

RESOLUTION No. 2007-142-649

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARING A BID IN THE AMOUNT OF \$652,518.00 TO MIAMI SKYLINE CONSTRUCTION CORPORATION, FOR RENOVATIONS TO THE POLICE BUILDING; AUTHORIZING THE CITY MANAGER TO PAY AN ADDITIONAL \$25,000.00 IN THE EVENT, CERTAIN CRITICAL AREAS ARE COMPLETED BY DECEMBER 1, 2007; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 11, 2007, the City Council authorized the purchase of property to house the Police Department, and

WHEREAS, BEA International, an architect hired by the City, prepared construction documents for renovations to the building, and

WHEREAS, the bids were advertised on September 7, 2007, and

WHEREAS, two bids were received and publicly read on October 1, 2007, and

WHEREAS, City staff is recommending that the City Council authorize the City Manager to negotiate a contract with Miami Skyline Construction Corporation, the apparent low bidder, to complete the renovations, and

WHEREAS, City staff has identified three areas in the Police Department building that are critical to the operation of the Police Department, including the communication area, the lobby and the evidence storage area, and is recommending that the City Council authorize the City Manager to pay an additional \$25,000.00 to Miami Skyline if these areas are completed by December 1, 2007,

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

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

Section 2. AWARD OF BID AND AUTHORIZATION: The City Council of the City of Miami Gardens hereby awards a bid in the amount of \$652,518.00 to Miami Skyline Construction Corporation, for renovations to the City's Police Department. Further, the City Council authorizes the City Manager to negotiate and enter into a contract with Miami Skyline Construction Corporation, for this purpose.

Section 3. ADDITIONAL PAYMENT: The City Council hereby authorizes the City Manager to pay an additional \$25,000.00 to Miami Skyline Construction Corporation if the renovations to the communication area, the lobby, and the evidence storage area are completed by December 1, 2007.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON OCTOBER 10, 2007.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett
SECONDED BY: Councilman Bratton

VOTE: 5-1

Mayor Shirley Gibson	<u> </u> (Yes)	<u> </u> (No)	Out of town
Vice Mayor Barbara Watson	<u> x </u> (Yes)	<u> </u> (No)	
Councilman Melvin L. Bratton	<u> x </u> (Yes)	<u> </u> (No)	
Councilman Oscar Braynon, II	<u> x </u> (Yes)	<u> </u> (No)	
Councilman Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)	
Councilwoman Sharon Pritchett	<u> </u> (Yes)	<u> x </u> (No)	
Councilman André Williams	<u> x </u> (Yes)	<u> </u> (No)	

SKD/yt
267326_1.DOC

CITY OF MIAMI GARDENS
CONSTRUCTION CONTRACT

THIS CONTRACT made as of this 17th day of October, 2007 by and between Miami Skyline Construction Corporation, 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. ITB#06-07-032 dated October 1, 2007 (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 October 17th and any attachments.
- c. Exhibit 1.
- d. Exhibit 2.
- e. Exhibit 3.

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 one hundred twenty (120) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within one hundred fifty (150) 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 Five Thousand Dollars (\$5,000.00) 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 Two Thousand Five Hundred Dollars (\$2,500.00) for each calendar day after the time specified in Section 3.2 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.

3.6 CONTRACTOR shall receive a bonus of Twenty-Five Thousand Dollars (\$25,000.00) for providing "beneficial use" of all three critical areas by December 1, 2007. Areas: Communications Room; Evidence Storage Room; and Lobby.

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 Six Hundred Fifty Two Thousand Five Hundred Eighteen Dollars (\$652,518.00).

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: MIAMI SKYLINE CONSTRUCTION CORP.
Address: 705 NE 130TH STREET
Address:
City, State & Zip: NORTH MIAMI, FL 33161
Contact Person: CLAUDIO RODRIGUEZ

Fed. ID# 65-0599009
Telephone # 305-899-9696
Fax # 305-899-8840

Title PRESIDENT

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.

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

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

WITNESSES:

Marlene

CONTRACTOR:

By: *CR*
Print Name: Claudio Rodriguez
Title: President

ATTEST:

Ronetta Taylor
City Clerk

CITY OF MIAMI GARDENS

Shirley Gibson
Mayor

APPROVED AS TO FORM:

[Signature]
CITY Attorney

Dated: 10/24/2007

2707705

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L06081000769

DATE	BATCH NUMBER	LICENSE NBR
08/10/2006	050838292	CBC057075

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2008

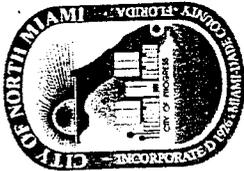
RODRIGUEZ, CLAUDIO SERGIO
MIAMI SKYLINE CONSTRUCTION CORP
705 NE 130TH ST
NORTH MIAMI FL 33161

JEB BUSH
GOVERNOR

SIMONE MARSTILLER
SECRETARY

DISPLAY AS REQUIRED BY LAW

POST THIS BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE



Business Tax Receipt From: 10/01/07 To: 09/30/08
City of North Miami
(305) 895-9817 Business Tax Receipt No.: 08-035964-35
GENERAL CONTRACTOR RENEWAL
Remarks: HOME IMPROVEMENTS Fee Paid: 213.50
(OFFICE ONLY)
SPECIAL RESIDENCE
CITY CODE SEC 29-22 Business Type: 1.521 GENERAL CONTRACTOR-SINGL
Owner: RODRIGUEZ, CLAUDIO (PRES)
Matling Add: MTAMI SKYLINE CONSTRUCTION COR
705 NE 130 ST

Business Address: NORTH MIAMI FL 33161
705 NE 130 ST

**NOTICE: BUSINESS TAX RECEIPT MUST BE
TRANSFERRED WHEN BUSINESS IS MOVED
OR SOLD.**

MIAMI-DADE COUNTY
COLLECTOR
W. FLAGLER ST.
FLOOR
MI, FL 33130

2007 LOCAL BUSINESS TAX RECEIPT 2008
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2008
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

1585146 / LOCATION LICENSE RENEWAL 329569-8
MIAMI SKYLINE CONST CORP STATE# CBC057075
705 NE 130 ST
3161 NORTH MIAMI
ER

MIAMI SKYLINE CONST CORP WORKER/S
SUB-GENERAL BLDG CONTRACTOR 6

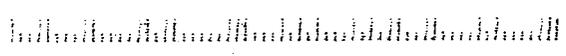
IF YOU DO NOT
RECEIVE THIS
PERMIT IT
VIOLATE ANY
REGULATORY
LAWS OF THE
CITIES, NOR
EXEMPT THE
LICENSEE
FROM ANY OTHER
LAW. THIS IS
EVIDENCE OF
YOUR QUALIFICATION

DO NOT FORWARD

MIAMI SKYLINE CONST CORP
CLAUDIO S RODRIGUEZ PRES
705 NE 130 ST
NORTH MIAMI FL 33161

RECEIVED
COUNTY TAX

08/14/2007
60010000365
000045.00
SEE OTHER SIDE



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2007

PRODUCER (305)822-7800 FAX
Collinsworth, Alter, Fowler, Dowling & French
P. O. Box 9315
Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Miami Skyline Construction Corp.
705 NE 130 Street
North Miami, FL 33161

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Co	09088
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL2008538020007	03/23/2007	03/23/2008	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY: EA ACC \$				
	AGG \$				
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
	AGGREGATE \$				
	\$				
	\$				
	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC200853904	03/23/2007	03/23/2008	WC STATU-TORY LIMITS OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Renovation of Police Building City of Miami Gardens ITB # 06-07-032

CERTIFICATE HOLDER

City of Miami Gardens
1515 N W 167th Street
Building 5, Suite 200
Miami Gardens, FL 33160

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Lee Fowler/GCM

Lee Fowler

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois has coverage in force for the following Named Insured as shown below:

Named Insured: MIAMI SKYLINE CONSTRUCTION CORPORATION

Address of Named Insured: 705 NE 130TH STREET
NORTH MIAMI, FL 33161-7526

POLICY NUMBER	035 1189-D05-59I	162 6482-E15-59B		
EFFECTIVE DATE OF POLICY	10/5/07-4/5/08	05/15/07-11/15/07		
DESCRIPTION OF VEHICLE	2002 FORD F150 P/U	2003 DODGE P/U NB		
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury Each Person				
a. Bodily Injury Each Accident				
b. Property Damage				
c. Bodily Injury & Property Damage Single Limit Each Accident	\$2,000,000.00	\$2,000,000.00		
PHYSICAL DAMAGE COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO Deductible
EMPLOYER'S NON-OWNED/OPERATED EQUIPMENT COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO


Signature of Authorized Representative

AGENT Title 2220 Agent's Code Number 10/09/07 Date

Name and Address of Certificate Holder
ADD'L INSD:
CITY OF MIAMI GARDENS
1515 NW 167TH ST
STE 200
MIAMI, FL 33169

Name and Address of Agent
STEVEN N ENFIELD, STATE FARM INS.
8040 PETERS ROAD STE. H-108
PLANTATION, FLORIDA 33324
PHONE (954) 370-2345 DADE (305) 945-2345

Check if permanent Certificate of Insurance for liability coverage is needed:
Check if the Certificate Holder should be added as an Additional Insured:
Remarks: PROJECT: RENOVATION OF POLICE BUILDING 06-07-032

City of Miami Gardens

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 Oscar Braynon II
Councilman André Williams

Agenda Cover Page

Date: October 10, 2007

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

Advertising requirement: Yes No

RFP/RFQ/Bid # **06-07-032 Renovation of Police Building**

Quasi-Judicial

Resolution

2nd Reading

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID IN THE AMOUNT OF \$652,518.00 TO MIAMI SKYLINE CONSTRUCTION CORPORATION, FOR RENOVATIONS TO THE POLICE AND PUBLIC WORKS BUILDINGS; AUTHORIZING THE CITY MANAGER TO PAY AN ADDITIONAL \$25,000.00 IN THE EVENT, CERTAIN CRITICAL AREAS ARE COMPLETED BY DECEMBER 1, 2008; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR THIS PURPOSE; 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 to include interview rooms, communications rooms, sallie port, holding area, locker and shower areas, lobby, etc.

On September 12, 2007, City Council authorized the Manager to offer a bonus of \$25,000 to the awarded Contractor if the three areas staff identified as critical are ready for beneficial use by December 1, 2007. These areas are the communication area, the lobby, and the evidence storage area.

Analysis:

The City's architects prepared specifications for the renovation of the Police building. The bid was advertised on September 7, 2007. A broadcast notice was issued to 931 suppliers. A pre-bid meeting was held September 14, 2007, nine potential bidders

**J-4) CONSENT AGENDA
RESOLUTION
MIAMI SKYLINE
CONSTRUCTION CORP.**

attended. Thirteen sets of plans were purchased. Two bids were received and publicly read on October 1st, 2007. Copies of the bid documents and submittals are available for review in the Council's Office, by contacting the Assistant to the Mayor/Council.

The bids were evaluated for compliance with the specifications and the company's ability to complete the renovation within the required time frame. Based on the evaluation, the apparent low and responsive bidder is Miami Skyline Construction Corporation located in North Miami, Florida. Reference and background evaluations were conducted and found favorable. The City's consultant concurs that the contractor is very reliable. A copy of the tabulation is attached (**Attachment 1**).

Recommendation:

We recommend that the City Council approve the attached resolution, authorizing the City Manager to negotiate and execute a contract with Miami Skyline Construction Corporation, located in North Miami, Florida, the amount of \$652,518 for the renovation to the Police Building. We further recommend approval of an additional \$25,000.00 bonus to be paid, if contractor is successful in providing beneficial use of the three critical areas on or before December 1, 2007.