure to provide shade to all of the park play equipment within the sand area of SW 15 Street side playground. The bid shall include any other work required by the Florida Building Code. The installation of the shade canopy shall be a "Turn Key" project all necessary trade work shall be part of the costs.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within five (5) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days. Unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS, the CONTRACTOR will be penalized liquidated damages in the amount of \$200.00 per calendar day.

4. The CONTRACTOR agrees to perform all of the WORK described in the BID DOCUMENTS and comply with the terms therein for the lump sum of:  
TOTAL PRICE INCLUDES FREIGHT AND AND INSTALLATION

\$ 52,861 \_\_\_\_\_, dollars and 0 \_\_\_\_\_ cents.

Contract is based on the existing conditions.

Estimated contract amount \$ 50,000.00 for purpose of bid bond.

5. The CONTRACTOR, by proffering this BID, WARRANTS and CERTIFIES that the COST of complying with FLORIDA TRENCH SAFETY ACT is included and part or the TOTAL AMOUNT of BID under Article Four (4) of this Agreement.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three copies) each of which shall be deemed an original on the date first above written.

OWNER: City of West Miami

BY:

Name: Yolanda Aguilar  
(Please type)

Title: City Manager

(Seal)

ATTEST:

Name: \_\_\_\_\_

(Please type)

Title: \_\_\_\_\_

Contractor: Alvarez Rec. Equip. Co. K.W.

Name: Kevin Walker  
(Please type) Kevin Walker

Address: 879 E. Hwy 60  
Mesa, AZ 85705

ATTEST: \_\_\_\_\_

Name: Kim Timmsen  
(Please type) Kim Timmsen

Title: Secretary

BID #202107232021



Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: R0023210203  
CUSTOMER: 3313A07

**Prepared For:**

Juan Pena  
City of West Miami  
901 S.W 62nd Ave.  
West Miami, FL 33144  
305-266-4214 (phone)  
juanpena@cityofwestmiami.org

**Project Name & Location:**

**Cooper Park Shade**

**Prepared by:**

Miracle of South Florida  
  
Connie Brown  
(954) 520-4523 (phone)  
(954) 200-6828 (fax)  
Connieb@miracleofsouthflorida.com

Quote Number: R0023210203  
Quote Date: 7/22/2021  
Valid For: 30 Days From Quote Date

---

**USA SHADE**

Product line: Play Shade

Part Number	Description	Qty	Weight	Unit Price	Total
USA Shade	50'x50'x10'h Super Span HIP Shade RBP FR	1	0.00	28,286.00	28,286.00

**ADDITIONAL ITEMS**

Part Number	Description	Qty	Weight	Unit Price	Total
Drawings	Sealed Engineered Drawings & Calcs	1	0.00	750.00	750.00
Footings	Concrete Footings	4	0.00	1,500.00	6,000.00

**Totals:**

Equipment List:	\$28,286.00
Equipment Price:	\$28,286.00
Freight:	\$4,075.00
Installation:	\$13,750.00
Additional Items Listed Above:	\$6,750.00
SubTotal:	\$52,861.00
Estimated Sales Tax*:	\$0.00
<b>Grand Total:</b>	<b>\$52,861.00</b>

---

**Notes: Prices do not include building permit fees, safety surfacing, borders, concrete curb, storage of materials, site security, soil testing, drainage, grading, zoning approval, underground line location or repair, fencing, site plan or survey, ADA or sidewalk access, or any materials or services other than listed.**



**RESOLUTION # 2021-**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI APPROVING (DISAPPROVING) THE RECOMMENDATION OF THE ADMINISTRATION TO AWARD A CONTRACT PURSUANT TO BID NO. 202107232021 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH MIRACLE RECREATION EQUIPMENT CO. IN THE TOTAL AMOUNT OF \$52,861.00 FOR THE PURCHASE AND INSTALLATION OF CERTAIN EQUIPMENT AT THE WEST MIAMI COOPER PARK PLAYGROUND SHADE; TO BE FUNDED BY PARKS ACCOUNT #575-600; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of West Miami Cooper Park Playground Shade was in state of disrepair; and

**WHEREAS**, the City Administration caused to advertise an Invitation to Bid for proposals to replace the Cooper Park Playground Shade; and

**WHEREAS**, in response to the advertisement for bid only one bidder, Miracle Recreation Equipment Co. responded to the bid; and

**WHEREAS**, said proposal was opened on June 23, 2021; and

**WHEREAS**, the Administration has found the bid submitted by Miracle Recreation Equipment Co. in the amount of \$52,861.00 was within the budget allocated for said replacement.

**WHEREAS**, the City Administration has found that Miracle Recreation Equipment Co. is the only responsive, responsible bidder; and

**WHEREAS**, City Administration recommends to the City Commission to award the contract as described in the Invitation to Bid to Miracle Recreation Equipment Co.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of West Miami as follows:

**Section 1.** The foregoing "whereas" clauses and heading are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption thereof.

**Section 2.** The City Commission accepts the recommendation of the City Manager to award Miracle Recreation Equipment Co. with the contract to accomplish the purchase and installation of the West Miami Cooper Park Shade Canopy Project described in Exhibit A.

**Section 3.** The City Manager is hereby authorized to execute a contract with Miracle Recreation Equipment Co. in the amount of \$ 52,861.00.

**Section 4.** Funding for this contract shall be borne from Account # 575-600.

**Section 5.** This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED AND ADOPTED this 4<sup>th</sup> day of August 2021.

APPROVED:

\_\_\_\_\_  
RHONDA A. RODRIGUEZ, MAYOR

ATTEST:

\_\_\_\_\_  
ANNERY GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JOSE A. VILLALOBOS, CITY ATTORNEY

**ROLL CALL:**

This Resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_. The vote was as follows:

MAYOR RHONDA A. RODRIGUEZ	—
VICE-MAYOR ERIC DIAZ-PADRON	—
COMMISSIONER CANDIDA BLANCA	—
COMMISSIONER JUAN M. BLANES	—
COMMISSIONER LUCIANO L. SUAREZ	—