

1515 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman Oliver Gilbert, III
Councilman André Williams

Agenda Cover Page

Meeting Date: September 24, 2008

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source:

Contract/P.O. Requirement: Yes No

Sponsor Name/Department:

Councilman Oliver G. Gilbert, III

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid # _____

Quasi-Judicial

Resolution

2nd Reading

Yes No

Title

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 23 OF ORDINANCE NO. 2005-10-48 ("THE CONE OF SILENCE ORDINANCE"); TO DELETE THE PROHIBITION ON COMMUNICATIONS BETWEEN THE CITY MANAGER AND HIS STAFF, AND THE MAYOR AND CITY COUNCIL AND THEIR STAFF ON PENDING SOLICITATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK: PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

The City Council previously amended Ordinance No. 2005-10-48, to opt out of the Miami-Dade County Cone of Silence. The Ordinance as amended, prohibits the Mayor and Members of the City Council ("Council") from communicating with the City Manager and the Manager's appointed staff about pending purchase solicitations. This means that if a member of the Council has questions about the solicitation process, that they would have to wait until the date of the award to speak with the Manager or his appointed staff.

The attached Ordinance will allow for a more productive process for the award of bids. It is inefficient to wait until the date and time of the award for the Council to ask questions of the Manager and his appointed staff. Instead, it would be more efficient if

I-1) ORDINANCE
PUBLIC HEARING
Amending the Cone of Silence

questions or concerns could be posed to the Manager and his appointed staff prior to the meetings so that the Manager would be made aware of these concerns in advance of the award, and could be prepared to address them at the council meeting where the award will be made.

Recommendation: That the City Council adopt this Ordinance.

ORDINANCE No. 2008-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 23 OF ORDINANCE NO. 2005-10-48 ("THE CONE OF SILENCE ORDINANCE"); TO DELETE THE PROHIBITION ON COMMUNICATIONS BETWEEN THE CITY MANAGER AND HIS STAFF, AND THE MAYOR AND CITY COUNCIL AND THEIR STAFF ON PENDING SOLICITATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK: PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

1 WHEREAS, the City Council previously opted out of Miami-Dade County's Cone
2 of Silence and adopted its own Ordinance, and

3 WHEREAS, the adopted ordinance prohibits the Mayor and Members of the City
4 Council from communicating with the City Manager and the Manager's staff, if directed
5 by the Manager, about pending purchase solicitations, and

6 WHEREAS, the City Council would like to adopt this Ordinance permitting the
7 Mayor and City Council the opportunity to discuss purchasing solicitations with the
8 Manager prior to their award,

9 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
10 OF MIAMI GARDENS, FLORIDA, as follows:

11 SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
12 Clauses are hereby ratified and confirmed as being true, and the same are hereby
13 made a specific part of this Ordinance.

14 SECTION 2. AMENDMENT: Section 23 of Ordinance No. 2005-10-48 is
15 amended as follows:

Section 23: Cone of Silence.

- 16
17
18 A. **Purpose.** A Cone of Silence shall be applicable to all RFP, RFQ, ITB, RFLI, or
19 any other advertised solicitations for the provision of goods and services,
20 professional services, and public works or improvements for amounts greater
21 than \$24,999, unless otherwise exempted herein.
22
23 B. **Definition.** "Cone of Silence" is defined to mean a prohibition on:
24
25 (1) any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other
26 advertised solicitation between a potential Proposer, Offeror, Respondent,
27 Bidder, lobbyist or consultant and the City's staff including, but not limited to City
28 Manager and his staff;
29
30 (2) any communication regarding a particular RFP, RFQ, RFLI, ITB or any other
31 advertised solicitation between a potential Proposer, Offeror, Respondent,
32 Bidder, lobbyist, or consultant and any member of the selection/evaluation
33 committee therefore; and
34
35 (3) any communication regarding a particular RFP, RFQ, RFLI, ITB or any other
36 advertised solicitation between a potential Proposer, Offeror, Respondent,
37 Bidder, lobbyist, or consultant and the Mayor and City Council and their
38 respective staff; and.
39
40 ~~(4) any communication regarding a particular RFP, RFQ, RFLI, ITB or any other~~
41 ~~advertised solicitation between the City Manager and his staff, and the Mayor~~
42 ~~and City Council and their respective staff; and~~
43
44
45 C. **Exemptions.** Notwithstanding the foregoing, the Cone of Silence shall not apply
46 to:
47
48 (1) Competitive processes for the award of CDBG, HOME, and SHIP Funds
49 administered by the Community Development Department;
50
51 (2) Communications between a potential Proposer, Offeror, Respondent,
52 Bidder, consultant and City purchasing staff, prior to bid opening date or
53 receipt of proposals, provided the communication is limited strictly to
54 matters of process or procedure already contained in the corresponding
55 solicitation document;
56
57 (3) Duly noticed pre-bid/proposal conferences and site inspections;
58
59 (4) Duly noticed site visits to determine the competency of Bidders/Proposers
60 regarding a particular solicitation during the time period between the

61 opening of Bids/receipt of Proposals and the time the City Manager
62 presents his written recommendation to City Council;

- 63
- 64 (5) Emergency Procurements;
- 65
- 66 (6) Communications with the City Attorney.
- 67
- 68 (7) Sole Source Procurements
- 69
- 70 (8) Those purchases that are exempted from competitive requirements in
71 accordance with Section 15 of Ordinance No. NO. 2005-10-48
- 72
- 73 (9) Bid waivers;
- 74
- 75 (10) Oral presentations before selection/evaluation committees and
76 communications occurring during duly noticed meetings of
77 selection/evaluation committees;
- 78
- 79 (11) Public presentations made to the City Council and communications
80 occurring during any duly noticed public meeting;
- 81
- 82 (12) Communications in connection with the collection of industry comments or
83 the performance of market research regarding a particular RFP, RFQ,
84 RFLI, ITB or any other advertised solicitation by the Purchasing staff;
- 85
- 86 (13) Contract negotiations that occur after an award-; and
- 87
- 88 (14) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any
89 other advertised solicitation between the City Manager and his staff, and
90 the Mayor and City Council and their staff.
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93 D. Procedure:

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- 95 (1) **Imposition.** A Cone of Silence shall be imposed upon each RFP, RFQ, RFLI,
96 ITB or any other advertised solicitation when the solicitation is advertised in a
97 newspaper of general circulation. At the time of imposition of the Cone of
98 Silence, the City Manager or his designee shall issue a notice thereof to the
99 affected department(s), the City Clerk, Mayor and City Council and shall include
100 in any advertised solicitation a statement disclosing that the solicitation is subject
101 to the Cone of Silence.
- 102
- 103 (2) **Termination.** City Council awarding authority - Except as otherwise provided
104 herein, the Cone of Silence shall terminate at the date and time of the City
105 Council meeting where the award will be made; Provided, however, that if the
106 City Council defers the matter to a future date, the Cone of Silence shall be

107 reimposed until such time as the matter is brought back before the City Council
108 for further deliberation. In the event, the City Council decides to reject all bids,
109 then the Cone of Silence shall be lifted.

110
111 City Manager awarding authority – Except as otherwise provided herein, the
112 Cone of Silence shall terminate at the time the issuing department issues a
113 written recommendation to the City Manager; provided, however, that the City
114 Manager refers the recommendation back for further review, the Cone of Silence
115 shall be reinstated until such time as the City Manager issues a recommendation
116 for award pending the bid protest period.

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118 E. **Penalties.** Violation of the Cone of Silence by a particular bidder or proposer
119 shall render the award to said Bidder or Proposer voidable by the City Council. A
120 violation of this section by a particular Bidder, Proposer, Offeror, Respondent,
121 lobbyist or consultant shall subject said Bidder, Proposer, Offeror, Respondent,
122 lobbyist or consultant to \$500.00 fine, per violation and debarment.

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124 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
125 directed to send a copy of this Ordinance to the Miami-Dade County Ethics
126 Commission.

127 SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith
128 are hereby repealed.

129 SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause,
130 phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by
131 any court of competent jurisdiction, such portion shall be deemed a separate, distinct
132 and independent provision and such holding shall not affect the validity of the remaining
133 portions of this Ordinance.

134 SECTION 6. INCLUSION IN CODE: It is the intention of the City Council of the
135 City of Miami Gardens that the provisions of this Ordinance shall become and be made
136 a part of the Code of Ordinances of the City of Miami Gardens and that the sections of
137 this Ordinance may be renumbered or relettered and the word "Ordinance" may be
138 changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the

139 use of which shall accomplish the intentions herein expressed; provided, however, that
140 Section 1 hereof or the provisions contemplated thereby shall not be codified.

141 SECTION 7. EFFECTIVE DATE: This Ordinance shall become effective
142 immediately upon its final passage.

143 PASSED ON FIRST READING ON THE 23rd DAY OF July 2008.

144 PASSED ON SECOND READING ON THE ____ DAY OF _____,
145 20____.

146 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI
147 GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
148 _____, 20____.

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SHIRLEY GIBSON, MAYOR

153 ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

159 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
160 City Attorney

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165 SPONSORED BY: COUNCILMAN OLIVER GILBERT, III

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167 MOVED BY: _____

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VOTE: _____

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Mayor Shirley Gibson	____(Yes)	____(No)
Vice Mayor Barbara Watson	____(Yes)	____(No)
Councilman Melvin L. Bratton	____(Yes)	____(No)
Councilman Oliver Gilbert, III	____(Yes)	____(No)

175	Councilman Aaron Campbell	___(Yes)	___(No)
176	Councilwoman Sharon Pritchett	___(Yes)	___(No)
177	Councilman André Williams	___(Yes)	___(No)

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1515 NW 167th Street
Building 5, suite 200
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
Councilman André Williams

Agenda Cover Page

Meeting Date: September 24, 2008

Fiscal Impact: No **Yes**

(If yes, explain in Staff Summary)

Funding Source: **See attached budget**

Contract/P.O. Requirement: Yes No **X**

Sponsor Name/Department: **Danny Crew, City Manager**

Public hearing **X**

Ordinance **X**

1st Reading

Advertising requirement:

Quasi-Judicial

Resolution

2nd Reading **X**

Yes **X** No

RFP/RFQ/Bid #

Title

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, LEVYING A HORSE RACING AND DOG RACING TAX IN ACCORDANCE WITH SECTION 550.105(9), FLORIDA STATUTES PROVIDING FOR PENALTIES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary

This is the first reading of a proposed tax on pari-mutuel operating within the City of Miami Gardens pursuant to FS 550.105(9). Race track in Florida are exempt from the normal business license tax (occupational license) that all other businesses are required to hold in order to do business in the City. In lieu of a business license tax, Florida Statutes provide for a "Municipal Pari-Mutuel Tax. This tax is calculated at \$150 per day that the track is operating. Estimated revenue is approximately \$18,000 per year.

Recommendation:

That City Council approve the ordinance on first reading, levying horse racing and dog racing tax in accordance with Section 55.105(9), Florida Statutes.

Ordinance 2008

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, LEVYING A HORSE RACING AND DOG RACING TAX IN ACCORDANCE WITH SECTION 550.105(9), FLORIDA STATUTES PROVIDING FOR PENALTIES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida has preempted the collection of occupational (business tax) license fees from racetracks and jai alai frontons, and

WHEREAS, in lieu of permitting cities to collect these taxes, in accordance with Section 550.105(9), Florida Statutes, cities are permitted to assess a tax against any person conducting live racing or games within it's corporate limits, and

WHEREAS, the City of Miami Gardens would like to assess a tax in accordance with Section 550.105(9),

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. CREATION OF ORDINANCE: An Ordinance to be entitled "Pari-Mutuel Races or Games" is created in the City of Miami Gardens, as follows:

Section 1. Horse Racing or Games.

1 There is hereby assessed and imposed a tax against each person
2 conducting live horseracing or games within the City, in the amount of
3 \$150.00 per day for each day that horse racing or games are held.
4

5 **Section 2. Dog Racing/Jai Ali or Games.**
6

7 There is hereby assessed and imposed a tax against each person
8 conducting live dog racing or games or jai alai within the City, in the
9 amount of \$50.00 per day for each day that dog racing or games or jai alai
10 are held.
11

12 **Section 3. Application.**
13

14 Prior to engaging in any racing or horse racing or games, dog racing or
15 games or jai alai, all persons must make application for and receive a
16 license tax receipt to be issued by the City's licensing division on forms to
17 be provided by the division.
18

19 **Section 4. Penalties.**
20

21 Every person found guilty of a violation of this Ordinance shall be
22 punished by a fine of not more than \$500.00 per violation. In addition, any
23 person who fails to comply with this Ordinance, upon conviction shall be
24 guilty of a misdemeanor and shall be punished by a fine not to exceed
25 \$500.00, or by imprisonment not to exceed sixty (60) days in the County
26 jail or both, at the discretion of the Court. The penalties provided for in
27 this Ordinance are in addition to any other penalties permitted by law.
28

29 SECTION 3. CONFLICT: All ordinances or Code provisions in conflict herewith
30 are hereby repealed.

31 SECTION 4. SEVERABILITY: If any section, subsection, sentence, clause,
32 phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by
33 any court of competent jurisdiction, such portion shall be deemed a separate, distinct
34 and independent provision and such holding shall not affect the validity of the remaining
35 portions of this Ordinance.

36 SECTION 5. INCLUSION IN CODE: It is the intention of the City Council of the
37 City of Miami Gardens that the provisions of this Ordinance shall become and be made

1 a part of the Code of Ordinances of the City of Miami Gardens and that the sections of
2 this Ordinance may be renumbered or relettered and the word "Ordinance" may be
3 changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the
4 use of which shall accomplish the intentions herein expressed; provided, however, that
5 Section 1 hereof or the provisions contemplated thereby shall not be codified.

6 SECTION 6. EFFECTIVE DATE: This Ordinance shall become effective
7 immediately upon its final passage.

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9 PASSED ON FIRST READING ON THE _____ DAY OF SEPTEMBER 2008.
10 PASSED ON SECOND READING ON THE _____ DAY OF
11 _____, 20____.
12 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI
13 GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF
14 _____, 20____.

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19 _____
20 SHIRLEY GIBSON, MAYOR

21 ATTEST:

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24 _____
25 RONETTA TAYLOR, MMC, CITY CLERK

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27 Prepared by SONJA KNIGHTON DICKENS, ESQ.
28 City Attorney

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31 SPONSORED BY: Danny Crew, City Manager

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33 MOVED BY:

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35 **VOTE:**

36
37 Mayor Shirley Gibson ___(Yes) ___(No)
38 Vice Mayor Barbara Watson ___(Yes) ___(No)
39 Councilman Melvin L. Bratton ___(Yes) ___(No)

- 1 Councilman Oliver Gilbert, III ___(Yes) ___(No)
- 2 Councilman Andre' Williams ___(Yes) ___(No)
- 3 Councilwoman Sharon Pritchett ___(Yes) ___(No)
- 4 Councilman Aaron Campbell ___(Yes) ___(No)

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1515 NW 167th Street
Building 5, Suite 200
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
Councilman André Williams

Agenda Cover Page

Meeting Date: **September 24, 2008**

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: General Fund

Contract/P.O. Requirement: Yes No

Sponsor Name/Department:

Councilman Oliver G. Gilbert III

Public hearing

Ordinance

1st Reading 2nd Reading

Advertising requirement: Yes No

RFP/RFQ/Bid: No

Quasi-Judicial

Resolution

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND RONETTA TAYLOR, MMC, AS CITY CLERK FOR THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS ATTACHED AT EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE

Background

September 29, 2003, the City Council appointed Ronetta Taylor, MMC, as City Clerk for the City of Miami Gardens. As the first Chartered position hired, no annual evaluation process was put in place to address salary adjustments, if applicable.

This Employee Agreement provides for clarity on those issues relating to: Severance, car allowance, and annual evaluations.

The contract further provides for a \$200.00 monthly car allowance.

Recommendation:

Approve resolution relating to Employment Contract with the City Clerk.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND RONETTA TAYLOR, MMC, AS CITY CLERK FOR THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS ATTACHED AT EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE

1 WHEREAS, since the inception of the City, Ronetta Taylor, has served as the
2 City Clerk, and

3 WHEREAS, Ms. Taylor has served the City without a written contract up until this
4 time, and

5 WHEREAS, Ms. Taylor is a charter employee of the City Council, and as such it
6 is appropriate that she work pursuant to a written contractual arrangement with the City
7 Council, and

8 WHEREAS, the City Council would like to enter into the attached Agreement with
9 Ronetta Taylor for her services,

10 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
11 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

12 **Section 1:** ADOPTION OF REPRESENTATIONS: The foregoing Whereas
13 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
14 made a specific part of this Resolution.

15 **Section 2:** AUTHORIZATION: The Mayor is hereby authorized to execute that
16 certain Employment Contract between the City of Miami Gardens and Ronetta Taylor,
17 MMC, a copy of which is attached hereto as Exhibit A,

18 **Section 3:** INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
19 authorized to obtain three (3) fully executed copies of the subject Employment Contract

20 between the City of Miami Gardens and Ronetta Taylor, MMC, with one to be
21 maintained by the City; with one to be delivered to Ronetta Taylor and with one to be
22 directed to the Office of City Attorney.

23 **Section 4: EFFECTIVE DATE.** This Resolution shall become effective
24 immediately upon adoption.

25 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
26 GARDENS AT A SPECIAL MEETING HELD ON SEPTEMBER 24, 2008.

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SHIRLEY GIBSON, MAYOR

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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Reviewed by City Attorney, Sonja K. Dickens

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SPONSORED BY: COUNCILMAN OLIVER G. GILBERT, III

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SKD:jla

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Moved by:

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Seconded by:

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VOTE:

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Mayor Shirley Gibson _____ (Yes) _____ (No)

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Vice Mayor Barbara Watson _____ (Yes) _____ (No)

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Councilman Melvin L. Bratton _____ (Yes) _____ (No)

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Councilman Aaron Campbell _____ (Yes) _____ (No)

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Councilman André Williams _____ (Yes) _____ (No)

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Councilwoman Sharon Pritchett _____ (Yes) _____ (No)

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Councilman Oliver G. Gilbert III _____ (Yes) _____ (No)

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EMPLOYMENT CONTRACT

This agreement is made and entered into this ____ day of ____, 2008, between the City of Miami Gardens, Florida (hereafter the “City”) and Ronetta Taylor, MMC, pursuant to the following terms and conditions (“Agreement);

Whereas, the City wishes to employ the services of Ronetta Taylor, MMC as the City Clerk of the City of Miami Gardens (hereinafter “City Clerk”); and

Whereas, City Clerk wishes to accept employment as City Clerk of said City under terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein the City and City Clerk agree to the following:

SECTION 1. DUTIES

A. The City Clerk will perform the duties and exercise powers as prescribed in the City Charter, and perform such other legally permissible and proper duties and functions as assigned by the City Council from time to time.

B. The City Clerk shall perform the all duties in a professional and respectable fashion and with full decorum required of City Clerks generally and as required by the standards and Code of Ethics of the International Institute of Municipal Clerks. The City Clerk recognizes that the position of City Clerk is not an hourly-type employment and agrees to devote that amount of time and energy, which is reasonable necessary for the City Clerk to fully perform the duties required under this Agreement. Thus, the City Clerk shall work as required in order to carry out her responsibilities.

SECTION 2. TERM OF AGREEMENT AND COMMENCEMENT DATE

A. The term of this agreement shall commence on the date of execution by the parties, and shall continue until terminated, in accordance with Article 3.6 of the Charter of the City of Miami Gardens, by the City Council or by the City Clerk. The City Clerk shall serve at the pleasure of the City Council.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of City Clerk at any time, subject only to the provisions set forth in SECTION 10 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Clerk to resign at any time from the position of the City Clerk, subject only to the provisions set forth in SECTION 10 of this Agreement.

D. City Clerk agrees to remain in the exclusive employ and neither to accept other employment nor to become employed by any other employer. The term "employed" shall not be construed to include teaching, writing or military reserve service performed on City Clerk's time off. Moreover, the City Clerk may be permitted to do consulting work with the approval of the City Council.

SECTION 3. SALARY

A. The initial annual base salary of the employee shall be \$97,667.70, which shall be payable in bi-weekly installments at the same time that other employees of the City are paid.

B. The City Council agrees to evaluate the performance of the City Clerk to determine any adjustment in annual salary and/or benefits at least once annually, pursuant to the terms of this Agreement. Any adjustments in said annual salary and/or benefits should be based upon the results of the performance evaluation, within the sole discretion of the City Council.

C. In addition to the annual salary adjustment based upon performance, the City Clerk shall receive an annual cost-of-living adjustment effective the first pay period of the new fiscal year, if approved for all full-time city employees during the adoption of the budget.

SECTION 4. AUTOMOBILE ALLOWANCE AND COMMUNICATION EQUIPMENT

A. The City Clerk requires the use of an automobile in the furtherance of her duties. The City shall pay City Clerk a monthly automobile allowance in the amount of \$200.00 for use of her private automobile.

SECTION 5. RETIREMENT/DEFERRED COMPENSATION

A. The City shall continue to contribute into the Florida Retirement System in the amount applicable with Senior Management category. If City Clerk desires to participate in the ICMA Deferred compensation programs, the City agrees to execute all necessary documents or agreements provided by the ICMA Retirement Corporation and contribute into the ICMA deferred compensation programs on behalf of the City Clerk at the Senior Management category level provided at the applicable level provided by ICMA.

SECTION 6. LIFE INSURANCE AND DISABILITY INSURANCE

A. Life Insurance. The City shall pay the premiums for life insurance coverage at the City Clerk's salary level set forth in this agreement.

B. Disability. The City shall pay the premiums for disability coverage for the City Clerk upon commencement of employment contract. At such time as a disability plan is established for the City, the City Clerk shall be included in that coverage.

SECTION 7. HEALTH-DENTAL AND VISION COVERAGE

The City agrees to provide the City Clerk with full family coverage (if applicable) for health, hospitalization, dental and vision care as may be provided to other employees of the City.

SECTION 8. VACATION, PERSONAL LEAVE, SICK LEAVE AND HOLIDAYS

Henceforth, the City Clerk shall be entitled to holidays and personal days at the same rate as the Senior Management Category for the City. In no event, shall the City Clerk be entitled to receive compensation for more than 2080 hours of Personal Leave upon termination of this agreement by either party.

SECTION 9. PROFESSIONAL EXPENSES AND DEVELOPMENT

A. Subject to City policy, State law, the City agrees to pay the reasonable professional expenses, dues and subscriptions of City Clerk necessary for conduct of City business and for her continuation and participation as a member in national, state and local professional organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.

B. Subject to City policy and applicable law, the City agrees to pay the travel and subsistence expenses of City Clerk for reasonable professional and official travel, meetings and occasions adequate to continue the professional development of City Clerk and to adequately pursue necessary official and other functions of the City, including but not limited to the annual conference of the Florida Association of City Clerks (FACC) and the International Institute of Municipal Clerks (IIMC).

SECTION 10. TERMINATION AND SEVERANCE

A. In the event that the City terminates the City Clerk, the City agrees to pay the City Clerk and adhere to the terms of this agreement for a minimum period of twelve (12) months beyond any accumulated Personal Leave time, except as provided below.

B. In the event that the City Clerk voluntarily resigns her position, the City Clerk shall give the City sixty (60) days notice in advance, unless the parties otherwise agree in writing. In the event of resignation, severance pay as outlined above shall not be payable.

C. In the event that the City Clerk is terminated “for cause”, which shall be defined as acts of fraud, moral turpitude or conviction of any criminal act (except for minor traffic infractions), severance as outlined above shall not be payable.

SECTION 11. OTHER CUSTOMARY BENEFITS

The City shall afford the City Clerk the right to participate in any other benefits or working conditions as provided for by administrative and Senior Management employees of the City.

SECTION 12. INDEMNIFICATION

The City shall defend, save harmless and indemnify the City Clerk against any tort, professional liability claim or demand of other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in connection with the performance of the City Clerk’s duties. The City, or its insurance carrier, will pay or settle any such claim or judgment rendered thereon.

SECTION 13. The City shall bear the cost of any fidelity or other bonds required of the Employee under any law or the City Charter.

SECTION 14. MISCELLANEOUS

A. Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written.

B. Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and dignity herewith.

C. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

D. No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.

E. Obligations Personal. The rights and obligations herein granted are personal in nature and cannot be transferred by the City Clerk.

F. Florida Law. This Agreement shall be governed by Florida Law and any litigation which may arise from this Agreement shall be filed and litigated in Miami-Dade County, Florida.

ATTEST:

CITY OF MIAMI GARDENS BY ITS
CITY COUNCIL

MERCEDIA WILLIAMS,
Administrative Assistant/Deputized Clerk

Shirley Gibson, Mayor

Date: _____

Ronetta Taylor, MMC

Date: _____

APPROVED AS TO FORM

Sonja K. Dickens, City Attorney

1515 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
Councilman André Williams

Agenda Cover Page

Meeting Date: **September 24, 2008**

Fiscal Impact: No Yes
(If yes, explain in Staff Summary)

Funding Source: **Building Bond**

Contract/P.O. Requirement: Yes No

Sponsor Name/Department:
Danny Crew, City Manager

Public hearing

Ordinance

1st Reading 2nd Reading

Advertising requirement: Yes No

RFP/RFQ/Bid # ITB#07-08-047

Renovation of Public Works Facility

Quasi-Judicial

Resolution

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MIAMI SKYLINE CONSTRUCTION CORPORATION FOR RENOVATIONS TO THE PUBLIC WORKS BUILDING, IN THE AMOUNT OF \$288,000.00 PLUS A CONTINGENCY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

On April 11, 2007, City Council authorized BEA International, the City's Architectural firm to design and prepare construction documents for the renovation of approximately 5,000 square feet of the Police building and approximately 4,700 square feet of the Public Works building to include interior remodeling, renovation of mechanical, electrical, fire safety and plumbing systems.

Analysis:

Staff worked with the city's contracted architect to identify the scope of services required. The architect then prepared specifications for the renovation of the Public Works building. The Purchasing Division used the specifications provided to prepare solicitation ITB #07-08-047, which was advertised on July 28, 2008. A broadcast notice was sent to 716 vendors and it was placed on Demandstar by Avia (providing notification to all vendors registered in that category). As part of the requirements we required that vendors

J-2) CONSENT AGENDA
RESOLUTION

Agreement with Miami Skyline Construction Corp.

attend a mandatory pre-bid conference that would provide an overview of the project and allow for on-site inspections.

Twenty-six contractors attended the mandatory pre-bid conference. Thirteen sealed bids were received by the required deadline, and they were opened and publicly read on August 27, 2008. A copy of the bid document and submittals are available for review in the office of the Assistant to the Mayor/Council. The work scope was divided into various divisions (mobilization, site work, masonry, specialized services, etc.) and responders were to submit their prices for each of these category. These were added to determine the lowest response for the overall project. The tabulation sheet is attached as **Exhibit "A"**.

All of the bid submittals were evaluated for compliance with the specifications and their ability to perform the work. Among other areas, we considered their bonding capacity, response to questionnaires, compliance with specifications, financial status, and their capacity to perform. Italcon was the apparent low bidder at \$288,402. References were checked and it was discovered that misinformation was provided on the questionnaire. The response stated that the company had never failed to complete any work awarded and that it had never been terminated from a project. We discovered that the City of Miami Beach terminated the contractor on a renovation project.

Miami Skyline was the next lowest bid at \$288,800. Our investigations found them to be responsive to this bid. They have worked on projects for the City in the past. They constructed the recreational building at Scott Park and renovated the police facility. Funding for the renovation is available from the Building Bond.

Recommendation:

The City Council approve the attached resolution authorizing the City Manager to execute an agreement for the renovation of the Public Works building in an amount not to exceed \$317,680.00 (\$288,800 + 10% contingency) to Miami Skyline Construction Corporation located in North Miami, Florida.

RESOLUTION No. 2008-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MIAMI SKYLINE CONSTRUCTION CORPORATION FOR RENOVATIONS TO THE PUBLIC WORKS BUILDING, IN THE AMOUNT OF \$288,000.00 PLUS A CONTINGENCY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, BEA International, the City's contracted architectural firm, designed and prepared construction documents for the renovation of 4,700 square feet of the Public Works building to include interior remodeling, renovation of mechanical, electrical, fire safety and plumbing systems, and

WHEREAS, the architect prepared specifications for the renovation of the Public Works building, and

WHEREAS, invitation to Bid No. 07-08-047, was advertised on July 28, 2008, and

WHEREAS, thirteen sealed bids were received by the required deadline, and they were opened and publicly read on August 27, 2008, and

WHEREAS, all of the bid submittals were evaluated for compliance with the specifications and their ability to perform the work, and

WHEREAS, it was determined that the apparent low bidder was not forthcoming in their questionnaire, and

WHEREAS, Miami Skyline is the next lowest bidder at \$288,800.00; and they received good references, and

30 WHEREAS, City staff is recommending that the City Council enter into an
31 agreement with Miami Skyline in the amount of \$288,800.00, for renovations to the
32 Public Works building, and

33 WHEREAS, Funding for the renovation is available from the Building Bond.

34 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
35 OF MIAMI GARDENS, FLORIDA, as follows:

36 Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
37 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
38 made a specific part of this Resolution.

39 Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and
40 directed to execute and attest, respectively, that certain Agreement with Miami Skyline
41 Construction Corporation in the amount of \$288,800.00, which shall include a 10%
42 contingency, for renovation of the Public Works building, a copy of which is attached
43 hereto as **Exhibit A**.

44 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
45 authorized to obtain three (3) fully executed copies of the subject Agreement, with one
46 to be maintained by the City; with one to be delivered to Miami Skyline Construction
47 Corporation, and with one to be directed to the Office of City Attorney.

48 Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately
49 upon its final passage.

50 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
51 GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 24, 2008.

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: _____

VOTE: _____

Mayor Shirley Gibson	___(Yes)	___(No)
Vice Mayor Barbara Watson	___(Yes)	___(No)
Councilman Melvin L. Bratton	___(Yes)	___(No)
Councilman Aaron Campbell	___(Yes)	___(No)
Councilman Oliver Gilbert, III	___(Yes)	___(No)
Councilwoman Sharon Pritchett	___(Yes)	___(No)
Councilman André Williams	___(Yes)	___(No)

SKD/teh



City of Miami Gardens
 1515 N.W. 167th Street: Bldg. 5 Suite 200
 Miami Gardens, Florida 33169
Procurement Department

Tabulation Sheet
ITB#07-08-047 – RENOVATION OF PUBLIC WORKS BLDG.
August 27, 2008 @ 2:00 p.m.

Item	Bazanjan	Mia Skyline	Italcon	Ranco	ELCI	ABC	EDFM	Carivon	G E Dev.	Lunacon	Coastland	Const. One	Design Build
Bid Bond	Yes												
Div 1	\$83,000.00	\$28,300.00	\$61,343.00	\$36,209.00	\$52,456.00	\$75,635.50	\$78,466.00	\$41,165.00	\$115,885.25	\$43,560.00	\$86,795.00	\$76,209.63	\$44,881.00
Div 3	\$14,000.00	\$4,000.00	.00	\$8,192.00	\$4,964.00	\$19,870.00	\$13,000.00	\$10,918.00	\$6,030.00	\$5,330.00	\$5,500.00	\$6,800.00	\$1,800.00
Div 4	\$14,000.00	\$2,000.00	.00	\$2,000.00	Inc. div 1	\$500.00	\$2,400.00	\$1,908.00	\$4,782.52	\$4,770.00	\$1,000.00	.00	\$1,296.00
Div 5	\$12,000.00	.00	\$9,800.00	\$1,200.00	\$972.00	\$2,000.00	\$2,500.00	\$1,325.00	Inc. div 1	\$1,500.00	\$500.00	\$34,706.75	\$1,200.00
Div 6	\$10,000.00	\$1,500.00	.00	\$1,200.00	\$2,430.00	\$1,000.00	\$5,500.00	\$3,445.00	\$1,300.00	\$2,970.00	\$3,600.00	\$6,955.00	\$1,600.00
Div 7	\$10,000.00	\$1,000.00	.00	\$800.00	\$1,431.00	\$13,152.00	\$15,390.00	\$16,324.00	Inc. div 1	\$2,120.00	\$6,300.00	.00	\$1,000.00
Div 8	\$28,000.00	\$34,000.00	\$28,850.00	\$31,648.00	\$30,318.00	\$25,600.00	\$23,809.00	\$36,697.00	\$25,760.25	\$31,000.00	\$30,000.00	\$27,011.08	\$19,850.00
Div 9	\$150,000.00	\$90,000.00	\$86,623.00	\$87,691.00	\$82,711.00	\$94,600.50	\$93,673.00	\$68,503.00	\$96,513.35	\$127,200.00	\$92,000.00	\$43,285.55	\$52,664.00
Div 10	\$20,000.00	\$6,000.00	\$38,726.00	\$7,660.00	\$9,567.00	\$7,142.00	\$10,190.00	\$10,197.00	\$8,119.46	\$7,000.00	\$9,000.00	\$22,721.29	\$9,900.00
Div 15	\$24,000.00	\$72,000.00	\$22,000.00	\$113,900.00	\$101,394.00	\$114,500.00	\$115,500.00	\$121,900.00	\$76,220.00	\$88,500.00	\$56,000.00	\$84,547.00	\$91,000.00
Div 16	\$65,000.00	\$50,000.00	\$41,060.00	\$52,500.00	\$60,083.00	\$55,000.00	\$49,450.00	\$52,417.00	\$61,654.00	\$54,838.00	\$54,000.00	\$49,450.00	\$49,450.00
													*\$57,002.00
TOTAL	\$430,000.00	\$288,800.00	\$288,402.00	\$343,000.00	\$346,326.00	\$409,000.00	\$409,878.00	\$364,799.00	\$396,264.83	\$368,877.00	\$344,695.00	\$351,686.30	\$331,643.00

* Profit

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
Councilman André Williams

Agenda Cover Page

Date: **September 24, 2008**

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: Public Works' Transportation

Contract/P.O. Requirement: Yes No

Sponsor Name/Department:

Dr. Danny Crew, City Manager

Public hearing

Ordinance

1st Reading

Advertising requirement: Yes No

RFP/RFQ/Bid # ITB#06-07-028

Furnish & Deliver Ready Mixed Concrete

Quasi-Judicial

Resolution

2nd Reading

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS ON AN AS-NEEDED BASIS FOR READY MIX CONCRETE, TO DAVIE CONCRETE CORPORATION, IN AN AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary

The City's Public Works Department continues to install, repair and replace sidewalks throughout the City on an as needed basis. The City has a contract for this service with Straightline Engineering for the installation, repairs and replacement of sidewalks for the areas that are in excess of 100 linear feet. The Public Works Department repairs sidewalks when the area requiring repairs are less than 100 linear feet. Funding for the material for repairs is provided in the Transportation Fund.

Analysis

The City is a member of the Southeast Florida Governmental Cooperative Group, which includes about 50 municipalities in the tri-county. The Coop estimated the total concrete needs for all the municipalities for the next two years, in an effort to solicit bids. This typically allows the vendor to offer a lower unit cost than if each municipality prepared separate bids, allowing for substantial cost savings to each municipality.

The City acted as the lead agency in preparing specifications for the spot market purchases and delivery of ready mixed concrete on an as needed basis, for an initial period of twenty-four months. The Purchasing Division used the specifications provided to prepare bid document #06-07-028, which was advertised on July 24, 2007. A

J-3) CONSENT AGENDA
RESOLUTION
P.O. to Davie Concrete Corporation

broadcast notice was sent to 64 vendors and it was placed on Demandstar by Avia (providing notification to all vendors registered in that category).

Seven bid packages were requested. Two sealed bids were received by the required deadline, and they were opened and publicly read. Bid award is attached as **(Exhibit A)**.

Both bid submittals were evaluated for compliance with the specifications and their ability to perform the work. Among other areas, we considered their response to questionnaires, compliance with specifications, financial status, and their capacity to perform. Award was made to Central Concrete Supermix, Inc. located in Miami, Florida, for Zones 1-6 and Davie Concrete Corp. located in Davie, Florida for Zone 7. The City is located in Zone 7 and therefore will be using Davie Concrete Corp.

The bid was awarded by the CM, within his purchasing authority and the City has been using this contract. However we now anticipate that our usage over the 2-year period will exceed the CM's approval level. As such, it is being brought to the Council for approval.

RECOMMENDATION:

It is recommended that City Council approve the attached resolution authorizing the issuance of additional purchases as needed for the purchase and delivery of ready mix concrete to Davie Concrete Corporation in an amount not to exceed the allocated budget.

RESOLUTION No. 2008-

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE
5 PURCHASE ORDERS ON AN AS-NEEDED BASIS FOR READY MIX
6 CONCRETE, TO DAVIE CONCRETE CORPORATION, IN AN AMOUNT
7 NOT TO EXCEED THE BUDGETED AMOUNT; PROVIDING FOR THE
8 ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE
9 DATE.

10
11 WHEREAS, the City's Public Works Department needs to install, repair and
12 replace sidewalks throughout the City on an as needed basis, and

13 WHEREAS, the City is a member of the Southeast Florida Governmental
14 Cooperative Group ("CO-OP), which includes about 50 municipalities in the tri-county
15 area, and

16 WHEREAS, the Co-op estimated the total concrete needs for all the
17 municipalities for the next two years, in an effort to solicit bids, and

18 WHEREAS, the City acted as the lead agency in preparing specifications for the
19 spot market purchases and delivery of ready mixed concrete on an as needed basis, for
20 an initial period of twenty-four months, and

21 WHEREAS, the Purchasing Division used the specifications provided to prepare
22 bid document #06-07-028, which was advertised on July 24, 2007, and

23 WHEREAS, two sealed bids were received by the required deadline, and they
24 were opened and publicly read, and

25 WHEREAS, both bid submittals were evaluated for compliance with the
26 specifications and their ability to perform the work, and

27 WHEREAS, staff is recommending that the City Council award the bid to Davie
28 Concrete Corp. the recommended vendor of the Co-op, and

29 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
30 OF MIAMI GARDENS, FLORIDA, as follows:

31 Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
32 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
33 made a specific part of this Resolution.

34 Section 2. AUTHORITY: The City Manager is hereby authorized to issue
35 purchase orders on an as-needed basis to Davie Concrete Corporation for ready mix
36 concrete, in an amount not to exceed the budgeted amount.

37 Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately
38 upon its final passage.

39 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
40 GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 24, 2008.

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43 _____
44 SHIRLEY GIBSON, MAYOR

45 ATTEST: _____

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48 _____
49 RONETTA TAYLOR, CMC, CITY CLERK

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51 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
52 City Attorney

53
54 SPONSORED BY: DANNY CREW, CITY MANAGER

55
56 MOVED BY: _____

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58 **VOTE:** _____

59
60 Mayor Shirley Gibson ___(Yes) ___(No)
61 Vice Mayor Barbara Watson ___(Yes) ___(No)
62 Councilman Melvin L. Bratton ___(Yes) ___(No)

63	Councilman Aaron Campbell	___(Yes)	___(No)
64	Councilman Oliver Gilbert, III	___(Yes)	___(No)
65	Councilwoman Sharon Pritchett	___(Yes)	___(No)
66	Councilman André Williams	___(Yes)	___(No)
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AWARD SHEET

Title: FURNISH AND DELIVER READY MIX CONCRETE ITB # 06-07-028

Term: 2 year(s)
Effective 9/1/07 through 8/31/09

User Departments

Public Works
Parks

Vendor Contact Information

Name: Davie Concrete Corporation
Address: 3570 SW 49th Way
Davie, Florida 33314
FID: 59-1431370
Phone: (954) 583-4611
Fax: (954) 584-2829
Contact: Tom Brosnahan
E-mail:

Name: Central Concrete Supermix Inc.
Address: 4300 SW 74 Avenue
Miami, Florida 33155
FID: 65-0121191
Phone: (305) 262-3250
Fax: (305) 267-0698
Contact: Tom Figari, (954) 480-9333
E-mail: tom@supermix.com

Contract Administrator:

William Garviso, Buyer
(305) 622-8000 #2333 or wgarviso@miamigardens-fl.gov

Awarded Items/ Services

See attached spread sheet

..... Indicates Primary vendor. Primary vendor has the first opportunity to perform for the awarded group. (Applies to all items within the awarded Group)

Zone 1	Central Concrete Supermix	Davie Concrete
Pump Mix 3000 PSI + Env Fee Per Load	\$114.00 Cubic Yard	No Bid
Ready Mix 2500 PSI + Env Fee Per Load	\$103.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Fine Aggregate	\$118.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Coarse Aggregate	\$105.00 Cubic Yard	No Bid

Zone 2	Central Concrete Supermix	Davie Concrete
Pump Mix 3000 PSI + Env Fee Per Load	\$114.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Fine Aggregate	\$118.00 Cubic Yard	No Bid

Zone 3	Central Concrete Supermix	Davie Concrete
Pump Mix 3000 PSI + Env Fee Per Load	\$114.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Fine Aggregate	\$118.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Coarse Aggregate	\$105.00 Cubic Yard	No Bid

Zone 4	Central Concrete Supermix	Davie Concrete
Pump Mix 3000 PSI + Env Fee Per Load	\$114.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Fine Aggregate	\$118.00 Cubic Yard	No Bid
"Quickrete" Quick Dry Concrete	\$7.00 Per Bag 80lbs	No Bid

Zone 5	<i>Central Concrete Supermix</i>	<i>Davie Concrete</i>
Pump Mix 3000 PSI + Env Fee Per Load	\$114.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Fine Aggregate	\$118.00 Cubic Yard	No Bid

Zone 6	<i>Central Concrete Supermix</i>	<i>Davie Concrete</i>
Pump Mix 3000 PSI + Env Fee Per Load	\$114.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Fine Aggregate	\$118.00 Cubic Yard	No Bid
Ready Mix 3000 PSI + Env Fee Per Load, Coarse Aggregate	\$105.00 Cubic Yard	No Bid

Zone 7	<i>Davie Concrete</i>	<i>Central Concrete Supermix</i>
Pump Mix 3000 PSI + Env Fee Per Load	\$101.00 Cubic Yard	\$114.00 Cubic Yard
Ready Mix 3000 PSI + Env Fee Per Load, Fine Aggregate	\$94.00 Cubic Yard	\$118.00 Cubic Yard
"Quickrete" Quick Dry Concrete	No Bid	\$7.00 Per Bag 80lbs

Davie Concrete Co.

Minimum ordering Amount (over Short Load) None

Short Load Charge \$50.00

Diversion Charge \$None

Holding time charge \$None

The City will not pay for wait times less than 30 minutes

Central Concrete Supermix

Minimum ordering Amount (over Short Load) 6 yards

Short Load Charge \$100.00

Diversion Charge \$45.00

Holding time charge \$60.00 hourly

The City will not pay for wait times less than 30 minutes

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilman Oliver Gilbert III
Councilwoman Sharon Pritchett
Councilman André Williams

Agenda Cover Page

Date: September 24, 2008

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: CIP – Carol City Comm. Ctr.

Contract/P.O. Requirement: Yes No

Sponsor Name/Department:

Antranette Pierre, Capital Projects

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid # ITB 07-08-042

Miami Carol City Park Recreational Building

Quasi-Judicial

Resolution

2nd Reading

Yes No

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH PORTLAND CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE RECREATIONAL BUILDING AT MIAMI CAROL CITY PARK, IN THE AMOUNT OF \$1,016,799.48, PLUS A CONTINGENCY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

Background:

On September 26, 2001, Miami Dade County (County) commissioned R.E. Chisholm Architects, Inc. to perform architectural and engineering services in order to design and administer the construction of a recreation center for Miami Carol City Park, located at 3201 NW 185 Street Miami Gardens, FL. The plans were completed and permitted through the County. However, in July 2004, via County Resolution No. R-982-04, the County transferred several parks, including the Miami Carol City Park, to the City of Miami Gardens (City). The County Parks and Recreation Department subsequently transferred the plans to the City, along with the remaining balances of various grant

J-4) CONSENT AGENDA
RESOLUTION

Agreement with Portland Construction Company

funding sources. On January 12, 2005, via City Resolution No. R-2005-02-179 the City contracted with R.E. Chisholm for certain consulting and professional services for this project with the requirement that a permit from the City's Building Department was obtained. The plans were approved by the City Building department on June 21, 2007. However, prior to beginning construction, the project was placed on hold as the remainder design plan for overall park improvements were pending completion by another architect firm assigned to the park as part of the Parks Master Plan.

As R.E. Chisholm, Inc. provided the architectural and engineering services on the project for earlier design phases, the agreement for consulting and professional services between the City and R.E. Chisholm, Inc. included phases IV and V (bid assistance and construction administration).

Bid Evaluation Process:

Due to the fact that the City inherited construction documents that were substantially complete, staff determined that the only feasible course of action would be to proceed with the project utilizing the design-bid-build method. Design-bid-build is a process through which the architect or engineer designs the project and is also responsible for providing the construction documents (project specifications, plans, etc.); the city then solicits for a general contractor through an invitation to bid (ITB) process. The City's ITB for the recreational building encouraged minority and small business participation and stipulated the provisions of the City of Miami Gardens Code of Ordinances Sec. 16, regarding local business preference. In addition, with respect to promoting minority participation, the City encouraged Small, Minority, and Women's Businesses to participate in this solicitation and sent direct notices via *email* to minority-owned contractors including contractors in the City.

In accordance with the City of Miami Gardens purchasing ordinance, when the ITB process is used, qualified staff and technical consultants are responsible for determining the lowest responsible responsive bidder.

On July 25, 2008, the City issued an ITB #07-08-042 for general construction services for the following scope of work for the construction of a one-story recreational building. A broadcast notice was sent to 941 vendors. Thirty-eight bidders attended the mandatory pre-bid conference held August 11, 2008 for all prospective bidders. Nineteen (19) bids were received on August 28, 2008 and publicly read. Of the 19 proposals received, 2 withdrew; 2 were deemed non-responsive due to one or more of the following issues: did not submit financials, insufficient bonding capacity, did not submit resumes for project personnel, misinformation provided on the questionnaire.

The bids were evaluated for (1) compliance with the bid specifications, (2) the company's ability to complete the construction within the required time frame, (3) financial stability of the company, (4) lowest bid price, and (5) evidence of prior comparable experience.

Based on the evaluation, the apparent low and responsive bidder is Portland Services LLC d.b.a. Portland Construction Company, located in Miami, Florida. Reference and background evaluations were conducted and found favorable. In addition, site visits

were conducted on several existing and current construction projects by staff. Financial records were analyzed by the City's Finance Director and were deemed satisfactory. The City's architect consultant, R.E. Chisholm, Inc. performed a thorough analysis of the line item bid and the City's project manager reviewed the bid to verify the technical expertise of the bidders. An online search of pending litigation was conducted via Westlaw legal database of Portland Construction Company and showed that there was no prior or pending litigation against the company. The evaluation team found Portland Construction Company to be the most responsive responsible low bidder. Copy of the tabulation and supporting documentation is attached as Exhibit A. A copy of the bid document, plans and references were also made available for Council review (files located at assistant to the mayor and council's office).

Construction Timeline & Management:

The proposed schedule for the recreational building will be 365 working days, upon immediate execution of the contract; mobilization is scheduled for approximately October 8, 2008. The scope is detailed as follows: construction of a new one-story recreational center approx. 6,000 sq. ft. to include snack bar, covered terrace & breezeway, restroom facilities & storage area with an alternate deduct for the site lighting. (The site lighting was part of the architect's original scope when the park project was transferred from County but later removed as the City's adopted its own Parks Master Plan which standardized light fixtures thereby negating photometric and electrical designs previously provided by the architect. The City will install site lighting at a later date with the improvement of the entire park.)

If approved by Council, the construction contract is expected to be executed along with payment bond, liability insurance certificate submitted to City no later than September 25, 2008. The City will schedule a pre-construction meeting at which time a notice to proceed will be issued to begin mobilization.

At mobilization of services, the Department of Capital Projects will have a Project Manager available on-site to monitor the progress of construction. Consultant architect R.E. Chisholm, Inc. will also make periodic visits to the construction site, in accordance with their existing professional services agreement, to ensure the adherence to plans and architectural integrity of the building(s).

Funding

The City budgeted \$1,591,515 for this project, based on the cost estimates provided by the architect. The proposer total bid price was \$1,016,799.48, deducting the alternate (site lighting which will be constructed by others). Additionally, a 10% construction contingency cost was set aside for a total project cost of \$1,118,479.43, netting the City a cost savings of \$473,035.57 or 30%. Funding for this project is made part by Building Better Communities General Obligation Bond, Quality Neighborhood Improvement Program, Safe Neighborhood Parks and city funds. Several of the grants have expiration deadlines quickly approaching and therefore, this project is scheduled expedited construction services.

Recommendation

It is recommended that the City Council approve the attached resolution authorizing the City Manager to negotiate and execute a contract with Portland Services LLC d.b.a Portland Construction Company, located in Miami, Florida, the amount of \$1,118,479.43 which includes a 10% City budgeted contingency, for the construction of the recreational building at Miami Carol City Park.

Exhibits:

A: Bid Tabulation

B. R.E. Chisholm Bid Analysis



September 10, 2008

Ms. Antranette Pierre
Special projects Director
City of Miami Gardens
1515 NW 167th Street
Miami Gardens, Florida 33169

Re: ITB No. 07-08-042 – Miami Carol City Park Recreation Building

Dear Ms Pierre:

We have reviewed the bids submitted and based on the instructions given to the bidders in the "Invitation to Bid" and at the mandatory pre-bid meeting on August 11, 2008 the following is our analysis and recommendation.

Based on the City of Miami Gardens initial review the following bidders were not considered as part of this analysis.

- Dev-Con Construction & Consulting, LLC – Non responsive. Did not meet the bonding requirements.
- OAC Action Construction, Corp. - Withdrew bid.
- Group II, Inc. - Withdrew bid.
- Italconstruction, Inc. – Non responsive. Errors in submitted bid form and tabulation.

Based on the bids provided to us we reviewed the bids based on the following:

- Lowest Qualified Bidder based on total construction cost.
- Lowest Qualified Bidder based on total construction cost less alternate no. 1.

Top 5 Lowest Qualified Bidders – Total Construction Cost

1.	Zurqui Construction	\$	1,298,187.00
2.	Miami Skyline Construction Corp.		1,358,600.00
3.	Design Build International		1,364,759.00
4.	Carivon Construction		1,379,735.00
5.	ABC Construction		1,397,735.00

Based on the complete scope of work including alternates, we recommend the City of Miami Gardens consider Zurqui Construction the lowest qualified bidder.

Top 5 Lowest Qualified Bidders – Total Construction Cost less Alternate No. 1.

1.	Portland services	\$	1,016,799.00
2.	Design Build International		1,064,725.00
3.	Miami Skyline Construction Corp.		1,105,600.00
4.	Zurqui Construction		1,115,582.00
5.	Carivon Construction		1,130,658.00

CHISHOLM

Based on the complete scope of work excluding alternates, we recommend the City of Miami Gardens consider Portland Services the lowest qualified bidder.

A detailed schedule of values should be requested for review as part of any negotiation with the selected lowest qualified bidder

Attached are our excel sheet breakdowns of the bids reviewed.

If you have any questions please do not hesitate to contact me.

Sincerely,

R.E. Chisholm Architects, Inc.

Matthew Polak, AIA
Senior Vice President



**BID RANKING TOTAL CONSTRUCTION COST
WITHOUT ADDITIVE ALTERNATIVE NO.1**

NAME	RANK	BID
Portland Services	1	\$ 1,016,799.00
Design Build Inter American	2	\$ 1,064,759.00
Miami Skyline Construction	3	\$ 1,105,600.00
Zurqui Construction	4	\$ 1,115,582.00
Carivan Construction	5	\$ 1,130,658.00
Soultion Construction	6	\$ 1,176,044.00
Ranco Construction	7	\$ 1,186,000.00
Link Construction	8	\$ 1,210,943.00
5A Consultants	9	\$ 1,241,905.00
ABC Construction	10	\$ 1,254,000.00
Thorton Construction	11	\$ 1,275,198.32
ELCJ Construction	12	\$ 1,330,049.00
Development & Communication	13	\$ 1,410,100.00
Seldin Construction	14	\$ 1,590,000.00
Coreland Construction	15	\$ 1,711,893.66



This is only a tabulation of prices submitted and is not an indication of award or responsiveness.

City of Miami Gardens
 1515 N.W. 167th Street: Bldg. 5 Suite 200
 Miami Gardens, Florida 33169
Procurement Department
Tabulation Sheet
ITB#07-08-042 – MIAMI CAROL CITY REC. BLDG.
August 28, 2008 @ 2:00 p.m.

Item	Dev-Con		Portland		Design Bid Inter		OAC		Coreland		ABC Con		Carlyon		Zurqui		Dev & Com		Group II			
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No		
Bid Bond																						
Div 1	\$100,213.00		\$245,483.00		\$91,760.00		\$93,910.00		\$441,104.66		\$210,026.00		\$121,992.00		\$175,380.00		\$304,000.00		\$199,468.13			
Div 2	\$286,460.00		\$149,285.00		\$48,755.00		\$54,300.00		\$180,280.00		\$121,000.00		\$133,992.00		\$103,656.00		\$177,000.00		\$74,726.00			
Div 3	\$68,000.00		\$205,000.00		\$325,000.00		\$266,629.00		\$158,945.00		\$200,000.00		\$152,250.00		\$205,440.00		\$269,000.00		\$177,622.00			
Div 4	\$20,677.00		0		\$20,000.00		\$63,000.00		\$54,600.00		\$40,000.00		\$57,750.00		\$46,979.00		\$38,000.00		\$40,622.00			
Div 5	\$24,700.00		\$16,400.00		\$5,000.00		\$31,000.00		\$16,000.00		\$5,000.00		\$6,825.00		\$9,309.00		\$28,000.00		\$28,622.00			
Div 6	\$22,000.00		\$31,990.00		\$17,200.00		\$48,275.00		\$46,578.00		\$35,000.00		\$46,276.00		\$38,520.00		\$41,600.00		\$76,172.00			
Div 7	\$16,600.00		\$64,650.00		\$32,500.00		\$89,725.00		\$70,550.00		\$78,530.00		\$65,993.00		\$66,445.00		\$81,000.00		\$86,715.00			
Div 8	\$47,700.00		\$59,086.00		\$34,940.00		\$68,387.00		\$76,803.00		\$82,000.00		\$83,568.00		\$48,515.00		\$71,500.00		\$55,222.00			
Div 9	\$142,250.00		\$117,744.00		\$60,222.00		\$58,768.00		\$216,281.00		\$121,717.00		\$75,679.00		\$111,908.00		\$111,000.00		\$125,543.70			
Div 10	\$30,000.00		\$35,454.00		\$10,200.00		\$33,527.00		\$35,434.00		\$26,727.00		\$20,938.00		\$16,307.00		\$19,000.00		0			
Div 15	\$82,400.00		\$117,000.00		\$96,457.00		\$158,100.00		\$119,700.00		\$133,000.00		\$115,721.00		\$128,400.00		\$115,500.00		\$125,022.00			
Div 16	\$66,000.00		\$430,000		\$450,000.00		\$95,250.00		\$633,615.00		\$344,000.00		\$498,751.00		\$357,328.00		\$409,500.00		\$109,702.00			
TOTAL	\$907,000.00		\$1,472,292.00		\$1,364,725.00		\$1,060,871.00		\$2,049,890.66		\$1,397,000.00		\$1,379,658.00		\$1,298,187.00		\$1,665,100.00		\$1,099,434.83			
Item #A	(\$82,460.00)		(\$455,493.00)		(\$300,000.00)		(\$485,000.00)		(\$337,997.00)		(\$143,000.00)		(\$249,000.00)		(\$182,605.00)		(\$255,000.00)		(\$363,077.00)			
TOTAL LESS #A	\$824,540.00		\$1,016,799.00		\$1,064,725.00		\$575,871.00		\$1,711,893.66		\$1,254,000.00		\$1,130,658.00		\$1,115,582.00		\$1,410,100.00		\$736,357.83			
					*\$172,725.00 profit																	

This is only a tabulation of prices submitted and is not an indication of award or responsiveness.



City of Miami Gardens
 1515 N.W. 167th Street: Bldg. 5 Suite 200
 Miami Gardens, Florida 33169
 Procurement Department

Tabulation Sheet
ITB#07-08-042 – MIAMI CAROL CITY REC. BLDG.
 August 28, 2008 @ 2:00 p.m.
 Cont. page 2

Item	Link		Miami Skyline		Solution		Italconst		Seldin		Ranco		SA Con		ELCI		Thornton		
	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		
Bid Bond																			
Div 1	\$194,928.00		\$131,600.00		\$92,265.00		\$264,156.00		\$82,000.00		\$102,422.00		\$175,905.00		\$157,825.00		\$200,418.86		
Div 2	\$138,883.00		\$82,000.00		\$140,346.00		\$46,500.00		\$165,000.00		\$92,468.00		\$120,000.00		\$125,828.00		\$138,990.60		
Div 3	\$279,922.00		\$198,000.00		\$186,219.00		\$368,000.00		\$300,000.00		\$66,836.00		\$224,000.00		\$317,537.00		\$193,895.10		
Div 4	Included #3		\$20,000.00		\$32,516.00		\$85,000.00		\$75,000.00		\$68,135.00		\$64,000.00		Included #3		\$47,250.00		
Div 5	\$12,517.00		\$12,000.00		\$4,084.00		\$61,500.00		\$15,000.00		\$24,487.00		\$16,000.00		\$13,311.00		\$11,042.85		
Div 6	\$37,990.00		\$35,000.00		\$89,847.00		\$48,800.00		\$25,000.00		\$51,284.00		\$92,000.00		\$37,680.00		\$43,514.75		
Div 7	\$61,350.00		\$85,000.00		\$55,348.00		\$9,900.00		\$60,000.00		\$82,194.00		\$77,000.00		\$55,138.00		\$64,347.69		
Div 8	\$83,438.00		\$63,000.00		\$73,765.00		\$47,500.00		\$40,000.00		\$66,534.00		\$86,000.00		\$62,322.00		\$65,160.92		
Div 9	\$167,335.00		\$120,000.00		\$217,330.00		\$87,800.00		\$300,000.00		\$160,905.00		\$148,000.00		\$126,614.00		\$110,278.35		
Div 10	\$33,926.00		\$22,000.00		\$37,934.00		\$2,600.00		\$113,000.00		\$41,421.00		\$22,000.00		\$32,664.00		\$31,475.85		
Div 15	\$117,654.00		\$115,000.00		\$119,846.00		\$68,500.00		\$200,000.00		\$156,190.00		\$118,000.00		\$135,368.00		\$100,275.55		
Div 16	\$494,010.00		\$475,000.00		\$517,000.00		\$78,700.00		\$425,000.00		\$458,124.00		\$456,000.00		\$518,301.00		\$380,548.35		
TOTAL	\$1,621,953.00		\$1,358,600.00		\$1,566,500.00		\$1,168,956.00		\$1,800,000.00		\$1,371,000.00		\$1,598,905.00		\$1,582,588.00		\$1,387,198.32		
Item #A	(\$410,010.00)		(\$253,000.00)		(\$390,456.00)		(\$283,500.00)		(\$210,000.00)		(\$185,000.00)		(\$357,000.00)		(\$252,539.00)		(\$112,000.00)		
TOTAL LESS#A	\$1,210,943.00		\$1,105,600.00		\$1,176,044.00		\$885,456.00		\$1,590,000.00		\$1,186,000.00		\$1,241,905.00		\$1,330,049.00		\$1,275,198.32		

RESOLUTION No. 2008-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH PORTLAND CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE RECREATIONAL BUILDING AT MIAMI CAROL CITY PARK, IN THE AMOUNT OF \$1,016,799.48, PLUS A CONTINGENCY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City inherited the planned construction of a recreational building at Miami Carol City Park when the park was transferred to the City by Miami-Dade County, and

WHEREAS, On January 12, 2005, via City Resolution No. R-2005-02-179 the City contracted with R.E. Chisholm for certain consulting and professional services for this project, and

WHEREAS, the project was placed on hold as the remainder design plan overall park improvements were pending completion by another architect firm assigned to the park as part of the Parks Master Plan, and

WHEREAS, City staff made a determination that the best course of action would be to proceed with the project utilizing the design-bid-build method, and

WHEREAS, on July 25, 2008, the City issued ITB #07-08-042 for general construction services for the construction of a one-story recreational building, and

WHEREAS, nineteen (19) bids were received on August 28, 2008 and publicly read; and

1 WHEREAS, of the 19 proposals received, 2 withdrew, and 2 were deemed non-
2 responsive due to various issues, and

3 WHEREAS, the remaining bids were evaluated for (1) compliance with the bid
4 specifications, (2) the company's ability to complete the construction within the required
5 time frame, (3) financial stability of the company, (4) lowest bid price, and (5) evidence
6 of prior comparable experience, and

7 WHEREAS, based on the evaluation, the apparent lowest and most responsive
8 bidder is Portland Services LLC d.b.a. Portland Construction Company ("Portland"), and

9 WHEREAS, Portland's background and references are all favorable, and

10 WHEREAS, City staff recommends that the City Council approve the attached
11 resolution authorizing the City Manager to negotiate and execute a contract with
12 Portland Services LLC d.b.a Portland Construction Company, located in Miami, Florida,
13 the amount of \$1,016,799.48, plus a 10% contingency, for the construction of the
14 recreational building at Miami Carol City Park, and

15 WHEREAS, funding for this purpose is found in the Building Better Communities
16 General Obligation Bond, Quality Neighborhood Improvement Program, Safe
17 Neighborhood Parks Initiative, and from City General Funds,

18 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
19 OF MIAMI GARDENS, FLORIDA, as follows:

20 Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
21 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
22 made a specific part of this Resolution.

1 Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and
2 directed to execute and attest, respectively, that certain Agreement with Portland
3 Construction Company in the amount of \$1,016,799.48, plus a 10% contingency, for
4 construction of the recreational building at Miami Carol City Park, a copy of which is
5 attached hereto as **Exhibit A**.

6 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
7 authorized to obtain three (3) fully executed copies of the subject Agreement, with one
8 to be maintained by the City; with one to be delivered to Portland Construction
9 Company, and with one to be directed to the Office of City Attorney.

10 Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately
11 upon its final passage.

12 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
13 GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 24, 2008.

14
15
16 _____
SHIRLEY GIBSON, MAYOR

17 ATTEST:

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19
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21 _____
22 RONETTA TAYLOR, MMC, CITY CLERK

23
24 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
25 City Attorney

26
27 SPONSORED BY: DANNY CREW, CITY MANAGER

28
29 MOVED BY: _____

30 SECONDED BY: _____

31
32
33

- 1 **VOTE:** _____
- 2
- 3 Mayor Shirley Gibson ___(Yes) ___(No)
- 4 Vice Mayor Barbara Watson ___(Yes) ___(No)
- 5 Councilman Melvin L. Bratton ___(Yes) ___(No)
- 6 Councilman Aaron Campbell ___(Yes) ___(No)
- 7 Councilman Oliver Gilbert, III ___(Yes) ___(No)
- 8 Councilwoman Sharon Pritchett ___(Yes) ___(No)
- 9 Councilman André Williams ___(Yes) ___(No)
- 10
- 11 SKD/teh
- 12

**CITY OF MIAMI GARDENS
CONSTRUCTION CONTRACT**

THIS CONTRACT made as of this _____ day of _____, 20____, by and between Portland Services LLC., hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the Work of performing certain construction:

NOW, THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter named, agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement.
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY (Exhibit 1).
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. 07-08-042 dated August 28, 2008(Exhibit 2).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated _____ and any attachments.
- c. Exhibit 1.
- d. Exhibit 2.

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 2. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **fifteen** (15) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within Three Hundred Thirty-Five (335) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within Three Hundred Sixty-Five (365) days from the date certified by CITY as the date of Substantial Completion.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of Eight Hundred Dollars (\$800.00) for each calendar day after the time specified in Section 2.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the

remaining Work within the time specified in Section 2.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of Eight Hundred Dollars (\$800.00) for each calendar day after the time specified in Section 2.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

3.4 CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract.

3.5 CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by the Architect/Engineer in administering the construction of the WORK beyond the completion date specified above, plus approved time extensions, if any. Architect/Engineer construction costs shall be pursuant to the contract between CITY and Architect/Engineer, a copy of which is available upon request of the CONTRACTOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of WORK by means of unilateral credit change orders issued by CITY, as costs are incurred by Architect/Engineer and agreed to by CITY.

ARTICLE 4. COMPENSATION

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of One Million Sixteen Thousand Seven Hundred and Ninety-Nine Dollars and Forty-Eight Cents (\$1,016,799.48).

ARTICLE 5. PROGRESS PAYMENTS

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. CONTRACTOR shall submit with

each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. If CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an Affidavit certifying that all suppliers and Sub-Contractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- D. Damage to another CONTRACTOR not remedied.
- E. Liquidated damages and costs incurred by CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

ARTICLE 7. MISCELLANEOUS

7.1 Conflict: Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall control.

7.2 Independent Contractor: CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the CITY. This Contract shall not constitute or make the parties a partnership or joint venture.

7.3 Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described. CONTRACTOR shall insure that all Sub-Contractors have all required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall

have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.

7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.

7.6 Notices: All notices required in this Contract shall be sent by certified mail, return receipt requested and, if sent to the CITY shall be mailed to:

City of Miami Gardens
Attn: City Manager
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

With a Copy to: City Attorney
C/O City of Miami Gardens
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

And if sent to the CONTRACTOR shall be mailed to:

Name: Portland Services LLC
Address: 14540 SW 136th Street
Address: Suite 102
City, State & Zip: Miami, FL 33186
Contact Person: Ernesto Lopes

Fed. ID# 20-0586605
Telephone # 305-969-3136
Fax # 305-969-2036

Title: General Partner

7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9 Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 Applicable Law and Venue: This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**

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

7.12 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.

7.13 Prior Contracts: This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this

document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.

7.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the \$1,016,799.48, shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

CITY OF MIAMI GARDENS

City Clerk

Mayor

APPROVED AS TO FORM:

CITY Attorney

Dated: