

City of Miami

819 NW 2nd Ave
3rd Floor
Miami, FL 33136
<http://miamicra.com>



Meeting Agenda

Thursday, February 22, 2024

10:00 AM

City Hall
3500 Pan American Drive
Miami, FL 33133

SEOPW Community Redevelopment Agency

*Christine King, Chair, District Five
Miguel Angel Gabela, Board Member, District One
Damian Pardo, Board Member, District Two
Joe Carollo, Board Member, District Three
Manolo Reyes, Board Member, District Four*

SEOPW CRA OFFICE ADDRESS:
819 NW 2ND AVENUE, 3RD FLOOR
MIAMI, FL 33136
Phone: (305) 679-6800 | Fax (305) 679-6835
www.miamicra.com

CALL TO ORDER

CRA PUBLIC COMMENTS

MINUTES APPROVAL

CRA RESOLUTION

1. CRA RESOLUTION

15220

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENTS AUTHORIZING A REVOCABLE LICENSE AGREEMENT, ATTACHED AND INCORPORATED HEREIN (EXHIBIT “A”), FOR THE USE OF PROPERTY AT 1611 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 (THE “PROPERTY”), WITH BDI CONSTRUCTION COMPANY, A FLORIDA PROFIT CORPORATION (“BDI”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE REVOCABLE LICENSE AGREEMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15220 - Exhibit A

2. CRA RESOLUTION**15584**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE THE INTERGOVERNMENTAL AGREEMENT, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT "A", IN A FORM ACCEPTABLE TO COUNSEL BETWEEN THE SEOPW CRA AND MIAMI-DADE COUNTY ("COUNTY") FOR THE INSTALLATION AND MAINTENANCE OF RECTANGULAR RAPID FLASHING BEACONS WITHIN EXISTING PEDESTRIAN CROSSWALKS IN THE COUNTY'S RIGHT-OF-WAY ("PURPOSE"); FURTHER AUTHORIZING THE ALLOCATION OF FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$142,000.00) (FUNDS) FROM ACCOUNT NUMBER 10050.920101.534000, TITLED OTHER CONTRACTUAL SERVICES FOR SUCH INSTALLATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID PURPOSE, ALL IN FORMS ACCEPTABLE TO COUNSEL; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15584 Exhibit A

3. CRA RESOLUTION**15585**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") DEALLOCATING FUNDS IN AN AMOUNT NOT TO EXCEED NINETY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$96,000.00) ("FUNDS"), FROM EYEURBANTV.COM, LLC ("GRANTEE") AUTHORIZED PURSUANT TO SEOPW CRA RESOLUTION NO. CRA-R-23-0039, ADOPTED ON JULY 27, 2023; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTIONS REQUIRED TO EFFECTUATE THE DEALLOCATION; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15585 - Backup

4. CRA RESOLUTION**15586**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), AUTHORIZING THE EXECUTIVE DIRECTOR TO ALLOCATE FUNDS TO THE CITY OF MIAMI ("CITY"), FOR THE REPLACEMENT OF THE FOOTBALL FIELD AT THEODORE GIBSON PARK LOCATED AT 350 N.W. 12TH STREET, MIAMI, FL 33136 ("PURPOSE"), SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) ("FUNDS"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15586 - Backup

5. CRA RESOLUTION**15587**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S) AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE SEOPW CRA AND HARLEM SQUARE, LLC AUTHORIZED PURSUANT TO SEOPW CRA RESOLUTION CRA-R-18-0014, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT "A," IN A FORM ACCEPTABLE TO COUNSEL, TO HARLEM SQUARE, LLC; FURTHER WAIVING THE REQUIREMENTS FOR COMPLIANCE WITH SEOPW CRA RESOLUTION CRA-R-16-0015, ATTACHED AND INCORPORATED HEREIN, AS EXHIBIT "C" WHICH REQUIRE CERTAIN AGREEMENTS TO PAY RESPONSIBLE LIVING WAGE RATES AND BENEFITS CONSISTENT WITH SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY, AS SET FORTH IN THE 2018 AMENDED GRANT AGREEMENT BETWEEN THE SEOPW CRA AND HARLEM SQUARE, LLC, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING FOR THE INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15587 Exhibit A

File # 15587 Exhibit B

File # 15587 Exhibit C

ADJOURNMENT

SEOPW Board of Commissioners Meeting
February 22, 2024

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM

To: Board Chair Christine King and Members of the CRA Board Date: December 7, 2023 File: 15220



From: James McQueen
Executive Director

Subject: Revocable License Agreement for
1611 N.W. 3rd Ave., Miami, FL
33136, to BDI Construction
Company

Enclosures: File # 15220 - Exhibit A

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), authorizing the revocable license agreement, attached and incorporated herein (Exhibit "A"), for the use of property at 1611 N.W. 3rd Avenue, Miami, Florida 33136 (the "Property"), with BDI Construction Company, a Florida profit corporation ("BDI").

BDI is a general contractor selected to construct an affordable housing development project on Miami-Dade County property near N.W. 16th Street and N.W. 3rd Avenue, Miami, Florida. BDI has requested temporary use of the Property for the purposes of a construction staging area for a term of 5 months, beginning January 29, 2024. The use of the Property for the term required has been negotiated for an amount of \$1,900.00 per month, or \$9,500.00 for 5 months.

In accordance with Florida Statutes 163.380, the SEOPW CRA has posted public notice declaring its intent to dispose of real property.

JUSTIFICATION:

The subject Property is currently vacant and will not be developed within the time frame of the lease. Revenues generated from the lease of the Property will be used toward SEOPW CRA redevelopment efforts.

FUNDING:

None

FACT SHEET:

Company name: BDI Construction Company

Address (property): 1611 N.W. 3 Avenue, Miami, FL 33136

Term: 5 months beginning January 29, 2024

Scope of work or services (Summary): Revocable License Agreement of vacant Property for 5 months.



**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

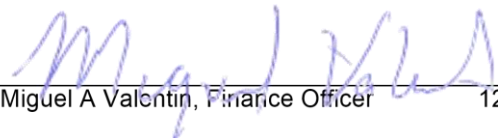
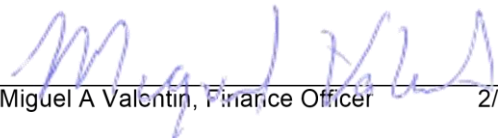
CRA Board Meeting Date: February 22, 2024

CRA Section:

Approved by:

	James McQueen, Executive Director	12/7/2023		James McQueen, Executive Director	2/15/2024
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Approval:

	Miguel A Valentin, Finance Officer	12/7/2023		Miguel A Valentin, Finance Officer	2/15/2024
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Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15220

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENTS AUTHORIZING A REVOCABLE LICENSE AGREEMENT, ATTACHED AND INCORPORATED HEREIN (EXHIBIT “A”), FOR THE USE OF PROPERTY AT 1611 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 (THE “PROPERTY”), WITH BDI CONSTRUCTION COMPANY, A FLORIDA PROFIT CORPORATION (“BDI”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE REVOCABLE LICENSE AGREEMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, BDI Construction Company, a Florida Profit Corporation (“BDI”) is the general contractor for an upcoming affordable housing development project on Miami-Dade County property near N.W. 16th Street and N.W. 3rd Avenue, Miami, FL; and

WHEREAS, BDI has requested temporary use of 1611 N.W. 3rd Avenue, Miami, FL, 33136 (the “Property”) for the purposes of construction staging area (“Purpose”); and

WHEREAS, in accordance with Florida Statutes 163.380, the SEOPW CRA has posted public notice declaring its intent to dispose of real property; and

WHEREAS, the Board of Commissioners wishes to authorize execution of the revocable license agreement, attached and incorporated herein (Exhibit “A”), with BDI for the Purpose stated herein; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

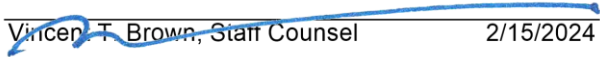
Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Executive Director is hereby authorized to execute the revocable license agreement with BDI Construction Company for the use of the property located at 1611 N.W. 3rd Avenue, Miami, FL, 33136, for the Purpose stated herein.

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director’s designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincen T. Brown, Staff Counsel 2/15/2024

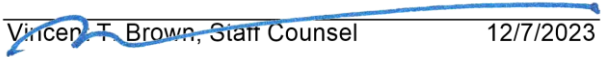
 Vincen T. Brown, Staff Counsel 12/7/2023

Exhibit "A"

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made as of this _____ day of _____, 2023 (the "Effective Date"), by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "SEOPW CRA"), and BDI CONSTRUCTION COMPANY, a Florida profit corporation (the "Licensee").

RECITALS

A. WHEREAS, Section 2, Goal 4, of the 2018 Southeast Overtown/Park West Redevelopment Update Plan (the "Plan") lists the "creati[on of] jobs within the community" as a stated redevelopment goal; and

B. WHEREAS, Section 2, Goal 6, of the Plan also lists "improving the quality of life for residents," as a stated redevelopment goal; and

WHEREAS, the SEOPW CRA is the owner of property located at 1611 N.W. 3rd Avenue in Miami, Florida 33136 (the "CRA Lot"), more specifically referred to in **Exhibit "A"**.

C. WHEREAS, the Licensee has requested use of the Northern half portion of the CRA Lot ("Property"), more specifically referred to in **Exhibit "B"**; and

D. WHEREAS, Licensee is a for-profit organization performing general contracting services; and

E. WHEREAS, the Licensee intends on using the Property to as a construction staging area for a nearby affordable housing construction development project ("Purpose"); and

F. WHEREAS, the SEOPW CRA is willing to grant a revocable license to Licensee for use of the Property for the permitted Purpose, and Licensee is willing to accept a revocable license to use the Property for the permitted Purpose, as hereinafter provided; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated herein and made a part of this Agreement.

2. GRANT OF REVOCABLE LICENSE. The SEOPW CRA hereby grants to Licensee a revocable license to utilize the CRA Lot for the intended Purpose for the Permitted Use, subject to the terms of this Agreement. The use of the CRA Lot by the Licensee is strictly

limited to the Purpose and the CRA Lots is not to be used by the Licensee for any other purpose whatsoever.

3. AGREEMENT NOT A LEASE. This Agreement solely grants to Licensee revocable license for the Permitted Use of the CRA Lots and for no other purpose. The parties hereby agree that the provisions of this Agreement do not constitute a lease. The rights of Licensee hereunder are not those of a tenant but are a mere personal privilege to do certain acts of a temporary character on the CRA Lot and to use the CRA Lot for the Permitted Use only, subject to the terms of this Agreement. The SEOPW CRA retains dominion, possession and control of the CRA Lot. Therefore, no lease interest in the CRA Lot is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the CRA Lot by virtue of this Agreement or its use of the CRA Lot hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the CRA Lot by virtue of any expenditure of funds in connection with the use of the CRA Lot.

4. TERM OF AGREEMENT AND USE PERIOD. This Agreement shall commence on January 29, 2024 and shall continue for a five (5) month period ending June 30, 2024.

5. USE RATE. In consideration of the use of the CRA Lot as described above, Licensee agrees to pay to the SEOPW CRA the sum of Nine Thousand Five Hundred Dollars and No Cents (\$9,500.00). Payment must be paid in full; failure to pay upon execution of this Agreement shall result in the immediate termination of this Agreement.

6. CONDITION OF THE CRA LOT AND MAINTENANCE. During the term of this Agreement, Licensee shall, at its sole cost and expense, maintain the CRA Lot in good condition and repair and ensure the CRA Lot remains in a clean, safe and sanitary condition. Licensee shall promptly restore the CRA Lot to its original condition, prior to the use of the CRA Lot by Licensee, upon the termination of this Agreement unless otherwise agreed to in writing by the SEOPW CRA's Executive Director. Licensee agrees that the SEOPW CRA shall, under no circumstances, be liable for any latent, patent or other defects in the SEOPW CRA Lot.

7. VIOLATIONS, LIENS, AND SECURITY INTERESTS. The Licensee shall not suffer or permit any statutory, laborers, materialman, or mechanics' liens to be filed against the CRA Lot by reason of work, labor, services, or materials supplied to the Licensee or anyone having a right to possession of the CRA Lot. Nothing in this Agreement shall be construed as constituting the consent or request of the SEOPW CRA, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific alteration, or repair of or to the CRA Lot nor as giving the Licensee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics liens against the CRA Lot. If any mechanics' lien shall at any time be filed against the CRA Lot, the Licensee shall cause it to be discharged of record or transferred to appropriate bond within thirty (30) days after

the date the Licensee acquires knowledge of its filing. If the Licensee shall fail to discharge a mechanics' lien or cause same to be transferred to bond within that period, then in addition to any other right or remedy available to the SEOPW CRA, the SEOPW CRA may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by transferring same to appropriate bond. All amounts paid by the SEOPW CRA shall be repaid to the SEOPW CRA by the Licensee immediately upon rendition of any invoice or bill by the SEOPW CRA and shall bear interest at the maximum rate allowed by Florida law until repaid. Subject to the limits, limitations and provisions of Section 768.28, Florida Statutes, as may be amended, Licensee further agrees to hold SEOPW CRA harmless from, and to indemnify and defend the SEOPW CRA against, any and all claims, demands and expenses, including attorney's fees and costs, by reason of any claims of any contractor, subcontractor, materialman, laborer or any other third person with whom Licensee has contracted or otherwise is found liable for, in respect to the Property.

8. SEOPW CRA ACCESS TO PROPERTY. SEOPW CRA and its authorized representative(s) shall have access to the Property at all times to: (a) inspect the Property; (b) to perform any obligations of Licensee under this Agreement which Licensee has failed to cure within ten (10) days of receipt of written notice from the SEOPW CRA; and (c) confirm Licensee's compliance with the terms and provisions of this Agreement and all applicable laws, ordinances, rules and regulations. The SEOPW CRA shall not be liable for any lost, cost or damage to the Licensee by reason of the exercise by the SEOPW CRA of the right of entry described herein. The making of periodic inspection or the failure to do so shall not operate to impose upon SEOPW CRA any liability of any kind whatsoever nor relieves the Licensee of any responsibility, obligations or liability under this Agreement.

9. LICENSEE COMPLIANCE WITH ALL ORDINANCES. The Licensee agrees to comply with all applicable code requirements and ordinances including the requirement to apply for any temporary use permits, building permits, certificates of use, or other permits and/or licenses. Licensee also agrees that any temporary improvements or modifications to the Property, including those not requiring any permits, and including the installation of outdoor furniture, planters, umbrellas, lighting, etc. comply with all applicable codes and ordinances.

10. NO PERMANENT STRUCTURES OR ALTERATIONS. The Licensee agrees to not build any permanent alterations to the CRA Lots nor construct any permanent structures on the CRA Lots.

11. INSURANCE. The Licensee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"** attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the SEOPW CRA and the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Liability Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of Services under this Agreement without

thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Liability Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request by the SEOPW CRA file duplicate copies of the policies of such insurance with the SEOPW CRA.

If, in the reasonable judgment of the SEOPW CRA, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, the SEOPW CRA reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the SEOPW CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, the SEOPW CRA shall pay Provider compensation for services rendered, and expenses incurred, prior to the date of termination but shall not be liable to Provider for any additional compensation, or for any consequential or incidental damages.

12. INDEMNIFICATION. Licensee shall indemnify, covenant not to sue, defend and hold harmless the SEOPW CRA, the City of Miami, and their officials, employees and agents (collectively referred to as "Indemnitees"), from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any CRA Lots arising out of, resulting from, or in connection with (i) the use of the CRA Lots, whether caused directly or indirectly, in whole or in part (whether joint, concurrent or contributing), by any act, omission, default, negligence (whether active or passive), recklessness or intentional wrongful misconduct of any Indemnitees, Licensee or any of users guests, invitees, employees, agents or subcontractors, or (ii) by the failure of Licensee to comply with any of the provisions herein, specifically Licensee's obligation to comply with all applicable statutes, ordinances or other regulations or requirements in connection with the use of the CRA Lots. This indemnification shall survive the term of this agreement.

13. SAFETY. Licensee shall allow SEOPW CRA inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections, the SEOPW CRA, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. Licensee shall have no recourse against the SEOPW CRA, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s).

14. NOTICES. All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to the SEOPW CRA and Licensee at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on

the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

To SEOPW CRA:

James McQueen, Executive Director
Southeast Overtown/Park West Community Redevelopment Agency
819 N.W. 2nd Avenue 3rd Floor
Miami, FL 33136

With copy to:

Vincent T. Brown, Esq., Staff Counsel
819 N.W. 2nd Avenue 3rd Floor
Miami, FL 33136

To Licensee:

BDI Construction Company
Lourdes Maria Escandon, Director of Preconstruction
7270 N.W. 12th Street, Suite 200
Miami, Florida 33126

15. ADVERTISING. Licensee shall not permit any signs or advertising matter to be placed either in the interior or upon the exterior of the Property without having first obtained the approval of the SEOPW CRA's Executive Director or his designee, which approval may be withheld for any or no reason, at his sole discretion.

16. HAZARDOUS MATERIALS. Licensee hereby agrees that Licensee and Licensee's officers, directors, employees, representatives, agents, contractors, subcontractors, and any other users of the Property (collectively referred to as "Licensee Representatives") shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Property or transport to or from the Property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance - with all applicable Hazardous -Materials Laws. Furthermore, Licensee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Licensee or any of Licensee's Representatives of any Hazardous Materials on the Property, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Property.

Each party hereto (for purposes of this Paragraph, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Property pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the

Property; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the CRA Lots or Licensee Representatives use thereof.

Subject to the limits, limitations and provisions of Section 768.28, Florida Statutes, as may be amended, Licensee shall indemnify, defend, protect, and hold the SEOPW CRA, employees, agents, attorneys, shareholders, officers, directors, trustees, successors and assigns (collectively, the SEOPW CRA together with all of such persons and entities are hereinafter referred to as the “Indemnified Parties”), free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including, without limitation, attorneys’ fees and costs through litigation and all appeals) or death of or injury to any person or damage to any CRA Lots whatsoever, arising from or caused in whole or in part, directly or indirectly by (a) any contamination resulting from any act or omission of Licensee or Licensee’s Representatives (b) Licensee’s failure to comply with any Hazardous Materials Laws with respect to the CRA Lots, or (c) a breach of any covenant, warranty or representation of Licensee under this Paragraph. Licensee’s obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the CRA Lots, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the indemnity provisions hereof, any acts or omissions of Licensee, or Licensee’s Representatives (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Licensee. The foregoing indemnity shall survive the termination of this Agreement.

Nothing in this Agreement, including, but not limited to, the provisions of Paragraph 6 entitled “Violations, Liens, and Security Interests,” or this Paragraph 13 entitled “Hazardous Materials,” shall require the Licensee to indemnify the Indemnitees from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys’ fees) relating to or arising out of: (i) the Indemnitees, its employees’, or agents’ sole negligence in the performance of this Agreement; and (ii) the Indemnitees’, its employees’, or agents’ breach of any provision of this Agreement. Nothing contained herein shall obligate the Licensee to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which the Licensee could be held liable under the provisions of Section 768.28, Florida Statutes, as may be amended, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of the Licensee to any person or entity beyond the limits of liability for which the Licensee could be held liable under Section 768.28, Florida Statutes. This revision reflects the fact that political subdivisions (like the Licensee) are prohibited by the state constitution from waiving sovereign immunity and is an attempt to harmonize the language of indemnity with state law.

17. LICENSES, AUTHORIZATIONS, AND PERMITS. Licensee shall obtain, or cause to be obtained, and maintain in full force and effect throughout the term of this Agreement, at its sole expense, all licenses, authorizations and permits that are necessary for Licensee to

conduct the Permitted Use on the CRA Lots. The Licensee shall be responsible for paying the cost of said applications and obtaining said licenses, authorizations and permits.

18. COMPLIANCE WITH ALL LAWS APPLICABLE. Licensee accepts this Agreement and hereby acknowledges that Licensee's strict compliance with all applicable federal, state and local laws, ordinances and regulations is a condition of this Agreement, and Licensee shall comply therewith as the same presently exist and as they may be amended hereafter. This Agreement shall be construed and enforced according to the laws of the State of Florida.

19. SURRENDER OF PROPERTY. In the event of termination of this Agreement Licensee shall peacefully surrender the Property in good condition and repair, pursuant to Paragraph 5. Upon surrender, Licensee shall promptly remove any equipment, property, and furnishings from the Property and Licensee shall repair any damage to the Property caused thereby. Should Licensee fail to repair any damage caused to the Property within thirty (40) days after receipt of written notice from SEOPW CRA directing the required repairs, SEOPW CRA shall cause the Property to be repaired at the sole cost and expense of Licensee. Licensee shall pay SEOPW CRA the full cost of such repairs within thirty (30) days of receipt of an invoice indicating the cost of such required repairs, together with interest thereon, at the maximum rate allowed by Florida law until repaid. In the event Licensee fails to remove Licensee's equipment, property, and furnishings from the Property within the time limit set by the notice, said property shall be deemed abandoned and thereupon shall become the sole personal property of the SEOPW CRA. The SEOPW CRA, at its sole discretion and without liability, may remove and/or dispose of same as SEOPW CRA sees fit, all at Licensee's sole cost and expense.

20. SEVERABILITY. It is the express intent of the parties that this Agreement constitutes a revocable license and not a lease. To further this intent, the parties agree as follows: (i) if any provision of this Agreement, or the application thereof to any circumstance, suggest that a lease, rather than a license, has been created, then such provision shall be interpreted in the light most favorable to the creation of a license; and (ii) if any provision of this Agreement, or the application thereof to any circumstance, is determined by a court of competent jurisdiction to have created a lease rather than a license, then such provision shall be stricken and, to the fullest extent possible, the remaining provisions of this Agreement shall not be affected thereby and shall continue to operate and remain in full force and effect. With regard to those provisions which do not affect the parties intent for this Agreement, should any provision, section, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, section, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

21. NONDELEGABILITY. Licensee cannot assign, sell, convey, pledge, encumber, dispose, or transfer its privilege and use granted unto it by this Agreement in whole or in part. Any

assignment, sale, disposition, or transfer of this Agreement or any interest therein by Licensee shall result in the automatic termination of this Agreement without notice by the SEOPW CRA.

22. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention.

23. CONFLICT OF INTEREST. Licensee is aware of the conflict-of-interest laws of the City of Miami (Miami City Code Chapter 2, Article V), Miami-Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto. Licensee covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect, with the SEOPW CRA. Licensee further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of Licensee, its employees or associated persons, or entities must be disclosed in writing to the SEOPW CRA.

24. WAIVER OF JURY TRIAL. The parties hereby knowingly, irrevocable, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the SEOPW CRA and Licensee entering into the subject transaction.

25. WAIVER. Any waiver by either party or any breach by either party of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement, nor shall any failure on the part of the SEOPW CRA to require or exact full and complete compliance by Licensee with any of the covenants, conditions or provisions of this Agreement be construed as in any manner changing the terms hereof to prevent the SEOPW CRA from enforcing in full the provisions hereto, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement of the SEOPW CRA and Licensee.

26. FURTHER ACTS. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties each agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all

such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

27. THIRD PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

28. HEADINGS. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

29. AUTHORITY. Each of the parties hereto acknowledges it is duly authorized to enter into this Agreement and that the signatories below are duly authorized to execute this Agreement in their respective behalf.

30. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the License, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPW CRA and the Licensee relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. This Agreement is the result of negotiations between the parties and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be construed in favor of or against either of the parties.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized as of the day and year above written.

“LICENSEE”

BDI Construction Company,
a Florida For-Profit Corporation

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: Corporate Secretary Title: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

(NOTARY SEAL)

NOTARY PUBLIC – STATE OF FLORIDA

Print Name:
Commission No.:
Commission Expires:

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT
AGENCY, of the City of Miami, a public
agency and body corporate created pursuant
to Section 163.356, Florida Statutes

ATTEST:

By: _____
Todd B. Hannon
Clerk of the Board

By: _____
James McQueen
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: _____
Vincent T. Brown Esq.
Staff Counsel

By: _____
Ann-Marie Sharpe, Director
Division of Risk Management

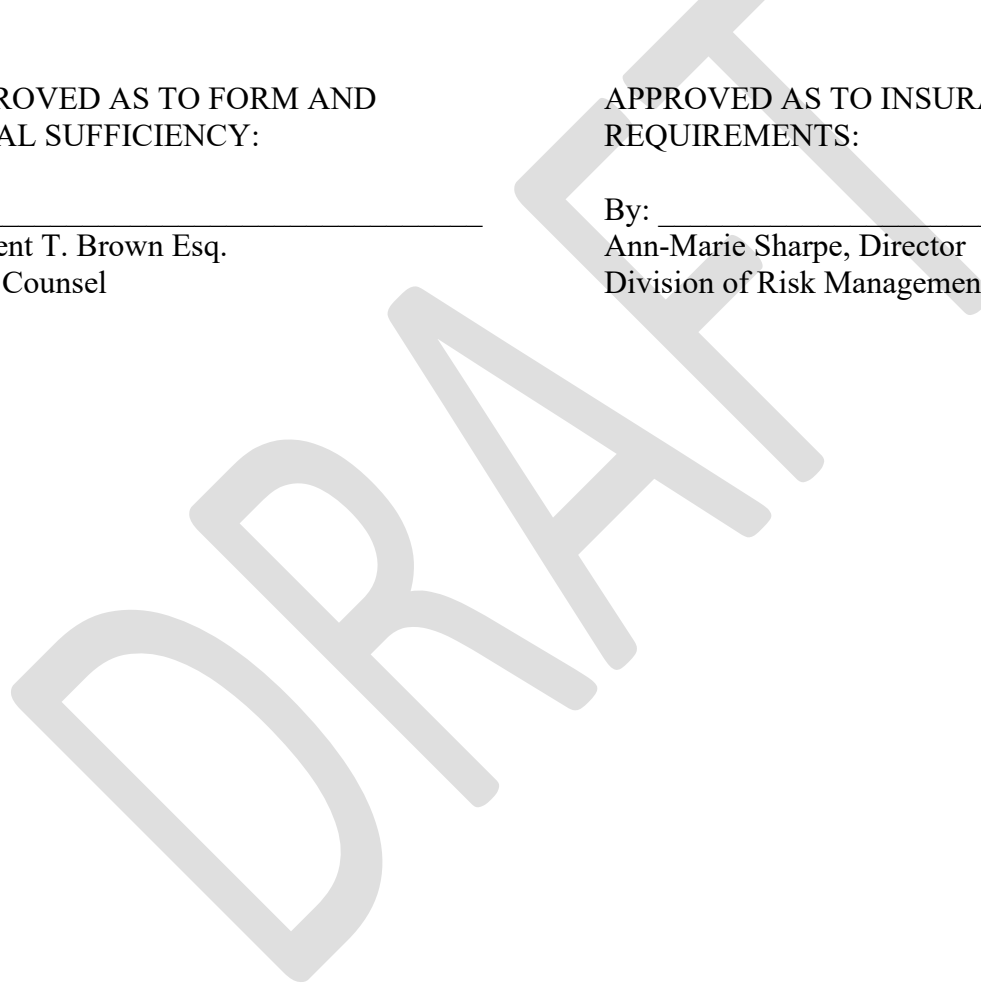


EXHIBIT "A"

CRA LOT

LEGAL DESCRIPTION

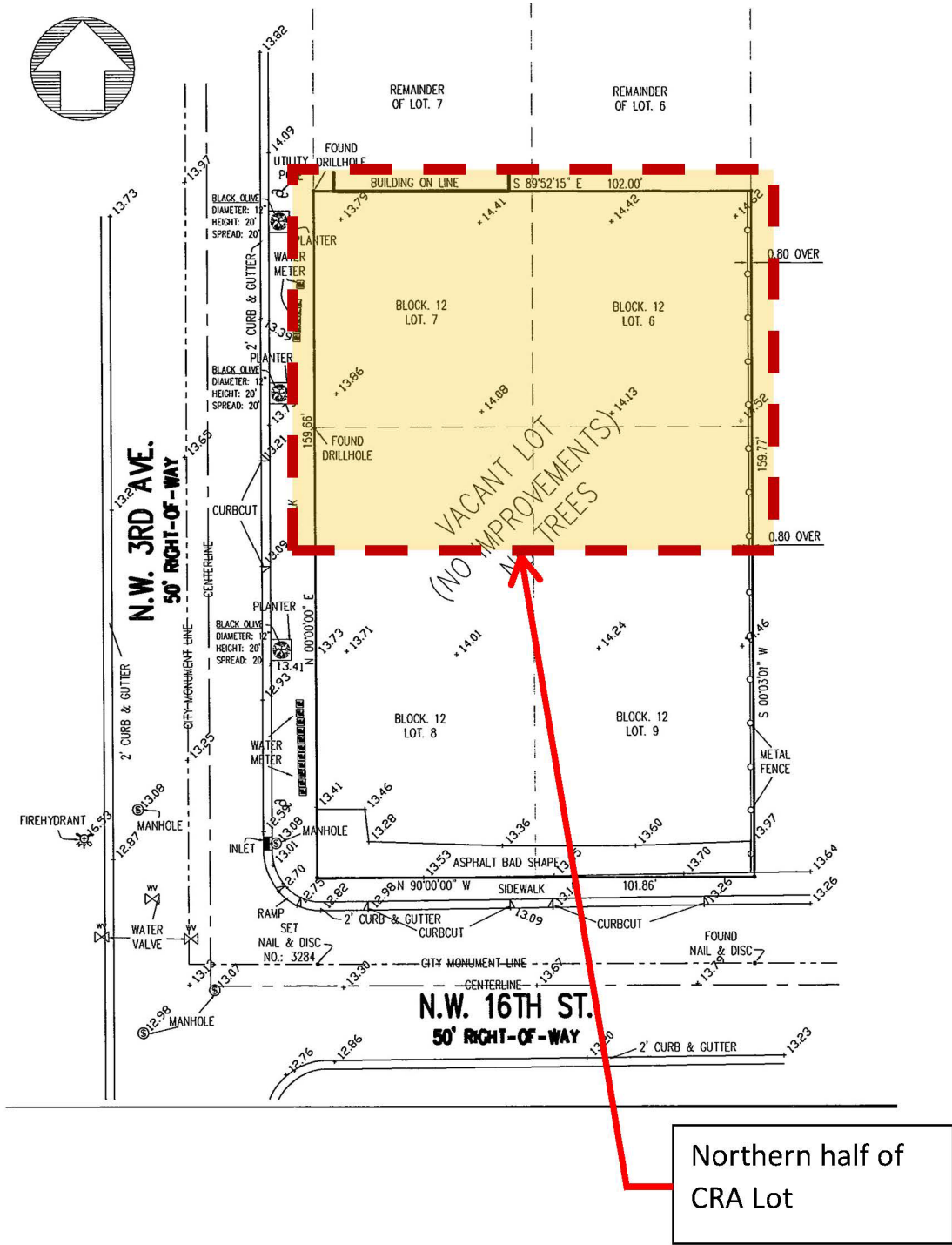
Lots 6, 7, 8 and 9, Block 12, except the North 50 feet of Lots 6 and 7, of AMENDED MAP OF ERICKSON'S ADDITION TO THE CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book B at Page 88, of the Public Records of Miami-Dade County, Florida.

Folio No. 01-3136-021-1700

Address: 1611 N.W. 3rd Avenue, Miami, Florida 33136

DRAFT

EXHIBIT "B" PROPERTY



Northern half of
CRA Lot

Attachment: File # 15220 - Exhibit A (15220 : Revocable License Agreement for 1611 N.W. 3rd Ave., Miami, FL 33136, to BDI Construction

EXHIBIT "C"**INSURANCE REQUIREMENTS****I. Commercial General Liability****A. Limits of Liability**

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Personal and Adv. Injury \$ 1,000,000

Products/Completed Operations \$ 1,000,000

B. Endorsements Required

City of Miami & SEOPW CRA listed as additional insured

Contingent & Contractual Liability

Premises and Operations Liability

Primary Insurance Clause Endorsement

City of Miami

Building Department

444 S.W. 2nd Avenue

Miami, FL 33130-0000

Southeast Overtown Park West Community Redevelopment Agency

819 N.W. 2nd Avenue, 3rd Floor

Miami, FL 33136-0000

II. Business Automobile Liability**A. Limits of Liability**

Bodily Injury and Property Damage Liability

Combined Single Limit

Owned/Scheduled Autos

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami & SEOPW CRA listed as an additional insured

III. Worker's Compensation

Limits of Liability

Statutory-State of Florida

Waiver of Subrogation

Employer’s Liability

A. Limits of Liability

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

IV. Professional Liability/Errors and Omissions Coverage

Combined Single Limit	
Each Claim	\$1,000,000
General Aggregate Limit	\$1,000,000
Retro Date Included	

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

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

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: February 15, 2024 File: 15584

Subject: Pedestrian Crosswalk



Enclosures: File # 15584 Exhibit A

From: James McQueen
Executive Director

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), with attachment(s), authorizing the Executive Director to negotiate and execute the Intergovernmental agreement, attached and incorporated herein as Exhibit "A", in a form acceptable to the Counsel between the SEOPW CRA and Miami-Dade County ("County") for the installation and maintenance of rectangular rapid flashing beacons within existing Pedestrian Crosswalks in the County's right-of-way ("Purpose"); further authorizing the allocation of funds in an amount not to exceed One Hundred and Forty-Two Thousand Dollars and Zero Cents (\$142,000.00) ("Funds").

JUSTIFICATION:

WHEREAS, Section 2, Goal 6, of the Plan, lists "improving the quality of life for residents", as a stated redevelopment goal; and

FUNDING:

\$142,000.00 allocated from Other Contractual Services, Account No. 10050.920101.534000

FACT SHEET:

Company names: SEOPW CRA and Miami-Dade County

Fund amount: \$142,000.00

Scope of work or services (Summary): Intergovernmental agreement between the SEOPW CRA and Miami-Dade County for the installation and maintenance of rectangular rapid flashing beacons within existing Pedestrian Crosswalks in the County's right-of-way.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **February 22, 2024**

CRA Section:

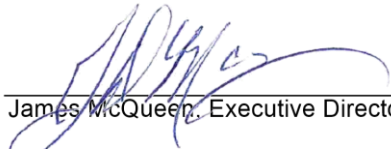
Brief description of CRA Agenda Item:

Authorizing the Executive Director to negotiate and execute the interlocal agreement for the installation and maintenance of rectangular rapid flashing beacons within existing Pedestrian Crosswalks in the County’s right-of-away. Further authorizing the allocation of funds in an amount not to exceed \$142,000.00 in this regard.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.534000.0000.00000</u> Amount: <u>\$ 142,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 2/15/2024

Approval:



Miguel A. Valentin, Finance Officer 2/15/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15584

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE THE INTERGOVERNMENTAL AGREEMENT, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT “A”, IN A FORM ACCEPTABLE TO COUNSEL BETWEEN THE SEOPW CRA AND MIAMI-DADE COUNTY (“COUNTY”) FOR THE INSTALLATION AND MAINTENANCE OF RECTANGULAR RAPID FLASHING BEACONS WITHIN EXISTING PEDESTRIAN CROSSWALKS IN THE COUNTY’S RIGHT-OF-WAY (“PURPOSE”); FURTHER AUTHORIZING THE ALLOCATION OF FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$142,000.00) (FUNDS) FROM ACCOUNT NUMBER 10050.920101.534000, TITLED OTHER CONTRACTUAL SERVICES FOR SUCH INSTALLATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID PURPOSE, ALL IN FORMS ACCEPTABLE TO COUNSEL; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the SEOPW CRA wishes to enhance the safety of the existing pedestrian crosswalks within its boundaries; and

WHEREAS, the SEOPW CRA wishes to utilize the resources of Miami-Dade County (“County”) to design and install rapid flashing beacons, subject to the terms and conditions of the Intergovernmental Agreement, attached and incorporated herein as Exhibit “A” (“Agreement”); and

WHEREAS, the Board of Commissioners of the SEOPW CRA finds that entering into the Agreement, attached and incorporated herein as Exhibit “A” for the installation and maintenance of rectangular rapid flashing beacons within the existing pedestrian crosswalks of the County’s right-of-way is in the best interest of both parties;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Executive Director is hereby authorized to negotiate and the Agreement, attached and incorporated herein as Exhibit “A”, including any an all documents necessary to, all in forms acceptable to counsel for said Purpose.

Section 3. The Executive Director is hereby authorized to allocated funds in an amount not to exceed One Hundred and Forty-Two Thousand Dollars and Zero Cents (\$142,000.00) (Funds) from account number 10050.920101.534000 titled Other Contractual Services for such installation.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of the same with the City Clerk.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 2/15/2024

Exhibit "A"

INTERGOVERNMENTAL AGREEMENT TO ALLOW THE INSTALLATION AND MAINTENANCE OF RECTANGULAR RAPID FLASHING BEACONS WITHIN EXISTING PEDESTRIAN CROSSWALKS IN COUNTY RIGHT-OF-WAY AND TO PROVIDE FUNDING FOR SUCH INSTALLATION

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO FUND THE RECTANGULAR RAPID FLASHING BEACONS WITHIN EXISTING PEDESTRIAN CROSSWALK ALONG THE NORTH LEG OF THE INTERSECTION OF NW 6 AVENUE AND NW 9 ST ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the SOUTHEAST OVERTOWN / PARK WEST COMMUNITY REDEVELOPMENT AGENCY (the "Agency"), an independent agency and instrumentality of the City of Miami of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

WHEREAS, the Agency wishes to enhance the safety of the existing pedestrian crosswalks within the City's limits; and

WHEREAS, the Agency wishes to utilize the resources of the County to design and install rectangular rapid flashing beacons (RRFB), subject to the terms and conditions of this Agreement; and

WHEREAS, both parties herein wish to facilitate the implementation of RRFB within existing pedestrian crosswalks along the north leg of the intersection of NW 2 Avenue and NW 9 Street, hereinafter referred to as the "Project" described as follows:

The Project scope consists of the installation of RRFB within existing pedestrian crosswalks along the north leg of the intersection of NW 2 Avenue and NW 9 Street within the Agency's limits.

WHEREAS, upon completion of the RRFB by the County, and in accordance with Section 20, the Agency shall, at its sole cost and expense, maintain, repair, and replace, as necessary, the RRFB as part of the Project; and

WHEREAS, the Agency, by Resolution attached hereto as Exhibit "A" and by reference made a part hereof, authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, THE AGENCY AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. The recitals set forth above are incorporated herein by reference.

Section 2. Installation. RRFB may be installed on municipal and County roads per Manual of Uniform Traffic Control Devices ("MUTCD") for Streets and Highways and its accompanying guidelines.

Section 3. Standards. All RRFB submitted for review and approval shall be in accordance with this Agreement and conform to the applicable requirements established by the following publications:

- a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;
- b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions;
- c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration;
- d. Miami-Dade County Public Works Manual (available from the Transportation and Public Works Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128);
- e. Florida Highway Guide Sign Program Chapter 14-51; and
- f. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).

Section 4. Funding and Payment Responsibility. The Agency assumes sole and complete responsibility for the funding and payment of RRFB that are installed by the County at the Project location and within Agency boundaries. If the Agency fails to provide funding, it shall be responsible for any and all costs incurred by the County to install them, replace them, or remove them. The Agency agrees to provide the County funding for the Project in the total amount of one hundred and forty two thousand dollars (\$142,000.00), on a lump sum basis, subject to availability of funds. The Agency agrees that it will, no later than thirty (30) calendar days from full execution of this agreement, disburse to the County, funding for the Project.

Section 5. Permits and Approvals. The Agency shall obtain any applicable permits, including but not limited to right-of-way permits exclusively from Miami-Dade County prior to commencement of the Project. For the avoidance of doubt, the County is not waiving any of its sovereign rights over the jurisdiction of its County owned public right-of-way.

Section 6. Accounting. The County agrees to permit the Agency auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. Both parties agree that in the event final accounting of the total construction costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the County to the Agency, based on the total reconciled cost. If the final accounting is not performed within one hundred eighty (180) calendar days, the County is not relieved from its obligation to pay.

Section 7. Design. The County agrees to obtain the Agency's written approval of all final designs and costs estimates for the Project. Should the County undertake any change of design specifications, materials, or similar characteristic of the separation devices selected for the Project, the County must obtain Agency's written approval prior to such changes.

Section 8. Installation Schedule. The County agrees to create and coordinate with the Agency an installation schedule for the Project. The County agrees to appoint a representative who shall be responsible for coordinating details related to the installation of the Project.

Section 9. Claims and Change Orders. The County must notify the Agency in writing should claims or change orders arise. The County may exercise discretionary approval of change orders or supplemental agreements if these do not substantially alter the designs approved by the Agency or translate into additional funding requests to the Agency. If additional funding is required, the County shall submit a written request to the Agency at least 14 days in advance and an administrative contract amendment will be executed among the parties.

Section 10. Project Ownership, Administration and Inspection. The County shall exercise all responsibilities of the owner of the Project, including Project administration and inspections. The County may delegate this function to an authorized agent or Construction Engineering Inspection (CEI) consultant.

Section 11. Maintenance Responsibility. The Agency assumes sole and complete responsibility for the maintenance including, but not limited to inspection, maintenance of aesthetics, replacement, and disposal, of all RRFB that are installed by the County at the Project location within Agency boundaries. If the Agency fails to maintain the RRFB, it shall be responsible for any and all costs incurred by the County to replace them, maintain them, or remove them.

Section 12. Liability and Indemnification. The Agency assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of the RRFB, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the County harmless from any and all claims including but not limited to negligence arising out of or relating to the operation or maintenance of RRFB.

Section 13. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the Agency or the County's immunity, or sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 14. Public Records. The Agency shall be responsible for keeping records of all repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents

associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 15. Failure to Comply with Agreement. Upon written notification by the County, the Agency shall immediately remove RRFB that are not in compliance with the terms of this Agreement at the Agency's sole cost and expense. Failure to carry out any of the duties and responsibilities assumed herein by the Agency may result in termination of the Agreement, at the sole discretion of the County upon five (5) days' notice.

Section 16. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 17. Ambiguities. The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 18. Entirety. This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third-party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

Section 19. Amendments. This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all Parties hereto.

Section 20. Effective Date. This Agreement shall become effective on the date first written above after such Agreement is fully executed by all Parties hereto.

Section 21. Termination. Either the Agency or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days' written notice; provided, however, that at the option of the County, the Agency shall continue to maintain, repair, and be responsible for RRFB installed by the County while this Agreement was in effect. Prior to the termination of this Agreement, however, the Agency may elect to remove any one or all RRFB installed by the County, provided the Agency shall restore the roadway and area in which the RRFB were located to the condition that existed before the County's installation.

Section 22. Execution. This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

Section 23. Notice. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

a. **For the County:**

Miami-Dade County Department of Transportation and Public Works
Attn: Eulois Cleckley, DTPW Director and CEO
701 NW 1st Court - Suite 1700
Miami, FL 33136

With a Copy to:

Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, FL 33128

b. **For the Agency:**

Southeast Overtown / Park West Community Redevelopment Agency
c/o Executive Director
819 NW 2nd Avenue, Third Floor
Miami, FL, 33136
305-379-6800

With a Copy to:

City of Miami
City Attorney, Office of the City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130

IN WITNESS WHEREOF, the Agency and the County have set their hands the day and year above written.

ATTEST:

MIAMI-DADE COUNTY

Juan Fernandez-Barquin,
Clerk of the Court, and Comptroller

By: _____
Deputy Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

Attachment: File # 15584 Exhibit A (15584 : Pedestrian Crosswalk)

SEOPW Board of Commissioners Meeting
February 22, 2024

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: February 15, 2024 File: 15585



Subject: 4/5ths Bid Waiver to deallocate funds from EYEURBANTV.com LLC., in Fiscal Year 2023-2024.

From: James McQueen
Executive Director

Enclosures: File # 15585 - Backup

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s) by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the Executive Director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the de-allocation of unused funds in an amount not to exceed Ninety-Six Thousand Dollars and Zero Cents (\$96,000.00) (“Funds”), from EyeUrbanTV.com LLC, a Florida Limited Liability Company (“EyeUrbanTV”). EyeUrbanTV was awarded grant funds pursuant to resolution no. CRA-R-23-0039, adopted on July 27, 2023, as more specifically set forth in Exhibit “A”.

JUSTIFICATION:

Section 2, Goal 5, of the 2018 Southeast Overtown/Park West Community Redevelopment Agency Plan Update (“Plan”) lists the “[p]romotion and marketing of the community” as a stated redevelopment goal.

Section 2, Principle 6, of the Plan lists the promotion of “local cultural events, institutions, and businesses” as a stated redevelopment principle.

Section 2, Principle 14, of the Plan also lists “restor[ing] a sense of community and unify[ing] the area culturally” as a stated redevelopment principle.

FUNDING:

\$96,000.00 de-allocated from account – SEOPW 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: EyeUrbanTV.com LLC.

Address: 1121 N.W. 3rd Avenue Miami, FL 33136

Funding deallocation request: \$96,000.00

Age range of participants: All ages.

Scope of work or services (Summary): Provide internships to explore specialized tools, teaching broadcast etiquette, and develop hands-on real-world skills.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **February 22, 2024**

CRA Section:

Brief description of CRA Agenda Item:

Authorizing the deallocation of funds in the amount of \$96,000.00 to EyeUrban TV.com LLC.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code:	Amount:	
NO (Complete the following source of funds information):		
Amount budgeted in the line item:	\$	
Balance in the line item:	\$	
Amount needed in the line item:	\$	
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



James McQueen, Executive Director 2/15/2024

Approval:



Miguel A. Valentin, Finance Officer 2/15/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15585

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”) DEALLOCATING FUNDS IN AN AMOUNT NOT TO EXCEED NINETY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$96,000.00) (“FUNDS”), FROM EYEURBANTV.COM, LLC (“GRANTEE”) AUTHORIZED PURSUANT TO SEOPW CRA RESOLUTION NO. CRA-R-23-0039, ADOPTED ON JULY 27, 2023; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTIONS REQUIRED TO EFFECTUATE THE DEALLOCATION; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 27, 2023, the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“Board”) adopted Resolution No. CRA-R-23-0039 which authorized the allocation of funds in an amount not to exceed One Million Two Hundred Eighteen Thousand Six Hundred Twelve Dollars and Seventy-Three Cents (\$1,218,612.73) to various community organizations; and

WHEREAS, included among the allocations contained in Resolution No. CRA-R-23-0039 an amount not to exceed Ninety-Six Thousand Dollars and Zero Cents (\$96,000.00) (“Funds”) to EyeUrbanTV.com, LLC (the “Grantee”); and

WHEREAS, the Grantee ceased operation on or about January 3rd, 2024; and

WHEREAS, due to the aforementioned, the intent of the allocation can no longer be accomplished; and

WHEREAS, the Board wishes to deallocate the Funds so they can be used to further the goals of the Southeast Overtown/Park West Community Redevelopment Agency;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

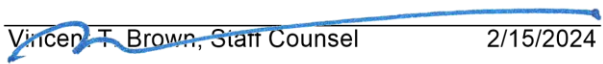
Section 2. The Funds previously allocated to the Grantee pursuant to Resolution No. CRA-R-23-0039 on July 27, 2023 are hereby deallocated.

Section 3. The Executive Director is authorized to take all necessary actions to effectuate the deallocation.

Section 4. Sections of this Resolution may be renumbered or re-lettered and correction of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of a public hearing, by filing a corrected copy of the same with the City of Miami Clerk.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel

2/15/2024



Southeast Overtown/Park West Community Redevelopment Agency

Legislation

CRA Resolution: CRA-R-23-0039

File Number: 14367

Final Action Date: 7/27/2023

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85(A) OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA, WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION FROM THE GRANTS AND AIDS” ACCOUNT NO. 10050.920101.883000.0000.00000, SUBJECT TO THE AVAILABILITY OF FUNDING, IN AN AGGREGATE AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED EIGHTEEN THOUSAND SIX HUNDRED TWELVE DOLLARS AND SEVENTY THREE CENTS (\$1,218,612.73) TO ASSIST THE ORGANIZATIONS SET FORTH IN EXHIBIT “A”, ATTACHED IN INCORPORATED HEREIN, WITH VARIOUS WORK TRAINING PROGRAM INITIATIVES IN FISCAL YEAR 2023-2024 (“PURPOSE”) WITHIN THE SEOPW CRA AREA; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AGREEMENTS, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; PROVIDING FOR THE INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, Section 2, Goal 4 of the Plan, provides for the creation of jobs within the community and cultural ventures that will provide life sustaining jobs to residents, as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 6 of the Plan, lists “improving the quality of life for residents”, as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 4 of the Plan, states, “there must be variety in employment opportunities” as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 6 of the Plan, states, “For the SEOPW CRA to achieve its full potential, it is necessary to address and improve the neighborhood economy and expand economic opportunities...this entails both the support and enhancement of existing businesses and local entrepreneurs.”; and

WHEREAS, The organizations, (Encouraging Dreamers Breaking Barriers, LLC., EyeUrbanTV.com, LLC., Hospitality Employees Advancement and Training, Inc., Suited for Success, Inc., Transition, Inc., and the Community Work Training Program, Inc.) (collectively, the “Organizations”) more particularly defined in Exhibit “A” attached and incorporated herein provide work training programs which, include various workforce and job training initiative to residents within the redevelopment area (“Purpose”); and

WHEREAS, the Organizations listed in Exhibit “A,” attached and incorporated herein have completed applications and requested funding to assist with the work training programs, as described in their respective proposals as set forth in Exhibit “B,” attached and incorporated herein; and

WHEREAS, the Organizations’ missions continue to align with the Purpose stated herein; and

WHEREAS, the Board of Commissioners wishes to authorize funding in the aggregate amount not to exceed One Million Two Hundred Eighteen Thousand Six Hundred Twelve Dollars and Seventy Three Cents (\$1,218,612.73) (“Funds”) to the Organizations listed and in the respective amounts as set forth in Exhibit “A”; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85(A) of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, and to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, the Funds to the Organizations set forth in Exhibit “A,” subject to the availability of funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director’s recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 (A) of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is ratified, approved, and confirmed.

Section 3. The Executive Director is hereby authorized to disperse the Funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the Grants and Aids” Account No. 10050.920101.883000.0000.00000, subject to the availability of funds to the Organizations set forth in Exhibit “A.”

Section 4. The Executive Director is authorized to negotiate and execute an agreement, including any and all necessary documents and all-in forms acceptable to the General Counsel, for said Purpose to the Organizations set forth in Exhibit “A”.

Section 5. Sections of this Resolution may be renumbered or re-lettered and correction of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director’s designee, without need of a public hearing, by filing a corrected copy of the same with the SEOPW CRA Board Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

~~Vincen T Brown, Staff Counsel~~

~~8/4/2023~~

~~Vincen T Brown, Staff Counsel~~

~~7/20/2023~~

Attachment: File # 15585 - Backup (15585 : 4/5ths Bid Waiver to deallocate funds from EYEURBANTV.com LLC., in Fiscal Year 2023-2024.)

SEOPW Board of Commissioners Meeting
February 22, 2024

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM

To: Board Chair Christine King and Members of the CRA Board Date: February 15, 2024 File: 15586



Subject: Grant to the City of Miami for a football field replacement at Theodore Gibson Park

From: James McQueen
Executive Director

Enclosures: File # 15586 - Backup

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), to allocate funds to the City of Miami ("City"), for the replacement of the football field at Theodore Gibson Park located at 350 N.W. 12th Street, Miami, FL 333136 ("Purpose"), in an amount not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) ("Funds").

JUSTIFICATION:

Section 2, Goal 6 of the Plan lists the "improv[ing] the quality of life for residents" as a stated redevelopment goal.

Section 2, Principle 7 of the Plan lists "access to green space and parks" as a guiding principle.

FUNDING:

\$1,000,000.00 allocated from Account 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: City of Miami

Address: 350 N.W. 12th Street, Miami, FL 33136

Funding request: \$1,000,000.00

Scope of work or services (Summary): Removal and replacement of existing artificial turf football field and purchase of specialized mechanical equipment for maintenance of new field. Also includes funding for a cover to the field to help protect when not in use.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **February 22, 2024**

CRA Section:

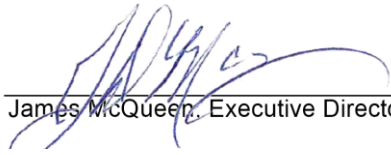
Brief description of CRA Agenda Item:

Authorizing funding to the City of Miami for Theodore Gibson Park, in an amount not to exceed \$1,000,000.00 for the replacement of the artificial turf surface of the football field.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$1,000,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:	\$	
Balance in the line item:	\$	
Amount needed in the line item:	\$	
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 2/15/2024

Approval:



Miguel A. Valentin, Finance Officer 2/15/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15586

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO ALLOCATE FUNDS TO THE CITY OF MIAMI (“CITY”), FOR THE REPLACEMENT OF THE FOOTBALL FIELD AT THEODORE GIBSON PARK LOCATED AT 350 N.W. 12TH STREET, MIAMI, FL 33136 (“PURPOSE”), SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) (“FUNDS”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, Section 2, Goal 6 of the Plan lists the “improv[ing] the quality of life for residents” as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 7 of the Plan lists “access to green space and parks” as a guiding principle; and

WHEREAS, the City of Miami (“City”) owns the Theodore Gibson Park, located at 350 N.W. 12th Street, Miami, Florida 33136 which is in need of a replacement of the artificial turf surface of the football field; and

WHEREAS, the SEOPW CRA seeks to support the installation of a new artificial turf football field and related specialized mechanical equipment to maintain the new field (“Purpose”); and

WHEREAS, the Board of Commissioners wishes to authorize funding to the City in an amount not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) (“Funds”) for the Purpose stated herein; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, the Board of Commissioners wishes to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to Counsel, with the City for the allocation of Funds for the Purpose stated herein, subject to the availability of funds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Executive Director is hereby authorized to allocate funds to the City from the Grants and Aids" Account No. 10050.920101.883000.0000.00000 for the Purpose to the Property, subject to the availability of funds.

Section 3. The Executive Director is hereby authorized to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to Counsel, for said Purpose.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


 Vincen T. Brown, Staff Counsel 2/15/2024

City of Miami



ARTHUR NORIEGA, V
City Manager

November 30, 2023

Mr. James McQueen
Executive Director
Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, FL 33136

RE: Capital Contribution Request to SEOPW CRA for Theodore Gibson Park Improvements

Dear Mr. McQueen:

The City of Miami Parks and Recreation Department is requesting to partner with the SEOPW CRA for park improvements at Theodore Gibson Park located at 401 NW 12 Street in Miami, FL. The project will offer the opportunity to improve the amenities at Theodore Gibson Park by performing a full replacement of the existing synthetic turf football and baseball fields, as well as purchasing equipment necessary to properly maintain the new synthetic turf fields and tarp covering to protect the fields during large community events.

The total estimated cost for these improvements at Theodore Gibson Park is One Million dollars (\$1,000,000), to include the following individual amounts:

Improvement Type	Estimated Cost
Athletic Turf Replacement	\$770,000.00
Field Tarp Covering	\$150,000.00
Maintenance Equipment	\$20,000.00
Contingency	\$60,000.00
Total	\$1,000,000.00

Please see attached backup documentation for cost estimates/proposals received to date. The capital project number (40-B#) for this project will be created and vendors will be selected through proper Procurement methods upon confirmation of funds allocation by the SEOPW CRA.

Should you have any questions, please contact Latoya Osborne, Parks Capital Program Administrator, at 305-416-1325 or LTosborne@miamigov.com.

Sincerely,

Chris Evans
Parks and Recreation Department Director

cc: Natasha Colebrook-Williams, Assistant City Manager
Jorge L. Mora, Assistant Director of Construction, Parks and Recreation
LaCleveia Morley-Snipes, Assistant Director of Administration, Parks and Recreation

Attachment: File # 15586 - Backup (15586 : Grant to the City of Miami for a football field replacement at Theodore Gibson Park)

**City of Miami Parks and Recreation Department
Funding Request Breakdown
Theodore Gibson Park Field Turf Replacement Project**

THEODORE GIBSON PARK - SEOPW CRA FUNDING REQUEST				
Line Item	Improvement Requested	Improvement Detail	Notes	Estimated Costs
1	Artificial Turf Replacement	To replace the existing damaged and outdated football and baseball artificial turf fields with new and improved artificial turf.	Proposal received from Field Turf dated 11/8/23 for field turf replacement (\$705,000), including CoolPlay technology to control temperatures of the field for safe play (\$56,000). The requested amount has been rounded up to the nearest \$10,000.	\$ 770,000.00
2	Field Tarp Covering	To purchase field tarp/hard covering to allow for events and activities to take place without damaging the field.	Included in proposal from Field Turf dated 11/8/23 at \$148,000. The requested amount has been rounded up to the nearest \$10,000.	\$ 150,000.00
3	Additional Maintenance Equipment (Utility Vehicle)	To purchase maintenance equipment to promote proper maintenance of the new artificial turf fields and prolong the life of the new surface.	Proposal received from Wesco Turf dated 10/23/23 for Toro Workman utility vehicle (\$15,551.52), used to drag sweeper equipment across the field to allow for proper and regular maintenance. Additional \$1,500 included in proposal from Field Turf dated 11/8/23 for Power Broom (which will be dragged by the utility truck listed above). The requested amount has been rounded up to the nearest \$10,000.	\$ 20,000.00
4	Contingency	To allow for any additional agreed upon improvements to the park location, to address any unforeseen conditions, and/or to purchase any additional equipment that may be identified as a need during the field renovation process.	N/A	\$ 60,000.00
TOTAL ESTIMATED COST				\$ 1,000,000.00

Attachment: File # 15586 - Backup (15586 : Grant to the City of Miami for a football field replacement at

Gibson Park Stadium Field

November 8, 2023

FieldTurf is pleased to offer to supply and install the following BUDGET:

Stadium Field:

FIELD NAME	Gibson Park Stadium Field
TURF SYSTEM – 3 Layer	FieldTurf Classic HD-57mm
SQUARE FOOTAGE	111,116 SF (includes new turf for all base locations; home plate and mound to remain natural clay)
FIELD MARKINGS	Sports Markings per current field and add soccer lines
TOTAL PRICE*	\$705,000

ALTERNATES:

1. DEDUCT FOR XT-57mm (2-layer system): DEDUCT \$100,000
2. ADD CoolPlay to the Classic HD-57mm system: ADD \$56,000
3. ADD for Shendowah/Power Broom for field maintenance: ADD \$1,500
4. ADD FOR Field tarp/hard covering: ADD: \$148,000; CoverMaster MasterShield Vinyl Concert Cover; NOTE covering ~ 85,470 sf which is the FOOTBALL FIELD AND BORDER AREAS; DOES NOT COVER THE BASEBALL FIELD.
5. ADD FOR PERIMETER FENCING - TBD

* Total Base Price includes approx. \$20,000 in taxes that may be removed when current tax-exempt certificate is provided.

**THIS IS A BUDGET UNTIL THE PROCUREMENT METHOD AND TIME-FRAME IS CONFIRMED

***OTHER PRODUCT UPGRADES (ORGANIC INFILL, FIELDGENIUS, OR A 10-YEAR INSURED WARRANTY-PRODUCTS) CAN BE PRICED SEPARATELY

PRICE INCLUDES:

- a) Mobilization and layout of our work
- b) Removal and disposal of existing turf and infill
- c) Box drag the existing base for planarity only
- d) Supply & Installation of the artificial in-filled grass surface
- e) An Eight (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface.
- f) All applicable taxes (may be removed when current TEC is provided)
- g) Maintenance Equipment: (1) FieldSweep
- h) Lined to match existing field layout with change of center of field logo and added soccer lines
- i) Field protection system as described above

PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the planarity, stability, porosity, nor the approval of the base upon which the FieldTurf surface will be installed.
- b) The drainage system, nor any construction or modification of existing installations around the fields with the exception of item c above.
- c) Site security during the work days and duration of our work; 4-5 weeks
- d) Turf on the batter's box circle and pitcher's mound.
- e) Any costs associated with necessary changes relating to delineation of the field.
- f) The supply or installation of the field edging and perimeter nailer board.
- g) Any and all testing including but not limited to GMAX, FIFA, etc.
- h) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.
- i) Site restoration, sodding, landscaping or grow-in, repair or resurfacing existing asphalt
- j) Permit fees and inspection fees though none are expected
- k) Maintenance Equipment to tow FieldTurf maintenance equipment.
- l) All prevailing wages, union labor and other labor law levies.
- m) Performance and Payment Bond fees.
- n) Anything not explicitly noted in the inclusions.

- **Price is based on current square footage shown above in this proposal. Any changes in square footage, sports markings, or added logos could be subject to price change.**
- **The price is valid for a period of 30 days.** The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies, or any new legally binding imposition affecting the transaction. The parties recognize that the impacts of the COVID-19 pandemic are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment, or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise.

Turf Delivery Date to be a minimum of 30 days after receiving a fully executed contract and final approvals on shop drawings. Thank you for your understanding.

Please feel free to reach out to me with any questions.

Chris Wedge
Regional Sales Manager
(352) 242 7520
Chris.Wedge@FieldTurf.com

Attachment: File # 15586 - Backup (15586 : Grant to the City of Miami for a football field replacement at Theodore Gibson Park)

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25-foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



Attachment: File # 15586 - Backup - Grant to the City of Miami for a football field replacement at Theodore Gibson Park

Ian Stringer
Grounds Manager
City of Miami
1950 Northwest 12th Avenue
Miami, FL 33136

Dear Ian Stringer,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation for your review.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

Chris Fordney

Commercial Sports Fields & Grounds Territory Manager
(941) 650-1257, chris.fordney@wescoturf.com



2101 Cantu Court, Sarasota FL 34232
 300 Technology Park, Lake Mary FL 32746
 7037-37 Commonwealth Avenue, Jacksonville FL 32220

Q-18968

Date: October 23, 2023
 Expires: November 19, 2023

Prepared For:

Bill To: TBD

Ship To: TBD

Ian Stringer
 Grounds Manager
 City of Miami
 1950 Northwest 12th Avenue
 Miami, FL 33136

Sourcewell Cooperative Contract Number: Toro 031121-TTC. Ventrac 031121TTC-2. Effective 4/31/2021 - 4/30/2025

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Pri
1	1	07235	Toro Workman MDX	\$16,582.00	\$12,933.96	\$12,933.96
	1	07324	Canopy WM MD/MDX	\$882.00	\$687.96	\$687.96
	1	07326	Folding Windshield for WM MD/MDX	\$403.00	\$314.34	\$314.34
	1	07389	Electric Cargo Bed Lift Kit	\$1,049.00	\$818.22	\$818.22
	1	07278	Receiver Hitch	\$255.00	\$198.90	\$198.90
	1	TDELIVERY	Toro Delivery Fee		\$299.07	\$299.07
	1	TSETUP	Toro Setup Fee		\$299.07	\$299.07
			Total			\$15,551.11

Terms:	Ne
Equipment Total	\$15,551.11
Sales Tax	\$0.00
Totals:	\$15,551.11

Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to chris.fordney@wescoturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: _____

Name: _____

Date: _____

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,
Chris Fordney

Commercial Sports Fields & Grounds Territory Manager
 (941) 650-1257, chris.fordney@wescoturf.com

Attachment: File # 15586 - Backup (15586 : Grant to the City of Miami for a football field replacement at Theodore Gibson Park)

SEOPW Board of Commissioners Meeting
February 22, 2024

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: February 15, 2024 File: 15587

Subject: Harlem Square, LLC, waive responsible living wage rates



From: James McQueen
Executive Director

Enclosures: File # 15587 Exhibit A
File # 15587 Exhibit B
File # 15587 Exhibit C

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), with attachment(s) authorizing the Executive Director to negotiate and execute an amendment to the grant agreement between the SEOPW CRA and Harlem Square, LLC authorized pursuant to the SEOPW CRA resolution CRA-R-18-0014, attached and incorporated herein as Exhibit "A", in a form acceptable to Counsel, to Harlem Square, LLC. Further waiving the requirements for compliance with SEOPW CRA resolution CRA-R-16-0015, attached and incorporated herein, as Exhibit "C" which require certain agreements to pay responsible living wage rates and benefits consistent with section 2-11.16 of the code of Miami-Dade County, as set forth in the 2018 amended grant agreement between the SEOPW CRA and Harlem Square, LLC, attached and incorporated herein as Exhibit "B".

JUSTIFICATION:

The subject Property is currently vacant and will not be developed within the time frame of the lease. Revenues generated from the lease of the Property will be used toward SEOPW CRA redevelopment efforts.

FUNDING:

None.

FACT SHEET:

Company name: Harlem Square, LLC

Address: 173 N.W. 11th Street, Miami, Florida, 33136

Scope of work or services (Summary): Due to COVID-19 Pandemic, the cost of constructing project makes it prohibitive to comply with Section 2-11.16 of the Miami-Dade County Code, which require certain agreements to pay responsible living wage rates and benefits consistent with section as required

pursuant to resolution CRA-R-16-015. As such Harlem Square, LLC, has requested that said requirements and the terms included in 2018 Grant Agreement for the Project be waived.

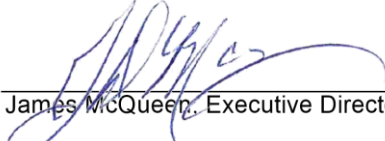
**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **February 22, 2024**

CRA Section:

Approved by:



James McQueen, Executive Director 2/15/2024

Approval:



Miguel A Valentin, Finance Officer 2/15/2024



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15587

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S) AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE SEOPW CRA AND HARLEM SQUARE, LLC AUTHORIZED PURSUANT TO SEOPW CRA RESOLUTION CRA-R-18-0014, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT “A,” IN A FORM ACCEPTABLE TO COUNSEL, TO HARLEM SQUARE, LLC; FURTHER WAIVING THE REQUIREMENTS FOR COMPLIANCE WITH SEOPW CRA RESOLUTION CRA-R-16-0015, ATTACHED AND INCORPORATED HEREIN, AS EXHIBIT “C” WHICH REQUIRE CERTAIN AGREEMENTS TO PAY RESPONSIBLE LIVING WAGE RATES AND BENEFITS CONSISTENT WITH SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY, AS SET FORTH IN THE 2018 AMENDED GRANT AGREEMENT BETWEEN THE SEOPW CRA AND HARLEM SQUARE, LLC, ATTACHED AND INCORPORATED HEREIN AS EXHIBIT “B”; PROVIDING FOR THE INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 23, 2016, the Board of Commissioners (“Board”) of the Southeast Overtown Park West Community Redevelopment Agency (“SEOPW CRA”) adopted Resolution CRA-R-16-0015, attached and incorporated herein as Exhibit “C” requiring all SEOPW CRA tax increment funding agreements and grant agreements over Two Million Dollars to be consistent with the provisions of Section 2-11.16 of the Miami-Dade County Code regarding responsible wages and benefits; and

WHEREAS, on March 29, 2018, the Board adopted resolution CRA-R-18-0014, attached and incorporated herein as Exhibit “A” authorizing the Executive Director to allocate additional funding to assist with the construction of Harlem Square located at 173 N.W. 11th Street, Miami Florida 33136 (“Project”); and

WHEREAS, resolution CRA-R-18-0014, attached and incorporated as Exhibit “A” also authorized the Executive Director to execute all documents necessary to effectuate the grant funds for the Project, this included amending the initial grant agreement for the Project which required compliance of resolution CRA-R-16-0015, attached and incorporated herein as Exhibit “C”; and

WHEREAS, due to COVID-19 Pandemic, the cost of constructing project makes it prohibitive to comply with Section 2-11.16 of the Miami-Dade County Code, as required pursuant to resolution CRA-R-16-015, attached and incorporated herein as Exhibit “C”; and

WHEREAS, as such Harlem Square, LLC, has requested that said requirements of resolution CRA-R-16-0015, attached and incorporated herein as Exhibit “C” and the terms included in 2018 Grant Agreement, attached and incorporated herein as Exhibit “B” for the Project be waived; and

WHEREAS, the Board finds that it is in the best interest of the SEOPW CRA and Harlem Square, LLC. to waive the requirement of compliance with the resolution CRA-R-16-0015, attached and incorporated herein as Exhibit "C" and the terms of the amended grant agreement authorized pursuant to resolution CRA-R-18-0014, attached and incorporated herein as Exhibit "B"; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

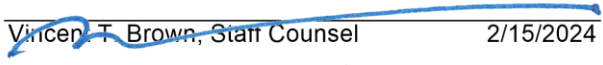
Section 2. The requirements for compliance with SEOPW CRA Resolution CRA-R-16-0015, attached and incorporated as Exhibit "C" and the terms as set forth in the 2018 amended grant agreement between the SEOPW CRA and Harlem Square, LLC, attached and incorporated herein as Exhibit "B" are hereby waived.

Section 3. The Executive Director is authorized to negotiate and execute an amendment to the grant agreement between the SEOPW CRA and Harlem Square, LLC, in a form acceptable to Counsel for the purpose stated herein.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincen T. Brown, Staff Counsel

2/15/2024

Exhibit "A"

Southeast Overtown/Park West Community Redevelopment Agency



Legislation

CRA Resolution CRA-R-18-0014

File Number: 3892

Final Action Date: 3/29/2018

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") AUTHORIZING FUNDING IN THE AMOUNT OF \$975,000.00, TO UNDERWRITE COSTS ASSOCIATED WITH CONSTRUCTION COSTS ENHANCING THE ORIGINAL MODEL FOR THE CONSTRUCTION OF "HARLEM SQUARE" A FULL SERVICE SUPPER CLUB/LOUNGE LOCATED AT 173 N.W. 11TH STREET, MIAMI, FLORIDA 33136, AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.0000

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Florida Statute Section 163.335(1) states "...that the prevention and elimination of slums and blight is a matter of state policy and state concern...", and;

WHEREAS, Florida Statute Section 163.340(8) defines "blighted area" as "an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress...", and;

WHEREAS, Section 2, Goals 4 and 6, at page 11, of the Plan lists the "creati[on of] jobs within the community," and "improving the quality of life for residents" as a stated redevelopment goals; and

WHEREAS, Section 2, Principle 4, at page 14, of the Plan provides that "employment opportunities be made available to existing residents..." as stated redevelopment principle; and

WHEREAS, Section 2, Principle 6, at page 15, of the Plan provides that in order to "address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] ... [it is necessary to] ... attract new businesses that provide needed services and economic opportunities ...;" and

WHEREAS, on December 29, 2014, the Board of Commissioners, by Resolution No. CRA-R-14-0076, authorized the issuance of a grant, in an amount not to exceed \$1,250,000.00, to Harlem Square, LLC., to underwrite costs associated with the construction of "Harlem Square" ("Project"), and;

Attachment: File # 15587 Exhibit A (15587 : Harlem Square, LLC, waive responsible living wage rates)

WHEREAS, Grantee now seeks additional funds from the CRA to complete the Project due to the receipt of the full plans and completion of the drawings, and;

WHEREAS, the Board of Commissioners wish to authorize an additional amount not to exceed \$975,000.00 to Grantee to underwrite costs associated with u construction costs and for the construction of "Harlem Square"; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the above mentioned redevelopment goals and objectives;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes a grant in an amount not to exceed \$975,000.00, Harlem Square, LLC., to underwrite costs associated with the construction of "Harlem Square" ("Project").

Section 3. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. Funds to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



 Cornelius Shiver, Executive Director 3/22/2018

Attachment: File # 15587 Exhibit A (15587 : Harlem Square, LLC, waive responsible living wage rates)

Exhibit "B"

AMENDED GRANT AGREEMENT

This AMENDED GRANT AGREEMENT ("Agreement") is made as of this ^{October} 29 day of ~~August~~, 2018 ("Effective Date") by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("CRA"), and HARLEM SQUARE, LLC, a Florida Limited Liability Company ("Grantee").

RECITALS

A. WHEREAS, the CRA is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Community Redevelopment Plan, as amended and restated (the "Plan"); and

B. WHEREAS, Section 2, Goal 4, at page 11, of the Plan lists the "creati[on of] jobs within the community", as a stated redevelopment goal; and

C. WHEREAS, Section 2, Goal 6, at page 11, of the Plan lists "improving quality of life for residents", as a stated redevelopment goal; and

D. WHEREAS, Section 2, Principle 4, at page 14, of the Plan provides that "employment opportunities be made available to existing residents ..."; and

E. WHEREAS, Section 2, Principle 9, at page 16, of the Plan provides that "...buildings of architectural merit should be adapted to new needs and creatively reused"; and

F. WHEREAS, Section 2, Principle 14, at page 16, of the Plan further provides for "restor[ation] of community and unif[ication of the] area culturally"; and

G. WHEREAS, the existing structure located at 173 N.W. 11th Street, Miami, Florida 33136 ("Property") is in significant need of repair and is a blight in the community; and

H. WHEREAS, in response, Grantee has developed "Harlem Square", a supper club/lounge to be located at the Property ("Project"); and

I. WHEREAS, on December 29, 2014, the Board of Commissioners, by Resolution No. CRA-R-14-0076, attached hereto as **Exhibit "A"**, passed and authorized the issuance of a grant, in an amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), to the Grantee to underwrite costs associated with the Project; and

J. WHEREAS, on March 29, 2018, the Board of Commissioners, by Resolution No. CRA-R-18-0014 attached hereto as **Exhibit "B"**, passed and authorized the issuance of an additional grant, not to exceed Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00), to the Grantee to underwrite costs associated with the Project; and

K. WHEREAS, pursuant to Resolution No. CRA-R-18-0014, the parties wish to enter into this Amended Agreement to set forth the terms and conditions relating to the use of this grant in an amount not to exceed the total of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00); and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficient of which is hereby acknowledged, the CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Amended Agreement are true and correct, and are incorporated herein by referenced and made a part hereof.
2. GRANT. Subject to the terms and conditions set forth herein and Grantee's compliance with all of its obligations hereunder, the CRA hereby agrees to make available to the Grantee the Grant to be used for the purpose and disbursed in the manner hereinafter provided.
3. TERM. The term of this Amended Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of full disbursement of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) or earlier as provided for herein; provided, however, that the following rights of the CRA shall survive the expiration or early termination of this Amended Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.
4. USE OF GRANT. The Grant shall be used to underwrite costs associated with the renovation of the Project, in accordance the Scope of Work and Budget with **Exhibit "C"**, attached hereto and incorporated herein. The CRA is not obligated to expend additional funds beyond the approved grant.
5. DISBURSEMENT OF GRANT.
 - a. GENERALLY. Subject to the terms and conditions contained in this Amended Agreement, the CRA shall make available to Grantee up to Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00). In no event shall payments to Grantee under this Amended Grant agreement exceed Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00). Payments shall be made to Grantee or directly to vendors on behalf of Grantee, only after receipt and approval of requests for disbursements.
 - b. PRE-APPROVAL OF EXPENSES. Grantee agrees to submit to the CRA all requests for the expenditure of Grant funds for pre-approval by the CRA. Failure to submit said requests prior to incurring expenses may result in the Grantee bearing the costs incurred. The CRA shall review said requests to ensure that the expense sought to be incurred by the Grantee is an expense within the scope of work and budget attached hereto as **Exhibit "C"** and the CRA reserves the right to deny any and all requests it deems to be outside of the scope and budget.
 - c. REQUESTS FOR DISBURSEMENT OF GRANT. All requests for the disbursement of grant funds by the Grantee shall be certified by the Grantee's authorized representative. All requests for disbursement of grant funds must be in writing and must be accompanied by supporting documents reflecting the use of grant funds and/or expenditures incurred, and that said request is being made in accordance with the Project's approved scope of work and budget and for expenditures incurred during the Term of this Amended Agreement, as reflected in **Exhibit "C."** For purposes of this Amended Agreement, "supporting documentation" may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. The Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Project shall be in the name of the Grantee, and not in the name of the CRA in light of the Grantee's inability to bind the CRA to any legal and/or monetary obligation whatsoever. The CRA retains the right to request additional supporting documentation, or additional explanation for any and all expenses incurred by the Grantee. Grantee's failure to provide additional supporting documentation or additional explanation regarding expenses incurred shall serve as grounds for

immediate termination of this Amended Agreement, and the Grantee shall bear the costs associated with any expenditures not approved by the CRA prior to the date of termination. Grantee understands and acknowledges that the CRA shall not disburse grant funds for any expense that has not been previously approved by the CRA in accordance with Section 5(b) above, and that such expenses shall be borne solely by the Grantee.

d. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to Grantee as a reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Amended Agreement.

e. NO ADVANCE PAYMENTS. The CRA shall not make advance payments to the Grantee or Grantee's vendors for services not performed or for goods, materials or equipment which have not been delivered to the Grantee for use in connection with the Project.

6. RESTRICTIVE COVENANT. In consideration for the Grant, Grantee agrees to execute and record a restrictive covenant, in substantially the attached form set forth in **Exhibit "D."**

7. JOB CREATION DURING CONSTRUCTION.

a. SUBCONTRACTOR PARTICIPATION. Grantee shall cause its general contractor to hire not less than twenty percent (20%) of the subcontractors for the Project giving first priority to companies certified as SBE-Construction Services firms by Miami-Dade County pursuant to 10-33.02 of the County Code of Ordinances ("SBE"), whose principal place of business is in the Redevelopment Area, as more particularly described in the Plan, second priority to subcontractors whose principal place of business is in the Redevelopment Area, third priority to SBE firms whose principal place of business is located within the boundaries of the Overtown community, fourth priority to subcontractors whose principal place of business is located within the boundaries of the Overtown community, fifth priority to SBE firms whose principal place of business is located within the City of Miami, and sixth to subcontractors whose principal place of business is located within the City of Miami.

b. LABORER PARTICIPATION. Grantee agrees to cause its general contractor and all subcontractors to hire forty percent (40%) of the labor for the construction of the Project from workers residing in the City of Miami giving first priority to workers residing in the Redevelopment Area, which encompasses part of zip code 33136 and second priority to workers residing in the Overtown Community.

8. RESPONSIBLE WAGES AND BENEFITS SCHEDULE. Grantee agrees, pursuant to CRA Resolution CRA-R-16-0015, that all employees working on the project must be paid the hourly rate and benefits listed in *Miami-Dade County Responsible Wages and Benefits Schedule 2018* set forth in **Exhibit "E"**. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Rates paid shall be not less than those contained in the Wage and Benefits Schedule in effect as of January 1st of the year the work is performed. Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill.

a. REPORT REQUIREMENTS. Grantee shall be required to submit to the Executive Director monthly reports detailing evidence of compliance with the subcontractor participation requirement and the laborer participation requirement ("Participation Report"). The Participation Report shall contain such information as the Executive Director may reasonably require to enable the Executive Director to determine whether the Grantee is in compliance with the subcontractor participation requirement and the laborer participation

requirement.

b. DISPUTES. In the event of any disputes between the Executive Director and Grantee as to whether any subcontractor has its principal place of business in the City or whether a laborer resides in the City, and whether the Grantee has complied with the priority requirements, the Executive Director and Grantee shall proceed in good faith to resolve the dispute. In the event the dispute is not resolved within ten (10) days, either party may submit the dispute to the CRA Board of Commissioners for resolution. The decision of the CRA Board of Commissioners shall be binding on the parties.

9. PERMANENT EMPLOYMENT. Grantee shall recruit and retain at least eighty percent (80%) of the work force from the City, giving first priority to individuals who reside in the Redevelopment Area and second priority to individuals who reside in the Overtown Community. Grantee shall consider recruiting candidates from CRA sponsored training programs. Grantee shall provide the Executive Director, with bi-annual reports detailing evidence of compliance with the permanent employment requirement with the first report due one (1) month after receipt of a certificate of occupancy from the City of Miami ("Permanent Employment Report"). The Permanent Employment Report shall contain such information as the Executive Director may reasonably require to enable the Executive Director to determine whether the Grantee is in compliance with the permanent employment requirement.

10. COMMUNITY BENEFIT. Grantee shall make the Property available at least once per month for community activities sponsored by the CRA or community based organization(s) designated by the Executive Director at no cost. The CRA or community based organization(s) shall coordinate such activities with the Grantee.

11. COMPLIANCE WITH POLICIES AND PROCEDURES. Grantee understands that the use of the Grant is subject to specific reporting, record keeping, administrative and contracting guidelines and other requirements affecting the CRA's activities in issuing the Grant. CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, Grantee represents and warrants that it will comply and the Grant will be used in accordance with all applicable federal, state and local codes, laws, rules and regulations.

12. REMEDIES FOR NON-COMPLIANCE. If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Amended Agreement, the CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the Grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

13. RECORDS AND REPORTS/AUDITS AND EVALUATION.

c. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Amended Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the CRA's audit rights in Section 8(c) below, the Grantee acknowledges and accepts the CRA's right to access the Grantee's records, legal representatives' and contractors' records, and the obligation of the Grantees to retain and to make those records available upon request, and in accordance with all applicable laws. The Grantee shall keep and maintain records to show its compliance with this Amended Agreement. In addition, the Grantee's contractors and subcontractors must make available, upon the CRA's request, any books,

documents, papers, and records which are directly pertinent to this specific Amended Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Grantee, its contractors and subcontractors shall retain records related to this Amended Agreement or the Project for a period of five (5) years after the expiration, early termination or cancellation of this Amended Agreement.

d. REPORTS. The Grantee shall deliver to the CRA reports relating to the use of the Grant as requested by the CRA, from time to time. Failure to provide said reports shall result in grant funds being withheld until the Grantee has complied with this provision. Thereafter, continued failure by the Grantee in providing such reports shall be considered a default under this Amended Agreement.

e. AUDIT RIGHTS. The CRA shall have the right to conduct audits of the Grantee's records pertaining to the Grant and to visit the Project, in order to conduct its monitoring and evaluation activities. The Grantee agrees to cooperate with the CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

f. FAILURE TO COMPLY. The Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the CRA of any inconsistent, incomplete or inadequate information shall be grounds for the immediate termination of this Amended Agreement by the CRA.

14. UNUSED FUNDS. Upon the expiration of the term of this Amended Agreement, the Grantee shall transfer to the CRA any unused Grant funds on hand at the time of such expiration.

15. REPRESENTATIONS; WARRANTIES; CERTIFICATIONS. The Grantee represents, warrants, and certifies the following:

a. INVOICES. Invoices for all expenditures paid for by Grant shall be submitted to the CRA for review and approval in accordance with the terms set forth in this Amended Agreement. The Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the approved Scope of Work and Budget.

b. EXPENDITURES. Funds disbursed under the Grant shall be used solely for the Project in accordance with the approved Scope of Work and Budget. All expenditures of the Grant will be made in accordance with the provisions of this Amended Agreement.

c. SEPARATE ACCOUNTS. The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

d. POLITICAL ACTIVITIES. No expenditure of Grant funds shall be used for political activities.

e. LIABILITY GENERALLY. The Grantee shall be liable to the CRA for the amount of the Grant expended in a manner inconsistent with this Amended Agreement.

f. AUTHORITY. This Amended Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by the Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions, or on the date of this Amended Agreement, any other agreement or instrument to which the Grantee is a party; or (iii) contravenes

or results in any breach of, or default under any other agreement to which the Grantee is a party, or results in the creation of any lien or encumbrances upon any property of the Grantee.

16. NON-DISCRIMINATION. The Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Amended Agreement. Furthermore, the Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Amended Agreement.

17. CONFLICT OF INTEREST. The Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Amended Agreement by the Grantee. The Grantee covenants, represents and warrants that it will comply with all such conflict of interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

18. CONTINGENCY. Funding for this Amended Agreement is contingent on the availability of funds and continued authorization for Project activities, and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The CRA shall not be liable to the Grantee for amendment or termination of this Amended Agreement pursuant to this Section. Should authorization, lack of funds, reduction of funds or change in regulations of the grant occur, then Grantee shall be given thirty (30) days of written notice of said change.

19. MARKETING.

a. PUBLICATION. In the event the Grantee wishes to engage in any marketing efforts, the Grantee shall, if approved by the CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the CRA's name and/or logo, in acknowledgement of the CRA's contribution to the Project, in all forms of media and communications created by the Grantee for the purpose of publication, promotion, illustration, advertising, trade or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements or interviews.

b. APPROVAL. The CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. LIMITED USE. The Grantee further agrees that the CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Amended Agreement. Nothing in this Agreement, or in the Grantee's use of the CRA's name and logo, confers or may be construed as conferring upon the Grantee any right, title, or interest whatsoever in the CRA's name and logo beyond the right granted in this Amended Agreement.

20. DEFAULT. If the Grantee fails to comply with any term or condition of this Amended Agreement, or fails to perform any of the Grantee's obligations hereunder, and the Grantee does not cure such failure within thirty (30) days following receipt of written notice from the CRA that such failure has occurred, then the Grantee shall be in default. Upon the occurrence of such default hereunder the CRA, in addition to all remedies available to it by law, may immediately, upon written notice to the Grantee, terminate this Amended Agreement whereupon all payments, advances, or other compensation paid by the CRA directly to the Grantee and utilized by the Grantee

in violation of this Agreement shall be immediately returned to the CRA. The Grantee understands and agrees that termination of this Amended Agreement under this section shall not release the Grantee from any obligation accruing prior to the effective date of termination.

21. NO LIABILITY. In consideration for the Grant, the Grantee hereby waives, releases and discharges the CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to the Grantee, its officers, directors, members, employees, agents, representatives, with respect to any of the provisions of this Amended Agreement or performance under this Amended Agreement.

22. INDEMNIFICATION OF THE CRA. The Grantee agrees to indemnify, defend, protect and hold harmless the CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials and equipment contemplated by this Amended Agreement or the Project, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of the Grantee or its employees, agents or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the CRA; or (ii) the failures of the Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of the Grantee, to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Amended Agreement, or any Amendment to this Amended Agreement. Grantee expressly agrees to indemnify and hold harmless the CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which the Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws.

23. INSURANCE. Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "F"**, attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Project under this Amended Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the CRA. Completed Certificates of Insurance shall be filed with the CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by CRA file duplicate copies of the policies of such insurance with the CRA.

If, in the reasonable judgment of CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following CRA's written notice, this Amended Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, CRA shall pay Grantee expenses incurred for the Project, prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

24. PAYMENT AND PERFORMANCE BOND; QUALIFICATION OF SURETY. The Grantee agrees that it shall require that the Contractor selected to perform the work described in **Exhibit "C"** to furnish a Performance/Payment Bond ("Bond") within fifteen (15) calendar days of being notified of award. The Bond shall contain all the provisions of set forth in the Performance/Payment forms attached hereto as **Exhibit "G."** Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to CRA the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s).

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that Contractor will, upon notification by CRA, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Project(s). The CRA and the City of Miami must be listed as dual obligees on the Bond.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as amended from time to time, Contractor shall ensure that the Bond(s) referenced above shall be recorded in the public records and provide City with evidence of such recording.

Each Bond must be executed by a surety company with a rating of (A-) and based on the Financial Size Category of (VII). The surety company must be of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The Surety shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety shall provide CRA with evidence satisfactory to CRA, that such excess risk has been protected in an acceptable manner.

25. DISPUTES. In the event of a dispute between the Executive Director of the CRA and the Grantee as to the terms and conditions of this Amended Agreement, the Executive Director of the CRA and the Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Amended Agreement. The Board's decision shall be deemed final and binding on the parties.

26. INTERPRETATION.

a. CAPTIONS. The captions in this Amended Agreement are for convenience only and are not a part of this Amended Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Amended Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the CRA and the Grantee relating to the Amended Agreement. Any promises, negotiations, or representations not expressly set forth in this Amended Agreement are of no force or effect. This Amended Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the

masculine, feminine and neuter genders and the singular and plural number. The word “including” followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. CONTRACTUAL INTERPRETATION. Should the provisions of this Amended Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Amended Agreement.

d. COVENANTS. Each covenant, agreement, obligation, term, condition or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amended Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Amended Agreement shall apply throughout the term of this Amended Agreement unless otherwise expressly set forth herein.

e. CONFLICTING TERMS. In the event of conflict between the terms of this Amended Agreement and any terms or conditions contained in any attached documents, the terms of this Amended Agreement shall govern.

f. WAIVER. No waiver or breach of any provision of this Amended Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. SEVERABILITY. Should any provision contained in this Amended Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Amended Agreement shall remain unmodified and in full force and effect.

h. THIRD-PARTY BENEFICIARIES. No provision of this Amended Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Amended Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

27. AMENDMENTS. No amendment to this Amended Agreement shall be binding on either party, unless in writing and signed by both parties.

28. DOCUMENT OWNERSHIP. Upon request by the CRA, all documents developed by the Grantee shall be delivered to the CRA upon completion of this Amended Agreement, and may be used by the CRA, without restriction or limitation. The Grantee agrees that all documents maintained and generated pursuant to this Amended Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the CRA to the Grantee pursuant to this Amended Agreement shall at all times remain the property of the CRA, and shall not be used by the Grantee for any other purpose whatsoever, without the written consent of the CRA.

29. AWARD OF AGREEMENT. The Grantee warrants that it has not employed or retained any person employed by the CRA to solicit or secure this Amended Agreement, and that it has not offered to pay, paid,

or agreed to pay any person employed by the CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

30. NON-DELEGABILITY. The obligations of the Grantee under this Amended Agreement shall not be delegated or assigned to any other party without the CRA's prior written consent which may be withheld by the CRA, in its sole discretion.

31. CONSTRUCTION. This Amended Agreement shall be construed and enforced in accordance with Florida law.

32. TERMINATION. The CRA reserves the right to terminate this Amended Agreement, at any time for any reason upon giving thirty (30) days written notice of termination to Grantee. If this Amended Agreement should be terminated by the CRA, the CRA will be relieved of all obligations under this Amended Agreement. In no way shall the CRA be subjected to any liability or exposure for the termination of this Amended Agreement under this Section.

33. NOTICE. All notices or other communications which shall or may be given pursuant to this Amended Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To CRA: Cornelius Shiver, Executive Director
Southeast Overtown/Park West Community Redevelopment Agency
819 N.W. 2nd Avenue, 3rd Floor
Miami, FL 33136
Email: cshiver@miamigov.com

With copy to: Allana R. Woods, Esq., Staff Counsel
Email: awoods@miamigov.com

To Grantee: Mussaddiq Muhammad, Manager
1029 N.W. 3rd Avenue
Miami, Florida 33136
Email: kingofpoultry305@yahoo.com

With copy to: Leonardo D. Starke, Esq., Legal Counsel
E-mail: ldstarkeesq@aol.com

34. INDEPENDENT CONTRACTOR. The Grantee, its contractors, subcontractors, employees, agents, and participants in the Program shall be deemed to be independent contractors, and not agents or employees of the CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the CRA.

35. SUCCESSORS AND ASSIGNS. This Amended Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

36. SALE OF THE PROPERTY. From the time of the execution of this Amended Agreement, through five (5) years of the issuance of a Certificate of Completion for the Property, if (i) HARLEM SQUARE,

LLC. enters into a contract to sell the Property and actually closes on the sale of the Property pursuant to such contract, without the consent of the Executive Director of the CRA; or if (ii) fifty percent (50%) or more of the membership interest in HARLEM SQUARE, LLC is transferred to persons or entities which are not existing members of HARLEM SQUARE, LLC. on the date of execution of this Amended Agreement, without the consent of the Executive Director of the CRA, then in either such event HARLEM SQUARE, LLC shall be obligated to repay to the CRA One Hundred Percent (100%) of the amount of the grant received within thirty (30) days of the occurrence of such event.

37. MISCELLANEOUS.

- a. In the event of any litigation between the parties under this Amended Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.
- b. Time shall be of the essence for each and every provision of this Amended Agreement.
- c. All exhibits attached to this Amended Agreement are incorporated in, and made a part of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Amended Agreement, for other good and valuable consideration, and intending to be legally bound, the CRA and the Grantee have executed this Amended Agreement.

[Signature pages to follow.]

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY, of the
City of Miami, a public agency and body corporate
created pursuant to Section 163.356, Florida Statutes

ATTEST:
CITY OF MIAMI
By: [Signature]
Todd B. Hannon
Clerk of the Board

By: [Signature]
Cornelius Shiver
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Allana R. Woods, Esq.
Staff Counsel

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: [Signature]
Ann-Marie Sharpe
Interim Director

WITNESSES:

By: [Signature]
Print: NIKKI KANCEY
By: [Signature]
Print: [Signature]

HARLEM SQUARE, LLC, a Florida Limited Liability
Company ("Grantee")

By: [Signature]
Mussaddiq Muhammad
Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: [Signature]
Leonardo D. Starke, Esq.
Legal Counsel

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

EXHIBIT "A"
RESOLUTION CRA-R-14-0076

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)



City of Miami

Legislation

CRA Resolution: CRA-R-14-0076

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

4.5.b

File Number: 14-01282

Final Action Date: 12/29/2014

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING A GRANT, IN AN AMOUNT NOT TO EXCEED \$1,250,000, TO HARLEM SQUARE, LLC, FOR THE CONSTRUCTION OF "HARLEM SQUARE", A SUPPER CLUB/LOUNGE, LOCATED AT 173 N.W. 11TH STREET, MIAMI, FLORIDA 33136; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goal 4, at page 11, of the Plan lists the the "creati[on of] jobs within the community", as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 6, at page 11, of the Plan lists "improving quality of life for residents", as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 4, at page 14, of the Plan provides that "employment opportunities be made available to existing residents ..."; and

WHEREAS, Section 2, Principle 9, at page 16, of the Plan provides that "...buildings of architectural merit should be adapted to new needs and creatively reused"; and

WHEREAS, Section 2, Principle 14, at page 16, of the Plan further provides for "restor[ation] of community and uniffication of the] area culturally"; and

WHEREAS, the existing structure located at 173 N.W. 11th Street, Miami, Florida 33136 ("Property") is in significant need of repair and is a blight in the community; and

WHEREAS, in response, Harlem Square, LLC ("Grantee") has developed "Harlem Square", a supper club/lounge to be located at the Property ("Project").

WHEREAS, the Grantee has requested assistance from the CRA in order to undertake the construction of the Project; and

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

WHEREAS, Grantee anticipates that the project will create new jobs opportunities within the Redevelopment Area; and

WHEREAS, as an inducement to the CRA's grant of financial assistance, Grantee agrees to provide new job opportunities during both construction and operations phases; and

WHEREAS, the Board of Commissioners wishes to authorize a grant, in an amount not to exceed \$1,250,000 for the construction of the Project; and

WHEREAS, the Board of Commissioners finds that such a grant would further the aforementioned redevelopment goals and principles;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes a grant, in an amount not to exceed to \$1,250,000, to Harlem Square, LLC, for the construction of "Harlem Square", a supper club/lounge, located at 173 N.W. 11th Street, Miami, Florida 33136.

Section 3. The Executive Director is authorized to execute all documents necessary for the purposes set forth above.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. Funds are to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

EXHIBIT "B"
RESOLUTION CRA-R-18-0014

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)



Southeast Overtown/Park West Community Redevelopment Agency

4.5.b

Legislation

CRA Resolution CRA-R-18-0014

File Number: 3892

Final Action Date: 3/29/2018

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") AUTHORIZING FUNDING IN THE AMOUNT OF \$975,000.00, TO UNDERWRITE COSTS ASSOCIATED WITH CONSTRUCTION COSTS ENHANCING THE ORIGINAL MODEL FOR THE CONSTRUCTION OF "HARLEM SQUARE" A FULL SERVICE SUPPER CLUB/LOUNGE LOCATED AT 173 N.W. 11TH STREET, MIAMI, FLORIDA 33136, AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, ENTITLED "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.0000

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Florida Statute Section 163.335(1) states "...that the prevention and elimination of slums and blight is a matter of state policy and state concern...", and;

WHEREAS, Florida Statute Section 163.340(8) defines "blighted area" as "an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress...", and;

WHEREAS, Section 2, Goals 4 and 6, at page 11, of the Plan lists the "creati[on of] jobs within the community," and "improving the quality of life for residents" as a stated redevelopment goals; and

WHEREAS, Section 2, Principle 4, at page 14, of the Plan provides that "employment opportunities be made available to existing residents..." as stated redevelopment principle; and

WHEREAS, Section 2, Principle 6, at page 15, of the Plan provides that in order to "address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] ... [it is necessary to] ... attract new businesses that provide needed services and economic opportunities ...;" and

WHEREAS, on December 29, 2014, the Board of Commissioners, by Resolution No. CRA-R-14-0076, authorized the issuance of a grant, in an amount not to exceed \$1,250,000.00, to Harlem Square, LLC., to underwrite costs associated with the construction of "Harlem Square" ("Project"), and;

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

WHEREAS, Grantee now seeks additional funds from the CRA to complete the Project due to the receipt of the full plans and completion of the drawings, and;

WHEREAS, the Board of Commissioners wish to authorize an additional amount not to exceed \$975,000.00 to Grantee to underwrite costs associated with construction costs and for the construction of "Harlem Square"; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the above mentioned redevelopment goals and objectives;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes a grant in an amount not to exceed \$975,000.00, Harlem Square, LLC., to underwrite costs associated with the construction of "Harlem Square" ("Project").

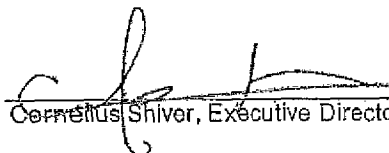
Section 3. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. Funds to be allocated from SEOPW Tax Increment Fund, entitled "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Cornelius Shiver, Executive Director 3/22/2018

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

EXHIBIT "C"

Scope of Work and Budget

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

Scope of Work

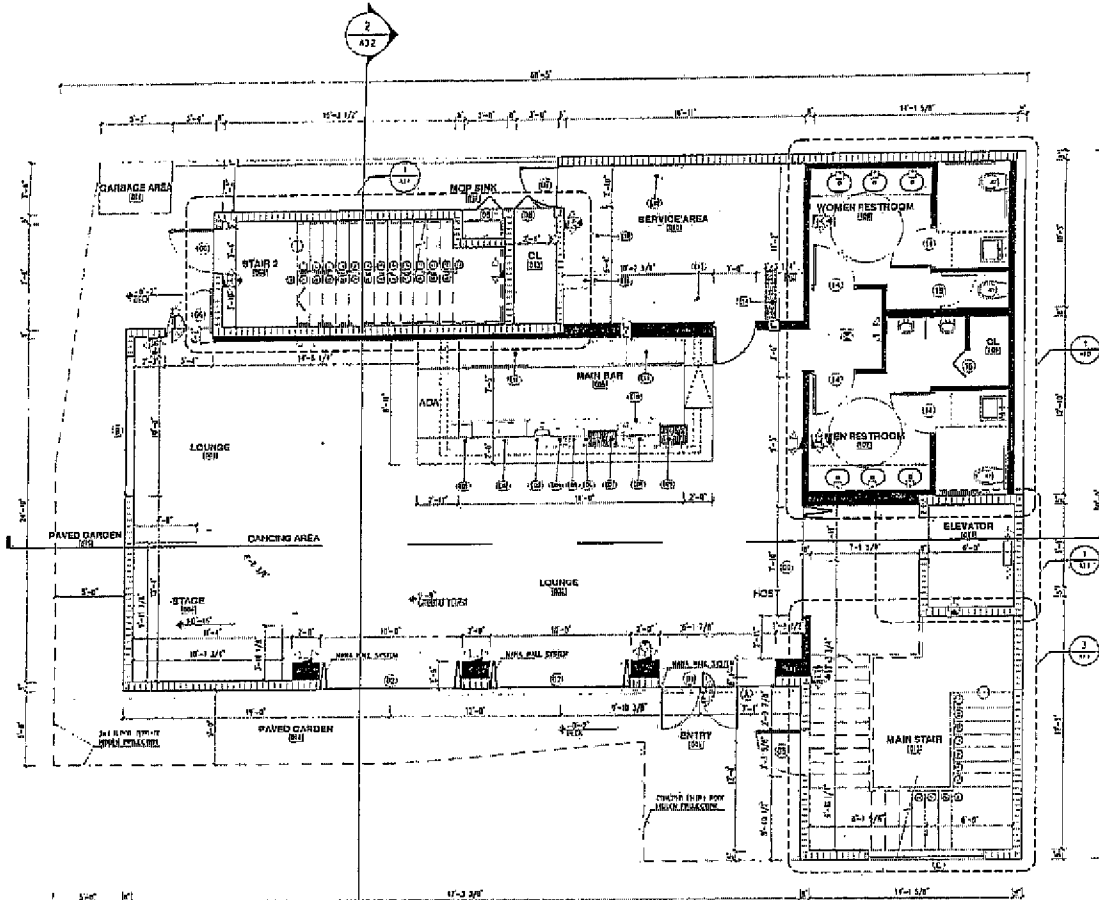
Construction of a full service supper club/lounge located at 173 NW 11 Street, Miami, Florida 33136 ("Property") in accordance with the construction document set of drawings dated 7/23/2017 by Adolfo V. Gonzalez, P.E.. Such enhancements involve construction of a 3 story modern and trendy three-story lounge of which the first floor consists of a jazz lounge, the second floor consists of a cigar bar, and the third floor consists of a rooftop lounge for special events. This revitalized construction will attract locals and tourists from South Florida and beyond; and provide a steady flow of economic and social opportunities for the residents of Overtown.



Sergio J. Gonzalez, P.E.
Professional Engineer
No. 15177
State of Florida

Revisions

No.	Description	Date



- BAR EQUIPMENT**
- (1) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (2) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (3) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (4) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (5) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (6) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (7) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (8) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (9) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (10) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (11) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (12) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (13) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (14) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (15) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (16) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (17) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (18) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (19) 12" HIGH, 24" DEEP, 12" DIA. SINK
 - (20) 12" HIGH, 24" DEEP, 12" DIA. SINK
- REVISIONS**
- (1) REVISION 1
 - (2) REVISION 2
 - (3) REVISION 3
 - (4) REVISION 4
 - (5) REVISION 5
 - (6) REVISION 6
 - (7) REVISION 7
 - (8) REVISION 8
 - (9) REVISION 9
 - (10) REVISION 10
 - (11) REVISION 11
 - (12) REVISION 12
 - (13) REVISION 13
 - (14) REVISION 14
 - (15) REVISION 15
 - (16) REVISION 16
 - (17) REVISION 17
 - (18) REVISION 18
 - (19) REVISION 19
 - (20) REVISION 20

1 PROPOSED GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

FINISH SCHEDULE							
FLOOR	ROOM NAME	FLOOR	BASE	WALLS	CEILING	CLD. HL.	REMARKS
GROUND FLOOR	ENTRY	(01)	(01)	(01)	(01)	(01)	
	LOUNGE	(02)	(02)	(02)	(02)	(02)	
	LOUNGE	(03)	(03)	(03)	(03)	(03)	
	STAGE	(04)	(04)	(04)	(04)	(04)	
	MAIN BAR	(05)	(05)	(05)	(05)	(05)	
	STAIR 2	(06)	(06)	(06)	(06)	(06)	
	MEN RESTROOM	(07)	(07)	(07)	(07)	(07)	
	WOMEN RESTROOM	(08)	(08)	(08)	(08)	(08)	
	CL	(09)	(09)	(09)	(09)	(09)	
	SERVICE	(10)	(10)	(10)	(10)	(10)	
	ELEVATOR	(11)	(11)	(11)	(11)	(11)	
	MAIN STAIR	(12)	(12)	(12)	(12)	(12)	
	CL	(13)	(13)	(13)	(13)	(13)	
	PAVED GARDEN	(14)	(14)	(14)	(14)	(14)	
	PAVED GARDEN	(15)	(15)	(15)	(15)	(15)	
	GARAGE AREA	(16)	(16)	(16)	(16)	(16)	

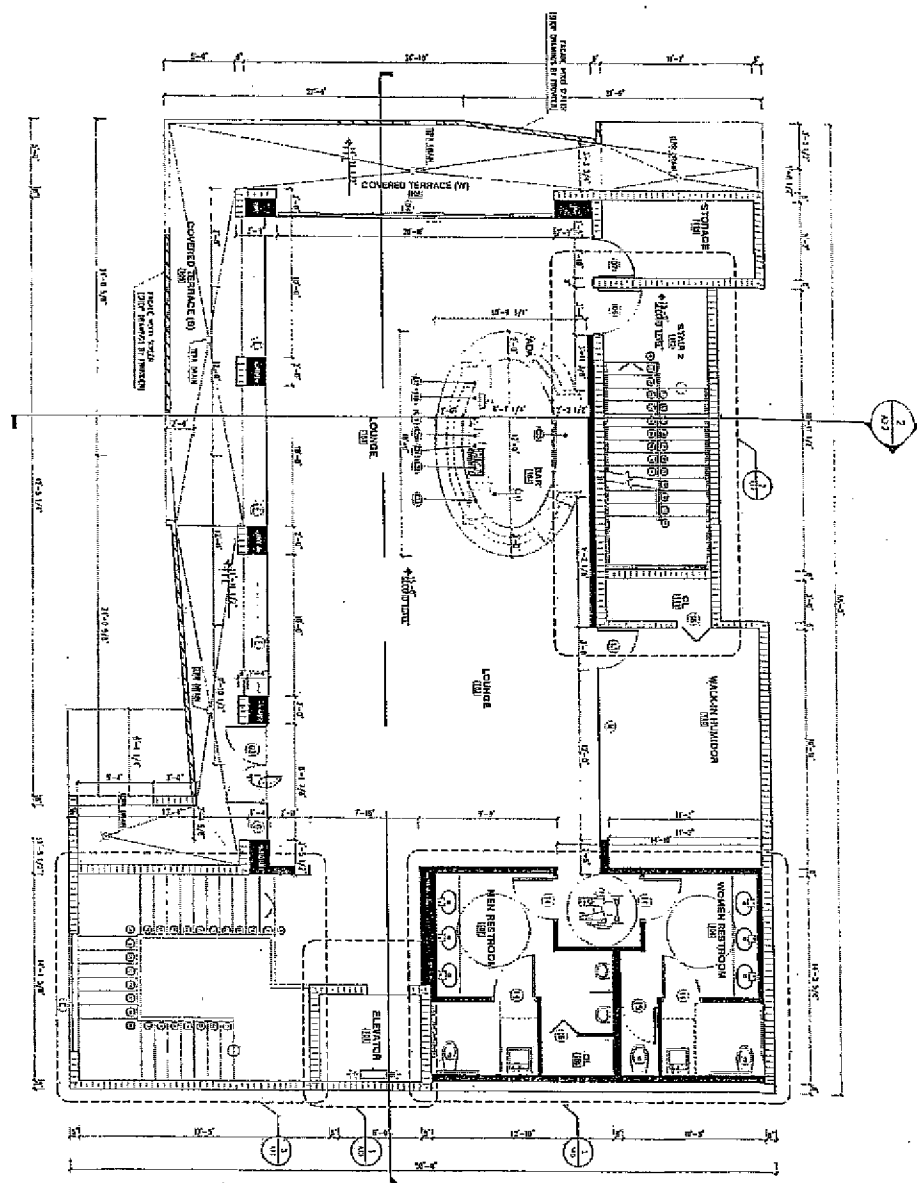
Seal

Sergio J. Gonzalez, P.E.
Professional Engineer
Reg. No. 15177

DESIGNED BY: A.A.
CHECKED BY: A.A.
DATE: 05/11/2014
SCALE: AS SHOWN
JOB NO.: 10076
TOWN:

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

SECOND FLOOR		FINISH SCHEDULE				REMARKS
FLOOR	ROOM NAME	FLOOR	BASE	WALLS	CEILING	
201	WALK-IN REFRIGERATOR	●	●	●	●	
202	WALK-IN REFRIGERATOR	●	●	●	●	
203	WALK-IN REFRIGERATOR	●	●	●	●	
204	WALK-IN REFRIGERATOR	●	●	●	●	
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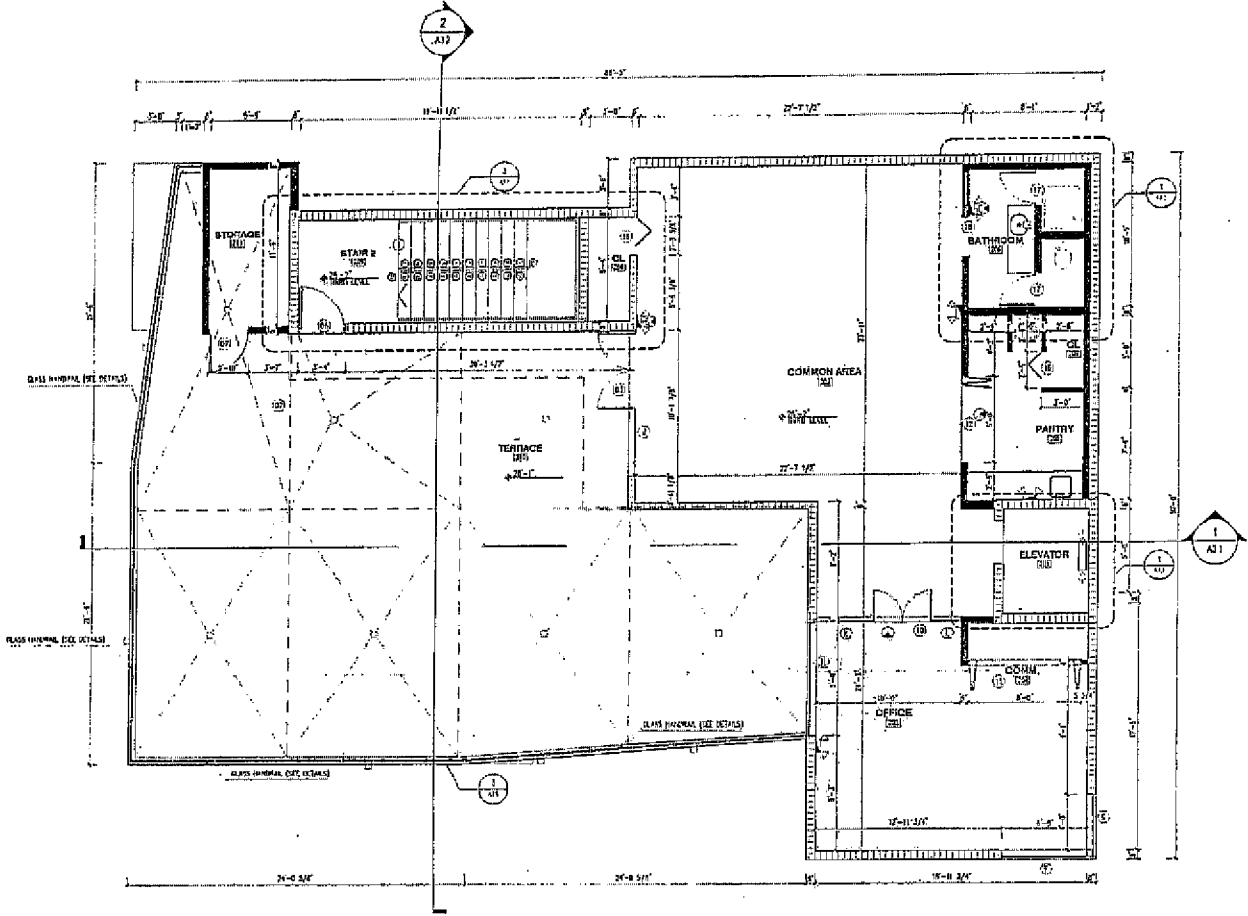


- 1. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 2. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 3. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 4. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 5. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 6. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 7. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 8. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 9. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 10. ALL FINISHES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

DRAWING NO. 15587-02
 DATE: 07/11/17
 PROJECT: 15587
 SHEET: 1 OF 26

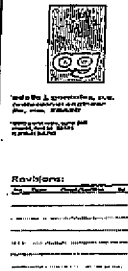
HARLEM SQUARE ADDITION & REMODELING

ADDRESS: 173 NW 11th Street, Miami Fl 33136.



1 PROPOSED 3rd FLOOR PLAN
BLDG. 111 - 1st

FINISH SCHEDULE							
FLOOR	ROOM NAME	FLOOR	BASE	WALLS	CEILING	C.C.	REMARKS
THIRD FLOOR	ELEVATOR	201					
	COMMON AREA	202					
	OFFICE	203					
	COMM. ROOM	204					
	PANTRY	205					
	BATHROOM	206					
	C.T.	207					
	STAIR 2	208					
	TERrace	210					
	STORAGE	211					



Revisions:

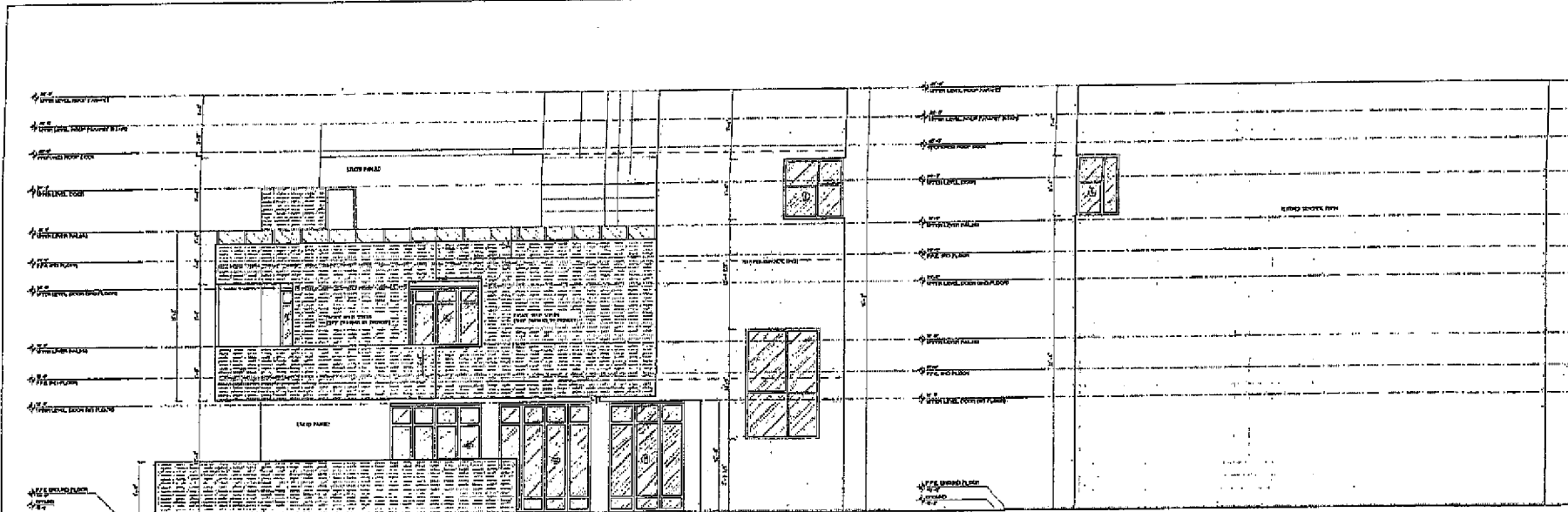
HARLEM SQUARE
 ADDITION & REMODELING

ADDRESS: 173 NW 11th Street, Miami, FL 33136.

Seal:
 Adonis J. Gortaris, P.E.
 Professional Engineer
 Exp. No. 12487

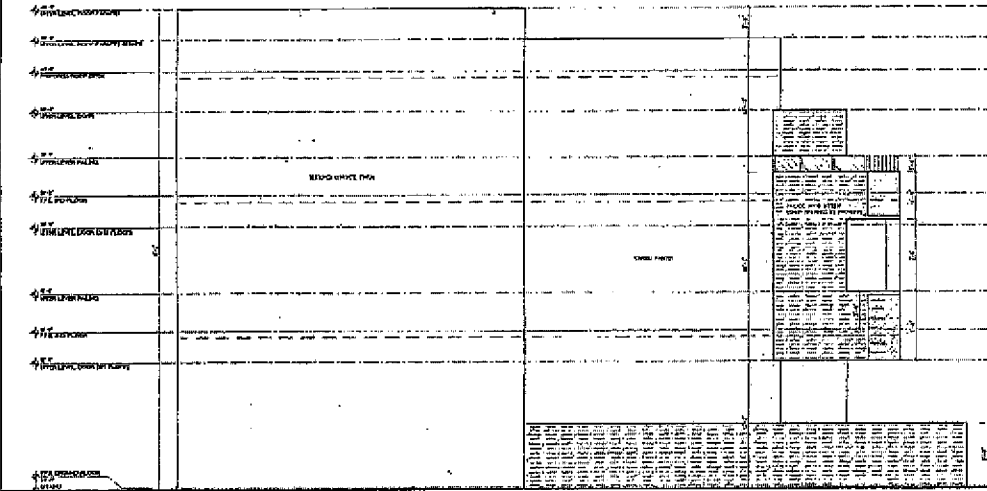
Drawn by: A.P.
 Checked by: A.C.
 DATE: 01/17/2018
 SCALE: As Shown
 SHEETS: 18 of 28
 Sheet: 18 of 28

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

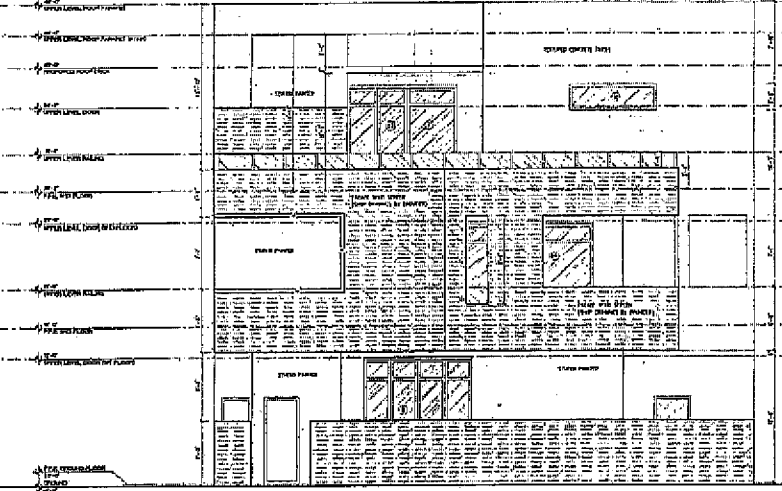


1 PROPOSED SOUTH ELEVATION (PRINCIPAL FRONT)
SCALE: 1/8" = 1'-0"

2 PROPOSED EAST ELEVATION (ABUTTING EXISTING BUILDING)
SCALE: 1/8" = 1'-0"



3 PROPOSED NORTH ELEVATION (ABUTTING EXISTING BUILDING)
SCALE: 1/8" = 1'-0"



4 PROPOSED WEST ELEVATION (SECONDARY FRONT)
SCALE: 1/8" = 1'-0"



Adonis J. Carrasco, P.E.
Professional Engineer
Reg. No. 28420

Revisions:

HARLEM SQUARE LLC.

A ADDRESS: 373 NW 11th Street, Miami, FL 33136.

Sheet

Adonis J. Carrasco, P.E.
Professional Engineer
Reg. No. 28420

DRAWN BY:	A.R.
CHECKED BY:	A.R.
DATE:	7/23/2011
SCALE:	as shown
DATE:	4/27/11
SCALE:	1/8" = 1'-0"

A3.0 12 OF 30

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

Harlem Square Schedule of Values (Budget)

Activity	Value/CRA	Value/HS
Preconstruction, demo, shoring, architectural & engineering plans	\$ 115,000.00	\$ -
Mobilization, Construction Facilities, Site Work and Structural	\$ 301,699.00	\$ -
Plumbing	\$ 118,146.00	\$ 11,814.00
Heat, Vent & Air Conditioning	\$ 107,716.00	\$ 17,716.00
Electrical	\$ 145,460.00	\$ 15,460.00
Fire Protection Systems	\$ 83,134.00	\$ 8,400.00
Roofing	\$ 73,043.00	\$ 7,300.00
Windows & Doors	\$ 120,945.00	\$ 13,000.00
Drywall & Insulation	\$ 145,745.00	\$ 14,575.00
Flooring	\$ 81,422.00	\$ 8,200.00
Tiling	\$ 14,208.00	\$ 1,500.00
Light Fixtures	\$ 26,598.00	\$ 2,700.00
Toilet & Bath Accessories	\$ 12,966.00	\$ 1,300.00
Appliances	\$ 21,785.00	\$ 2,200.00
Cabinetry	\$ 56,924.00	\$ 6,000.00
Finish Carpentry/Trimwork	\$ 63,270.00	\$ 6,400.00
Misc. Equipment-Commercial	\$ 158,130.00	\$ 16,000.00
LandScaping	\$ 49,979.00	\$ 5,000.00
Siding	\$ 205,349.00	\$ 25,000.00
Painting	\$ 73,481.00	\$ 7,400.00
WASD 470Ft Ext.	\$ 150,000.00	
FP&L 3 Phase Service	\$ 100,000.00	\$ 50,000.00
Sound System & Lighting Package	\$ -	\$ 275,000.00
Design Fees/Furnishings/Customizations	\$ -	\$ 210,000.00
Taxes & Fees	\$ -	\$ 40,000.00
Administrative License Fees/Costs	\$ -	\$ 175,000.00
Total	\$ 2,225,000.00	\$ 919,965.00



Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC; waive responsible living wage rates)

EXHIBIT "D"
Restrictive Covenant

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

Prepared by, and after recording return to:
 Allana R. Woods, Esq.
 Staff Attorney, Southeast Overtown/Park West
 Community Redevelopment Agency
 819 N.W. 2nd Ave, 3rd Floor
 Miami, Florida 33136
 Tel: (305) 679-6800

Reserved for Recording

<p>DECLARATION OF AMENDED AND RESTATED RESTRICTIVE COVENANT RUNNING WITH THE LAND</p>

This Amended and Restated Restrictive Covenant ("Covenant") made as of the ___ day of _____, 2018 by HARLEM SQUARE, LLC, a Florida Limited Liability Company, ("Owner"), is in favor of the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, of the City of Miami, a public agency and body corporate, created pursuant to Section 163.356, Florida Statutes ("CRA").

WHEREAS, the Owner is the legal owner of the fee simple interest in and to that certain property located at 173 N.W. 11th Street, Miami, Florida (Folio No. 01-3137-031-0140), ("Property").

WHEREAS, the Owner requested a grant from the CRA in order to undertake the rehabilitation of the Property; and

WHEREAS, on December 29, 2014, the CRA's Board of Commissioners by Resolution No. CRA-R-14-0076, passed and authorized a grant, in an amount not exceed One Million Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00), to the Owner for the rehabilitation of the Property; and

WHEREAS, on March 29, 2018, the Board of Commissioners, by Resolution No. CRA-R-18-0014, passed and authorized the issuance of an additional grant, in an amount not to exceed Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00), to the Grantee to underwrite costs associated with the Project; and

WHEREAS, pursuant to Resolution No. CRA-R-18-0014, the parties wish to enter into this Amended Agreement to set forth the terms and conditions relating to the use of this grant in an amount not to exceed the total of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00); and

WHEREAS, in exchange for receipt of the grant, the Owner is desirous of making a binding commitment to assure that the Property shall be operated in accordance with the representatives and commitments made to the CRA;

As a result of approved additional funding by the CRA Board of Commissioners, HARLEM SQUARE, LLC and the CRA desire to amend and restate the Original Restrictive Covenant in its entirety as hereinafter provided.

NOW THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Owner of the Property, its successors in interest and assigns, as follows:

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

1. Recitals: The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

2. Covenant: The Grantee agrees to strictly comply with the terms and conditions set forth in the Amended Grant Agreement attached hereto as Exhibit "A".

3. Term: The term of this Amended Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of full disbursement of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) or earlier as provided for herein; provided, however, that the following rights of the CRA shall survive the expiration or early termination of this Amended Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

4. JOB CREATION DURING CONSTRUCTION.

a. SUBCONTRACTOR PARTICIPATION. Grantee shall cause its general contractor to hire not less than twenty percent (20%) of the subcontractors for the Project giving first priority to companies certified as SBE-Construction Services firms by Miami-Dade County pursuant to 10-33.02 of the County Code of Ordinances ("SBE"), whose principal place of business is in the Redevelopment Area, as more particularly described in the Plan, second priority to subcontractors whose principal place of business is in the Redevelopment Area, third priority to SBE firms whose principal place of business is located within the boundaries of the Overtown community, fourth priority to subcontractors whose principal place of business is located within the boundaries of the Overtown community, fifth priority to SBE firms whose principal place of business is located within the City of Miami, and sixth to subcontractors whose principal place of business is located within the City of Miami.

b. LABORER PARTICIPATION. Grantee agrees to cause its general contractor and all subcontractors to hire forty percent (40%) of the labor for the construction of the Project from workers residing in the City of Miami giving first priority to workers residing in the Redevelopment Area, which encompasses part of zip code 33136 and second priority to workers residing in the Overtown Community.

5. RESPONSIBLE WAGES AND BENEFITS SCHEDULE. Grantee agrees, pursuant to CRA Resolution CRA-R-16-0015, that all employees working on the project must be paid the hourly rate and benefits listed in *Miami-Dade County Responsible Wages and Benefits Schedule 2018*. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Rates paid shall be not less than those contained in the Wage and Benefits Schedule in effect as of January 1st of the year the work is performed. Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill.

a. REPORT REQUIREMENTS. Grantee shall be required to submit to the Executive Director monthly reports detailing evidence of compliance with the subcontractor participation requirement and the laborer participation requirement ("Participation Report"). The Participation Report shall contain such information as the Executive Director may reasonably require to enable the Executive Director to determine whether the Grantee is in compliance with the subcontractor participation requirement

and the laborer participation requirement.

6. PERMANENT EMPLOYMENT. Grantee shall recruit and retain at least eighty percent (80%) of the work force from the City, giving first priority to individuals who reside in the Redevelopment Area and second priority to individuals who reside in the Overtown Community. Grantee shall consider recruiting candidates from CRA sponsored training programs. Grantee shall provide the Executive Director, with bi-annual reports detailing evidence of compliance with the permanent employment requirement with the first report due one (1) month after receipt of a certificate of occupancy from the City of Miami ("Permanent Employment Report"). The Permanent Employment Report shall contain such information as the Executive Director may reasonably require to enable the Executive Director to determine whether the Grantee is in compliance with the permanent employment requirement.

7. Default: The Owner covenants and agrees that in the event of noncompliance with this Covenant, the CRA shall give written notice thereof to the Owner by registered or certified mail. If such violation is not corrected to the CRA's satisfaction within thirty (30) days of date of notice, or within such further time as the CRA reasonably determines is necessary to correct the violation, without further notice, the CRA may, declare a default under this Covenant and any other agreements executed in connection therewith. The Owner agree that its failure to comply with this Covenant shall result in the Owner reimbursing the CRA grant funds in accordance with attached hereto as Exhibit "A". All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.

8. Payment and Performance Bond; Qualification of Surety. The Grantee agrees that it shall require that the Contractor selected to perform to furnish a Performance/Payment Bond ("Bond") within fifteen (15) calendar days of being notified of award. The Bond shall contain all the provisions of set forth in the Performance/Payment forms. Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to CRA the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s).

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that Contractor will, upon notification by CRA, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Project(s). The CRA and the City of Miami must be listed as dual obligees on the Bond.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as amended from time to time, Contractor shall ensure that the Bond(s) referenced above shall be recorded in the public records and provide City with evidence of such recording.

Each Bond must be executed by a surety company with a rating of (A-) and based on the Financial Size Category of (VII). The surety company must be of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The Surety shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31

DFR Section 223.10, Section 223.111). Further, the Surety shall provide CRA with evidence satisfactory to CRA, that such excess risk has been protected in an acceptable manner.

9. Amendment and Modifications: This Covenant may be modified, amended or released as to any portion of the Property by a written instrument executed on behalf of the CRA and by the then-owner of the fee simple title to the land to be affected by such modification, amendment, or release, provided that same has been approved by the Board of Commissioners of the CRA. Should this instrument be so modified, amended or released the CRA's Executive Director, or his successor, or other administrative officer with jurisdiction over the matter, shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.

10. Inspection and Enforcement: The Owner covenants and agrees that any designated representative of the CRA shall have the right any time during normal business hours to enter and investigate the use of the Property to determine whether the conditions of this Covenant are being complied with. Enforcement shall be by action against the parties or persons violating or attempting to violate any covenants in this Declaration. The CRA, if a prevailing party to any action or suit pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney(s). This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

11. Severability: Invalidation of any of these covenants by judgment of court shall not affect any of the other provisions, which shall remain in full force and effect.

12. Sale or Lease of Property. From the time of the execution of this Amended Agreement, through five (5) years of the issuance of a Certificate of Completion for the Property, if (i) HARLEM SQUARE, LLC. enters into a contract to sell the Property and actually closes on the sale of the Property pursuant to such contract, without the consent of the Executive Director of the CRA; or if (ii) fifty percent (50%) or more of the membership interest in HARLEM SQUARE, LLC. is transferred to persons or entities which are not existing members of HARLEM SQUARE, LLC. on the date of execution of this Amended Agreement, without the consent of the Executive Director of the CRA, then in either such event HARLEM SQUARE, LLC shall be obligated to repay to the CRA One Hundred Percent (100%) of the amount of the grant received within thirty (30) days of the occurrence of such event.

13. No Liability. In consideration for the Grant, the Grantee hereby waives, releases and discharges the CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to the Grantee, its officers, directors, members, employees, agents, representatives, with respect to any of the provisions of this Amended Agreement or performance under this Amended Agreement.

14. Indemnification of the CRA. The Grantee agrees to indemnify, defend, protect and hold harmless the CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials and equipment contemplated by this Amended Agreement or the Project, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of the Grantee or its employees, agents or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent

or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the CRA; or (ii) the failures of the Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of the Grantee, to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Amended Agreement, or any Amendment to this Amended Agreement. Grantee expressly agrees to indemnify and hold harmless the CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which the Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws.

15. Miscellaneous. In the event of any litigation between the parties under this Amended Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

16. Covenant Runs with Land; Expiration of Term: This Covenant is a covenant running with the land. After the expiration of the Term, this Covenant shall lapse and be of no further force and effect.

17. Recordation: This Declaration shall be recorded in the Public Records of Miami-Dade County at the Owner's expense within ninety (90) days of the completed rehabilitation of the Property. The CRA shall be promptly furnished with a recorded copy of this Declaration.

Signed, witnessed, executed and acknowledged this ___ day of _____, 2018.

[SIGNATURE PAGE TO FOLLOW.]

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

EXHIBIT "A"

Amended Grant Agreement

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

AMENDED GRANT AGREEMENT

This AMENDED GRANT AGREEMENT (“Agreement”) is made as of this ____ day of August, 2018 (“Effective Date”) by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“CRA”), and HARLEM SQUARE, LLC, a Florida Limited Liability Company (“Grantee”).

RECITALS

- A. WHEREAS, the CRA is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Community Redevelopment Plan, as amended and restated (the “Plan”); and
- B. WHEREAS, Section 2, Goal 4, at page 11, of the Plan lists the “creati[on of] jobs within the community”, as a stated redevelopment goal; and
- C. WHEREAS, Section 2, Goal 6, at page 11, of the Plan lists “improving quality of life for residents”, as a stated redevelopment goal; and
- D. WHEREAS, Section 2, Principle 4, at page 14, of the Plan provides that “employment opportunities be made available to existing residents ...”; and
- E. WHEREAS, Section 2, Principle 9, at page 16, of the Plan provides that “...buildings of architectural merit should be adapted to new needs and creatively reused”; and
- F. WHEREAS, Section 2, Principle 14, at page 16, of the Plan further provides for “restor[ation] of community and unif[ication of the] area culturally”; and
- G. WHEREAS, the existing structure located at 173 N.W. 11th Street, Miami, Florida 33136 (“Property”) is in significant need of repair and is a blight in the community; and
- H. WHEREAS, in response, Grantee has developed “Harlem Square”, a supper club/lounge to be located at the Property (“Project”); and
- I. WHEREAS, on December 29, 2014, the Board of Commissioners, by Resolution No. CRA-R-14-0076, attached hereto as **Exhibit “A”**, passed and authorized the issuance of a grant, in an amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), to the Grantee to underwrite costs associated with the Project; and
- J. WHEREAS, on March 29, 2018, the Board of Commissioners, by Resolution No. CRA-R-18-0014 attached hereto as **Exhibit “B”**, passed and authorized the issuance of an additional grant, not to exceed Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00), to the Grantee to underwrite costs associated with the Project; and
- K. WHEREAS, pursuant to Resolution No. CRA-R-18-0014, the parties wish to enter into this Amended Agreement to set forth the terms and conditions relating to the use of this grant in an amount not to exceed the total of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00); and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficient of which is hereby acknowledged, the CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Amended Agreement are true and correct, and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee's compliance with all of its obligations hereunder, the CRA hereby agrees to make available to the Grantee the Grant to be used for the purpose and disbursed in the manner hereinafter provided.

3. TERM. The term of this Amended Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of full disbursement of Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00) or earlier as provided for herein; provided, however, that the following rights of the CRA shall survive the expiration or early termination of this Amended Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

4. USE OF GRANT. The Grant shall be used to underwrite costs associated with the renovation of the Project, in accordance with **Exhibit "C"**, attached hereto and incorporated herein. The CRA is not obligated to expend additional funds beyond the approved grant.

5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Amended Agreement, the CRA shall make available to Grantee up to Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00). In no event shall payments to Grantee under this Amended Grant agreement exceed Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000.00). Payments shall be made to Grantee or directly to vendors on behalf of Grantee, only after receipt and approval of requests for disbursements.

b. PRE-APPROVAL OF EXPENSES. Grantee agrees to submit to the CRA all requests for the expenditure of Grant funds for pre-approval by the CRA. Failure to submit said requests prior to incurring expenses may result in the Grantee bearing the costs incurred. The CRA shall review said requests to ensure that the expense sought to be incurred by the Grantee is an expense within the scope of work and budget attached hereto as **Exhibit "C"** and the CRA reserves the right to deny any and all requests it deems to be outside of the scope and budget.

c. REQUESTS FOR DISBURSEMENT OF GRANT. All requests for the disbursement of grant funds by the Grantee shall be certified by the Grantee's authorized representative. All requests for disbursement of grant funds must be in writing and must be accompanied by supporting documents reflecting the use of grant funds and/or expenditures incurred, and that said request is being made in accordance with the Project's approved scope of work and budget and for expenditures incurred during the Term of this Amended Agreement, as reflected in **Exhibit "C."** For purposes of this Amended Agreement, "supporting documentation" may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. The Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Project shall be in the name of the Grantee, and not in the name of the CRA in light of the Grantee's inability to bind the CRA to any legal and/or monetary obligation whatsoever. The CRA retains the right to request additional supporting documentation, or additional explanation for any and all expenses incurred by the Grantee. Grantee's failure to provide additional supporting documentation or additional explanation regarding expenses incurred shall serve as grounds for

immediate termination of this Amended Agreement, and the Grantee shall bear the costs associated with any expenditures not approved by the CRA prior to the date of termination. Grantee understands and acknowledges that the CRA shall not disburse grant funds for any expense that has not been previously approved by the CRA in accordance with Section 5(b) above, and that such expenses shall be borne solely by the Grantee.

d. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to Grantee as a reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Amended Agreement.

e. NO ADVANCE PAYMENTS. The CRA shall not make advance payments to the Grantee or Grantee's vendors for services not performed or for goods, materials or equipment which have not been delivered to the Grantee for use in connection with the Project.

6. RESTRICTIVE COVENANT. In consideration for the Grant, Grantee agrees to execute and record a restrictive covenant, in substantially the attached form set forth in **Exhibit "D."**

7. JOB CREATION DURING CONSTRUCTION.

a. SUBCONTRACTOR PARTICIPATION. Grantee shall cause its general contractor to hire not less than twenty percent (20%) of the subcontractors for the Project giving first priority to companies certified as SBE-Construction Services firms by Miami-Dade County pursuant to 10-33.02 of the County Code of Ordinances ("SBE"), whose principal place of business is in the Redevelopment Area, as more particularly described in the Plan, second priority to subcontractors whose principal place of business is in the Redevelopment Area, third priority to SBE firms whose principal place of business is located within the boundaries of the Overtown community, fourth priority to subcontractors whose principal place of business is located within the boundaries of the Overtown community, fifth priority to SBE firms whose principal place of business is located within the City of Miami, and sixth to subcontractors whose principal place of business is located within the City of Miami.

b. LABORER PARTICIPATION. Grantee agrees to cause its general contractor and all subcontractors to hire forty percent (40%) of the labor for the construction of the Project from workers residing in the City of Miami giving first priority to workers residing in the Redevelopment Area, which encompasses part of zip code 33136 and second priority to workers residing in the Overtown Community.

8. RESPONSIBLE WAGES AND BENEFITS SCHEDULE. Grantee agrees, pursuant to CRA Resolution, that all employees working on the project must be paid the hourly rate and benefits listed in *Miami-Dade County Responsible Wages and Benefits Schedule 2018* set forth in **Exhibit "E"**. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Rates paid shall be not less than those contained in the Wage and Benefits Schedule in effect as of January 1st of the year the work is performed. Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill.

a. REPORT REQUIREMENTS. Grantee shall be required to submit to the Executive Director monthly reports detailing evidence of compliance with the subcontractor participation requirement and the laborer participation requirement ("Participation Report"). The Participation Report shall contain such information as the Executive Director may reasonably require to enable the Executive Director to determine whether the Grantee is in compliance with the subcontractor participation requirement and the laborer participation

requirement.

b. DISPUTES. In the event of any disputes between the Executive Director and Grantee as to whether any subcontractor has its principal place of business in the City or whether a laborer resides in the City, and whether the Grantee has complied with the priority requirements, the Executive Director and Grantee shall proceed in good faith to resolve the dispute. In the event the dispute is not resolved within ten (10) days, either party may submit the dispute to the CRA Board of Commissioners for resolution. The decision of the CRA Board of Commissioners shall be binding on the parties.

9. PERMANENT EMPLOYMENT. Grantee shall recruit and retain at least eighty percent (80%) of the work force from the City, giving first priority to individuals who reside in the Redevelopment Area and second priority to individuals who reside in the Overtown Community. Grantee shall consider recruiting candidates from CRA sponsored training programs. Grantee shall provide the Executive Director, with bi-annual reports detailing evidence of compliance with the permanent employment requirement with the first report due one (1) month after receipt of a certificate of occupancy from the City of Miami ("Permanent Employment Report"). The Permanent Employment Report shall contain such information as the Executive Director may reasonably require to enable the Executive Director to determine whether the Grantee is in compliance with the permanent employment requirement.

10. COMMUNITY BENEFIT. Grantee shall make the Property available at least once per month for community activities sponsored by the CRA or community based organization(s) designated by the Executive Director at no cost. The CRA or community based organization(s) shall coordinate such activities with the Grantee.

11. COMPLIANCE WITH POLICIES AND PROCEDURES. Grantee understands that the use of the Grant is subject to specific reporting, record keeping, administrative and contracting guidelines and other requirements affecting the CRA's activities in issuing the Grant. CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, Grantee represents and warrants that it will comply and the Grant will be used in accordance with all applicable federal, state and local codes, laws, rules and regulations.

12. REMEDIES FOR NON-COMPLIANCE. If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Amended Agreement, the CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the Grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

13. RECORDS AND REPORTS/AUDITS AND EVALUATION.

c. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Amended Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the CRA's audit rights in Section 8(c) below, the Grantee acknowledges and accepts the CRA's right to access the Grantee's records, legal representatives' and contractors' records, and the obligation of the Grantees to retain and to make those records available upon request, and in accordance with all applicable laws. The Grantee shall keep and maintain records to show its compliance with this Amended Agreement. In addition, the Grantee's contractors and subcontractors must make available, upon the CRA's request, any books,

documents, papers, and records which are directly pertinent to this specific Amended Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Grantee, its contractors and subcontractors shall retain records related to this Amended Agreement or the Project for a period of five (5) years after the expiration, early termination or cancellation of this Amended Agreement.

d. REPORTS. The Grantee shall deliver to the CRA reports relating to the use of the Grant as requested by the CRA, from time to time. Failure to provide said reports shall result in grant funds being withheld until the Grantee has complied with this provision. Thereafter, continued failure by the Grantee in providing such reports shall be considered a default under this Amended Agreement.

e. AUDIT RIGHTS. The CRA shall have the right to conduct audits of the Grantee's records pertaining to the Grant and to visit the Project, in order to conduct its monitoring and evaluation activities. The Grantee agrees to cooperate with the CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

f. FAILURE TO COMPLY. The Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the CRA of any inconsistent, incomplete or inadequate information shall be grounds for the immediate termination of this Amended Agreement by the CRA.

14. UNUSED FUNDS. Upon the expiration of the term of this Amended Agreement, the Grantee shall transfer to the CRA any unused Grant funds on hand at the time of such expiration.

15. REPRESENTATIONS; WARRANTIES; CERTIFICATIONS. The Grantee represents, warrants, and certifies the following:

a. INVOICES. Invoices for all expenditures paid for by Grant shall be submitted to the CRA for review and approval in accordance with the terms set forth in this Amended Agreement. The Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Budget set forth in **Exhibit "C"**.

b. EXPENDITURES. Funds disbursed under the Grant shall be used solely for the Project in accordance with the Scope of Work and Budget set forth in **Exhibit "C"**. All expenditures of the Grant will be made in accordance with the provisions of this Amended Agreement.

c. SEPARATE ACCOUNTS. The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

d. POLITICAL ACTIVITIES. No expenditure of Grant funds shall be used for political activities.

e. LIABILITY GENERALLY. The Grantee shall be liable to the CRA for the amount of the Grant expended in a manner inconsistent with this Amended Agreement.

f. AUTHORITY. This Amended Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by the Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions, or on the date of this Amended Agreement, any other agreement or instrument to which the Grantee is a party; or (iii) contravenes

or results in any breach of, or default under any other agreement to which the Grantee is a party, or results in the creation of any lien or encumbrances upon any property of the Grantee.

16. NON-DISCRIMINATION. The Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Amended Agreement. Furthermore, the Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Amended Agreement.

17. CONFLICT OF INTEREST. The Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Amended Agreement by the Grantee. The Grantee covenants, represents and warrants that it will comply with all such conflict of interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

18. CONTINGENCY. Funding for this Amended Agreement is contingent on the availability of funds and continued authorization for Project activities, and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The CRA shall not be liable to the Grantee for amendment or termination of this Amended Agreement pursuant to this Section. Should authorization, lack of funds, reduction of funds or change in regulations of the grant occur, then Grantee shall be given thirty (30) days of written notice of said change.

19. MARKETING.

a. PUBLICATION. In the event the Grantee wishes to engage in any marketing efforts, the Grantee shall, if approved by the CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the CRA's name and/or logo, in acknowledgement of the CRA's contribution to the Project, in all forms of media and communications created by the Grantee for the purpose of publication, promotion, illustration, advertising, trade or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements or interviews.

b. APPROVAL. The CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. LIMITED USE. The Grantee further agrees that the CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Amended Agreement. Nothing in this Agreement, or in the Grantee's use of the CRA's name and logo, confers or may be construed as conferring upon the Grantee any right, title, or interest whatsoever in the CRA's name and logo beyond the right granted in this Amended Agreement.

20. DEFAULT. If the Grantee fails to comply with any term or condition of this Amended Agreement, or fails to perform any of the Grantee's obligations hereunder, and the Grantee does not cure such failure within thirty (30) days following receipt of written notice from the CRA that such failure has occurred, then the Grantee shall be in default. Upon the occurrence of such default hereunder the CRA, in addition to all remedies available to it by law, may immediately, upon written notice to the Grantee, terminate this Amended Agreement whereupon all payments, advances, or other compensation paid by the CRA directly to the Grantee and utilized by the Grantee

in violation of this Agreement shall be immediately returned to the CRA. The Grantee understands and agrees that termination of this Amended Agreement under this section shall not release the Grantee from any obligation accruing prior to the effective date of termination.

21. NO LIABILITY. In consideration for the Grant, the Grantee hereby waives, releases and discharges the CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to the Grantee, its officers, directors, members, employees, agents, representatives, with respect to any of the provisions of this Amended Agreement or performance under this Amended Agreement.

22. INDEMNIFICATION OF THE CRA. The Grantee agrees to indemnify, defend, protect and hold harmless the CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials and equipment contemplated by this Amended Agreement or the Project, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of the Grantee or its employees, agents or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the CRA; or (ii) the failures of the Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of the Grantee, to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Amended Agreement, or any Amendment to this Amended Agreement. Grantee expressly agrees to indemnify and hold harmless the CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which the Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws.

23. INSURANCE. Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in Exhibit "F", attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Project under this Amended Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the CRA. Completed Certificates of Insurance shall be filed with the CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by CRA file duplicate copies of the policies of such insurance with the CRA.

If, in the reasonable judgment of CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following CRA's written notice, this Amended Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, CRA shall pay Grantee expenses incurred for the Project, prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

24. PAYMENT AND PERFORMANCE BOND; QUALIFICATION OF SURETY. The Grantee agrees that it shall require that the Contractor selected to perform the work described in **Exhibit "C"** to furnish a Performance/Payment Bond ("Bond") within fifteen (15) calendar days of being notified of award. The Bond shall contain all the provisions of set forth in the Performance/Payment forms attached hereto as **Exhibit "G."** Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to CRA the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s).

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that Contractor will, upon notification by CRA, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Project(s). The CRA and the City of Miami must be listed as dual obligees on the Bond.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as amended from time to time, Contractor shall ensure that the Bond(s) referenced above shall be recorded in the public records and provide City with evidence of such recording.

Each Bond must be executed by a surety company with a rating of (A-) and based on the Financial Size Category of (VII). The surety company must be of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The Surety shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety shall provide CRA with evidence satisfactory to CRA, that such excess risk has been protected in an acceptable manner.

25. DISPUTES. In the event of a dispute between the Executive Director of the CRA and the Grantee as to the terms and conditions of this Amended Agreement, the Executive Director of the CRA and the Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Amended Agreement. The Board's decision shall be deemed final and binding on the parties.

26. INTERPRETATION.

a. CAPTIONS. The captions in this Amended Agreement are for convenience only and are not a part of this Amended Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Amended Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the CRA and the Grantee relating to the Amended Agreement. Any promises, negotiations, or representations not expressly set forth in this Amended Agreement are of no force or effect. This Amended Agreement shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the

masculine, feminine and neuter genders and the singular and plural number. The word “including” followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. CONTRACTUAL INTERPRETATION. Should the provisions of this Amended Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Amended Agreement.

d. COVENANTS. Each covenant, agreement, obligation, term, condition or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amended Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Amended Agreement shall apply throughout the term of this Amended Agreement unless otherwise expressly set forth herein.

e. CONFLICTING TERMS. In the event of conflict between the terms of this Amended Agreement and any terms or conditions contained in any attached documents, the terms of this Amended Agreement shall govern.

f. WAIVER. No waiver or breach of any provision of this Amended Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. SEVERABILITY. Should any provision contained in this Amended Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Amended Agreement shall remain unmodified and in full force and effect.

h. THIRD-PARTY BENEFICIARIES. No provision of this Amended Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Amended Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

27. AMENDMENTS. No amendment to this Amended Agreement shall be binding on either party, unless in writing and signed by both parties.

28. DOCUMENT OWNERSHIP. Upon request by the CRA, all documents developed by the Grantee shall be delivered to the CRA upon completion of this Amended Agreement, and may be used by the CRA, without restriction or limitation. The Grantee agrees that all documents maintained and generated pursuant to this Amended Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the CRA to the Grantee pursuant to this Amended Agreement shall at all times remain the property of the CRA, and shall not be used by the Grantee for any other purpose whatsoever, without the written consent of the CRA.

29. AWARD OF AGREEMENT. The Grantee warrants that it has not employed or retained any person employed by the CRA to solicit or secure this Amended Agreement, and that it has not offered to pay, paid,

or agreed to pay any person employed by the CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

30. NON-DELEGABILITY. The obligations of the Grantee under this Amended Agreement shall not be delegated or assigned to any other party without the CRA's prior written consent which may be withheld by the CRA, in its sole discretion.

31. CONSTRUCTION. This Amended Agreement shall be construed and enforced in accordance with Florida law.

32. TERMINATION. The CRA reserves the right to terminate this Amended Agreement, at any time for any reason upon giving thirty (30) days written notice of termination to Grantee. If this Amended Agreement should be terminated by the CRA, the CRA will be relieved of all obligations under this Amended Agreement. In no way shall the CRA be subjected to any liability or exposure for the termination of this Amended Agreement under this Section.

33. NOTICE. All notices or other communications which shall or may be given pursuant to this Amended Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To CRA: Cornelius Shiver, Executive Director
Southeast Overtown/Park West Community Redevelopment Agency
819 N.W. 2nd Avenue, 3rd Floor
Miami, FL 33136
Email: cshiver@miamigov.com

With copy to: Allana R. Woods, Esq., Staff Counsel
Email: awoods@miamigov.com

To Grantee: Mussaddiq Muhammad, Manager
1029 N.W. 3rd Avenue
Miami, Florida 33136
Email: kingofpoultry305@yahoo.com

With copy to: Leonardo D. Starke, Esq., Legal Counsel
E-mail: ldstarkeesq@aol.com

34. INDEPENDENT CONTRACTOR. The Grantee, its contractors, subcontractors, employees, agents, and participants in the Program shall be deemed to be independent contractors, and not agents or employees of the CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the CRA.

35. SUCCESSORS AND ASSIGNS. This Amended Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

36. SALE OF THE PROPERTY. From the time of the execution of this Amended Agreement, through five (5) years of the issuance of a Certificate of Completion for the Property, if (i) HARLEM SQUARE,

LLC. enters into a contract to sell the Property and actually closes on the sale of the Property pursuant to such contract, without the consent of the Executive Director of the CRA; or if (ii) fifty percent (50%) or more of the membership interest in HARLEM SQUARE, LLC is transferred to persons or entities which are not existing members of HARLEM SQUARE, LLC. on the date of execution of this Amended Agreement, without the consent of the Executive Director of the CRA, then in either such event HARLEM SQUARE, LLC shall be obligated to repay to the CRA One Hundred Percent (100%) of the amount of the grant received within thirty (30) days of the occurrence of such event.

37. MISCELLANEOUS.

- a. In the event of any litigation between the parties under this Amended Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.
- b. Time shall be of the essence for each and every provision of this Amended Agreement.
- c. All exhibits attached to this Amended Agreement are incorporated in, and made a part of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Amended Agreement, for other good and valuable consideration, and intending to be legally bound, the CRA and the Grantee have executed this Amended Agreement.

[Signature pages to follow.]

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY, of the
City of Miami, a public agency and body corporate
created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: [Signature]
Todd B. Hannon
Clerk of the Board

By: [Signature]
Cornelius Shiver
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Allana R. Woods, Esq.
Staff Counsel

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: [Signature]
Ann-Marie Sharpe
Interim Director

WITNESSES:

By: [Signature]
Print: DIKKI KANCEY
By: [Signature]
Print: [Signature]

HARLEM SQUARE, LLC a Florida Limited Liability
Company ("Grantee"):

By: [Signature]
Mussaddiq Muhammad
Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: [Signature]
Leonardo D. Starke, Esq.
Legal Counsel

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

EXHIBIT "E"

Responsible Wages and Benefits Schedule

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2017

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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BRICKLAYERS

Bricklayer	\$ 18.93	\$ -	\$ -	\$ 18.93
Tile Setter	16.50	2.10	0.00	18.60

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes all work performed in the trade of brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, terrazzo work, tile layer's work, cement or concrete block laying and pointing, caulking, grouting and cleaning of the material used in this work, together with any and all materials, natural or artificial, rough or cultured; whether quarried, manufactured or any substitute or replacement thereof regardless of the method or manner of installation; precast erectors, pool specialist and roof deck applicators. Also includes the caulking of window frames encased in masonry on brick, stone or cement structure including all grinding and cutting out on such work. All cork installation and substitute thereof, where cement or other plastic materials are used, when such cork is installed in floors, wall, partitions, roofs and ceiling, including cutting of closures to fill out corners.

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC; waive responsible living wage rates)

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2017

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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CARPENTERS

Carpenter	\$ 22.50	\$ 4.15	\$ 4.00	\$ 30.65
Foreman (5 or more workers)	24.30	4.15	4.00	32.45
Foreman (12 or more workers)	25.20	4.15	4.00	33.35
General Foreman (2 or more foremen)	26.10	4.15	4.00	34.25

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	\$ 13.95	\$ 4.15	\$ 4.00	\$ 22.10
2nd 6 month period	15.08	4.15	4.00	23.23
3rd 6 month period	16.20	4.15	4.00	24.35
4th 6 month period	17.33	4.15	4.00	25.48
5th 6 month period	18.45	4.15	4.00	26.60
6th 6 month period	19.58	4.15	4.00	27.73
7th 6 month period	20.70	4.15	4.00	28.85
8th 6 month period	21.83	4.15	4.00	29.98

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Acoustic Ceilings

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum wall board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

Doors

The unloading, distribution and installation of all prefinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Install all hollow metal jambs and hardware on doors whether they be interior or exterior.

Floor Covering

Carpeting including all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying, stretching, repairing and installation, either by hand or power machine. The installation of resilient flooring to include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with linopaste, glue, mastic or substitute materials. All wood flooring, whether nailed or laid in mastic. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments. The sanding or refinishing of all wood floors either by hand or power machine.

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2017

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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CARPENTERS, Continued

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Furniture

The loading, unloading, handling, dismantling, distribution, erection, stockpiling, refurbishing, and installation of all modular and systems office furniture and all components parts, new and refurbished.

Lathing

The prefabricating, erecting, construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath to which plaster-type materials are applied; corner beads, arches erected for the purpose of holding plaster or cement.

The rigging, erecting, staying and fastening in any manner of all pre-cast aggregate panels of all types. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions for the receipt of metal lath, rock lath and all light iron when studs are to receive metal lath or rock lath for the application of plaster; and all other light iron furring erected to receive lath and plaster. The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hybrid and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster; the placing of all types of floor lath, such as hybrid lath, paperback steeltex floor lath, Penn metal rib, etc. The tying, nailing, clipping or fastening, mechanical or otherwise, of all types of lath regardless of size, such as wood lath, plasterboard, button board, flaxilium board, bishopric, celetex, gypsum lath, foam and Styrofoam, rock lath or any and all other types of material erected to receive or hold plaster. The erection of all metal plastering accessories such as metal corner beads and other plastering accessories which are covered and/or serve as a ground of screed for plaster.

Material Procedures

The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks. All power rigging and signaling of Carpenters' materials. The operation and maintenance of small air compressors generators, electric or gasoline power motors for the operation of woodworking machinery. The unloading, handling and distribution of materials erected and installed, by carpenters. All prefabricated, manufactured and finished materials regardless of packing, shall be unloaded distributed and installed by the Carpenters. This shall include, but not be limited to all forms, templates, bolt, cabinets and all materials normally installed by Carpenters. Underpinning, lagging, bracing, propping and shoring, raising and moving of all building structures of parts thereof by the use of jack, power rigging or other methods shall be the work. This includes the unloading and setting of modular units and all work related thereto. The assembly and erection of pole and pre-engineered buildings.

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§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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CARPENTERS, Continued

Railing

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Scaffolding

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Sink Tops and Cabinets

The unloading, distribution and installation of all sink tops, cabinets, hoods base and wall units.

Weather and Spray Protection

The fabrication, erection and removal of frames, enclosures of buildings or scaffoldings, the draping of tarps, of tarps, visqueen or similar coverings when secured by wire, nailing, bolting or clamps. The handling and setting up of all temporary enclosures.

Windows, Walls and Partitions

The installation, erection and/or application of all material component parts of wall and partitions regardless of all materials composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, Te-Blocking, resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied; laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work.

The erection of exterior metal studs and the installation windows metal or wood and those attached to metal studs.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used form sound of weatherproofing, the renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking, substitutes and all other caulking in connection there with, and the installation of chalkboards, cork and tack boards.

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 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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DRYWALL FINISHERS

Drywall (Hand Tools)	\$ 19.96	\$ 4.60	\$ 3.95	\$ 28.51
Drywall (Bazooka Box)	20.96	4.60	3.95	29.51

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	\$ 12.97	\$ 4.60	\$ 1.00	\$ 18.57
2nd 6 months	13.97	4.60	1.00	19.57
3rd 6 months	14.97	4.60	1.00	20.57
4th 6 months	15.97	4.60	1.00	21.57
5th 6 months	16.97	4.60	1.00	22.57
6th 6 months	17.96	4.60	1.00	23.56
7th and 8th 6 months	18.96	4.60	1.00	24.56

Per Hour Premiums:

- \$1.00 Chargeperson working up to 5 employees
- \$1.50 Chargeperson working 6 or more employees
- \$1.00 General Foreman above highest paid chargeperson

(1) Per hour health benefit includes hospitalization, medical, and life insurance

Scope of work under this trade includes but is not be limited to: the preparation or leveling of any surface or substrate which is to receive a coating, finishing and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surface for finishes. All stucco and dryvit systems.

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"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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ELECTRICAL WORKERS

Electrician - Wireman	\$ 31.61	\$ 6.85	\$ 4.58	\$ 43.04
Electrician - Cable Splicer	32.11	6.85	4.66	43.62
Welder	32.11	6.85	4.66	43.62
Foreman (2)	34.77	6.85	5.04	46.66
General Foreman (22 or more Electricians)	37.93	6.85	5.50	50.28

For projects awarded or bid prior to January 1, 2014 where the electrical portion of the contract is less than \$2 million.

Electrician - Wiremen	\$ 27.15	\$ 5.85	\$ 3.53	\$ 36.53
Foreman (2)	29.87	5.85	3.88	39.60
General Foreman (22 or more Electricians)	32.58	5.85	4.24	42.67

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First year	\$ 15.41	\$ 4.22	\$ 2.23	\$ 21.86
Second year	16.29	4.22	2.36	22.87
Third year	18.04	4.22	2.62	24.88
Fourth year	19.78	4.22	2.87	26.87
Fifth year	23.71	4.22	3.44	31.37

Add \$1.00 per hour to the per hour wage rate for electricians working in hazardous locations, above or below ground in high places such as silos, hangers, beacon lights, or other similar structures where a free fall of 30 feet or more is possible.

- (1) Per hour health benefit includes hospitalization, medical, and life insurance.
- (2) On any job where three (3) electricians are employed, one shall be designated foreman. One (1) additional electrician shall be designated foreman if there are 10-14 electricians, and one (1) additional for 15-21 electricians.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service; repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshow, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems, pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightning protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, Cable Splicer or Welders.

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

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ELECTRICAL WORKERS (ELECTRIC SIGN)

Electrician - Wireman	\$ 25.50	\$ 6.85	\$ 3.57	\$ 35.92
Foreman (2)	28.05	6.85	3.93	38.83

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First Period	\$ 14.39	\$ 4.22	\$ 2.01	\$ 20.62
Second Period	14.39	4.22	2.01	20.62
Third Period	15.20	4.22	2.13	21.55
Fourth Period	16.83	4.22	2.36	23.41
Fifth Period	18.46	4.22	2.58	25.26
Sixth Period	22.58	4.22	3.16	29.96

Add \$2.00 per hour to the per hour wage rate for Electrician working in high places, seventy-five feet (75') above the ground floor except safety-guarded swing stage, walkways, or 2 man remote baskets.

- (1) Per hour health benefit includes hospitalization, medical, and life insurance.
- (2) On any job where ten (10) Electricians are employed, one shall be designated foreman.

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxillary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentices to one to three (1- 3) Electricians.

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ELEVATOR CONSTRUCTORS

Mechanics	\$ 41.77	\$ 15.28	\$ 15.71	\$ 72.76
Mechanic In Charge	46.99	15.28	15.71	77.98

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

Probationary Apprentice/Helper (2)	\$ 20.89	\$ 15.28	\$ 15.71	\$ 51.88
First year	22.97	15.28	15.71	53.96
Second year	27.15	15.28	15.71	58.14
Third year & Helpers	29.24	15.28	15.71	60.23
Fourth year & Asst. Mechanics	33.42	15.28	15.71	64.41

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) Probationary Apprentice/Helper receive health and pension after 1st 6 months.

APPRENTICE RATIO: One (1) Apprentice to one (1) Mechanic.

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GLAZIERS

Glazier	\$ 16.89	\$ 2.69	\$ -	\$ 19.58
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Scope of work under this trade includes but is not limited to: (1) the installation, setting, cutting, preparing, fabricating, distribution, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, suspended glass systems, louvers, photovoltaic and other collections systems, skylights, entranceways including automatic doors, patio doors, store front, column covers, panels and panel systems, glass hand rails, decorative metals as part of the glazing systems for weatherproofing and structural reasons. Art glass, prim glass, beveled glass, leaded glass, automotive glass, protection glass, plate glass, window glass, all types of opaque glass, glass chalk boards, structural glass, tempered and laminated glass, Thiokol, neoprene, all types of insulating glass units, all plastics or other similar materials when used in place of glass to be set or glazed in its final resting place with or without putty, vinyl, molding, rubber, lead sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures.

(2) the installation of the above materials when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction;

(3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to all metals, plastic and vinyl, or materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, fascia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, skylights, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems;

(4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all the above;

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INSULATORS & ASBESTOS WORKERS

Insulators or Asbestos Workers	\$ 22.05	\$ 7.27	\$ 5.15	\$ 34.47
Foreman	22.55	7.27	5.15	34.97
General Foreman (15 or more workers)	23.55	7.27	5.15	35.97

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First year	\$ 13.89	\$ 7.27	\$ 5.15	\$ 26.31
Second year	15.43	7.27	5.15	27.85
Third year	17.64	7.27	5.15	30.06
Fourth year	19.84	7.27	5.15	32.26
Improvers	12.56	0.00	0.00	12.56

Per Hour Premiums:

\$0.25 for time spent in or on a boatswain chair or swinging scaffold, suspended by caple or ropes.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the preparation, fabrication, application, alteration, erection, assembling molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal, insulation with such materials as may be specified when these materials are to be installed for thermal, fireproofing and acoustical purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats equipment, or on any cold or hot surfaces for the purpose of thermal control.

Preparation and application of all exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises and all other such work for the purpose of thermal control. All exterior material, excluding factory applied for the purpose of weatherproofing or protection, etc, shall be prepared and applied by the Asbestos Workers. This is also to include all labor connected with the handling and distribution of thermal insulation materials on the job premises.

It shall also includes fire stopping or fireproofing technicians, & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: inlumescent firestop sealant, inlumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on job premises.

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INSULATORS & ASBESTOS WORKERS, Continued

The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke, or other gases. The application include all components involved in creating the rated barrier at perimeter slab edges and cavities, the head of gypsum board or concrete walls, joins between rated wall or floor components, and sealing of penetrating items and blank openings.

The unloading and distribution on the job site of all insulation material and related material and equipment, the assembling, dismantling of scaffolding and clean up when necessary.

APPRENTICE/IMPROVER RATIO: One (1) Apprentice/Improver to two (2) Insulators or Asbestos Workers. A one (1) to one (1) ratio is permitted on overtime hours on job sites requiring the work of only two (2) men. For duct work jobs three (3) Apprentices to (1) Insulator or Asbestos Worker.

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

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IRONWORKERS

Ironworkers	\$ 24.51	\$ 5.00	\$ 3.38	\$ 32.89
Foreman (2)	26.96	5.00	3.38	35.34
General Foreman (2)	29.41	5.00	3.38	37.79

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months - 800 Hours	\$ 12.26	\$ 5.00	\$ -	\$ 17.26
2nd 6 months - 800 Hours	13.48	5.00	-	18.48
3rd 6 months - 800 Hours	14.71	5.00	-	19.71
4th 6 months - 800 Hours	15.93	5.00	-	20.93
5th 6 months - 800 Hours	17.16	5.00	-	22.16
6th 6 months - 800 Hours	18.38	5.00	-	23.38
7th 6 months - 800 Hours	19.61	5.00	-	24.61
8th 6 months - 800 Hours	20.83	5.00	-	25.83

Per Hour Premiums:

Diving Pay add \$40.00 rental plus \$5.00 to the Ironworker's wage rate.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a

Scope of work under this trade includes but is not be limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs - joist - decking, curtains and window walls, storefronts - windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens - fences, tilt walls - precast - stone, space frames - skylights, pre-engineered metal buildings, cladding covers (all types) column covers (all types), towers - cranes - hoists, standing seam metal roofs, handrails - rails (all types), rigging - welding, conveyors - erectors and maintenance, glazing - caulking - sealants and louvers -fixed.

APPRENTICE RATIO: One (1) Apprentice to four (4) Ironworkers.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.

LABORERS

Laborer	\$ 15.00	\$ 3.00	\$ 1.92	\$ 19.92
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Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	\$ 12.00	\$ 3.00	\$ 1.92	\$ 16.92
2nd 6 month period	12.75	3.00	1.92	17.67
3rd 6 month period	13.50	3.00	1.92	18.42
4th 6 month period	14.25	3.00	1.92	19.17

Per Hour Premiums:

Laborer Foremen (4 or more laborers) - \$1.00 per hour on top of the highest paid laborers

General Foreman (15 or more laborers) - \$ 1.50 per hour on top of the highest paid laborers

\$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

\$2.50 Form Builders and Setters, Plaster and Concrete Finish and Repair, Water Sewer and Storm Drain Pipelayers, Asbestos Removal, Hazardous Waste and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T.V. crew should be classified and paid as laborer. The CCTV Operator should receive the \$2.50 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vector Trucks Operator is listed under the Operating Engineers Wage Schedule.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and dearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the type of work being performed without regard to skill.

LABORERS, Continued

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Erection, dismantling and/or re-installation of all fences.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading and Landscaping of all sites for all purposes; and Wrecking.

Construction Cleaners, Janitors, Fire Watchers, Hole Watchers, Material Handlers, Graders and Excavators, Escorts and Equipment Monitors, Decontamination Workers, Flaggers and Landscapers, Guardrail and Fence Erectors.

APPRENTICE RATIO: One (1) Apprentice to three (3) Laborers.

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS

Millwrights, Machinery Erectors	\$ 30.23	\$ 4.15	\$ 9.15	\$ 43.53
Diver (2)	\$ 36.52	\$ 4.15	\$ 9.15	\$ 49.82

Per Hour Premiums:

- \$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)
- \$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman)

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st Year	\$ 19.65	\$ 4.15	\$ 9.15	\$ 32.95
2nd Year	22.67	4.15	9.15	35.97
3rd Year	25.70	4.15	9.15	39.00
4th Year	28.72	4.15	9.15	42.02

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Diver classification applies to any Millwright that performs work beneath the water surface.

Scope of work under this trade includes but is not be limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

Diver classification applies to any Millwright that performs work beneath the water surface.

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OPERATING ENGINEERS				
Group I All Cranes Over 15 Tons Capacity Mechanic I	\$ 32.05	\$ 4.20	\$ 4.50	\$ 40.75
Group I-A All Cranes 160 Ton Capacity & Over	\$ 33.05	\$ 4.20	\$ 4.50	\$ 41.75
Group I-B Oiler/Driver/Flagman	\$ 23.50	\$ 4.20	\$ 4.50	\$ 32.20
Group II Concrete Placing Booms Concrete Pump, Truck Mounted Dragline Drill Rig, Truck Mounted, Watson Class Grader	\$ 29.00	\$ 4.20	\$ 4.50	\$ 37.70
Group IV Dozer Drill Rig, Truck Mounted (Sterling Class) Gradall Front-End Loader Backhoe-Loader Combination Track Hoe/Excavator Skid Steer/Bobcat Pavement Breakers Straddle Buggy/Travel Lift Trenching Machine Mechanic II Welder	\$ 23.75	\$ 4.20	\$ 4.50	\$ 32.45
Group V Batching Plant Boring Machine Concrete Pump, Trailer Mounted Forklift Hoists (Electric, Hydraulic, Air) Personnel, Material, Tugger Inside Elevators, Temporary Only Spreading/Finishing Machine	\$ 23.25	\$ 4.20	\$ 4.50	\$ 31.95

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OPERATING ENGINEERS, Continued				
Group VI	\$ 22.10	\$ 4.20	\$ 4.50	\$ 30.80
Compressor, Above 250 CFM				
Utility Operator				
Less than Six (6) pieces of				
Miscellaneous Equipment				
Driver, Miscellaneous Trucks				
Pumps/Dewatering Systems (4 Inch and Over)				
Roller				
Scraper				
Off-Road Trucks				
Tractors				
Welding Machines, 3 or More				
Group VII	\$ 22.75	\$ 4.20	\$ 4.50	\$ 31.45
Oiler, Crawler Crane				
Mechanic's Helper				
Davis Bacon				
Vactor Truck	\$ 14.21	\$ -	\$ -	\$ 14.21

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	\$ 13.06	\$ 4.20	\$ 4.50	\$ 21.76
2nd 6 months	14.37	4.20	4.50	23.07
3rd 6 months	15.68	4.20	4.50	24.38
4th 6 months	16.98	4.20	4.50	25.68
5th 6 months	18.29	4.20	4.50	26.99
6th 6 months	19.60	4.20	4.50	28.30
7th 6 months	20.90	4.20	4.50	29.60
8th 6 months	22.21	4.20	4.50	30.91

APPRENTICE RATIO: Three (3) Apprentices to one (1) Operator. Apprentices must be under the supervision of a Oper

(1) Per hour health benefit includes hospitalization, medical and life insurance.

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PAINTERS/WALL COVERING INSTALLATIONS

Painter - Commercial	\$ 16.21	\$ 4.30	\$ 3.93	\$ 24.44
Painter - Industrial	20.21	4.60	4.03	28.84

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	\$ 10.54	\$ 4.30	\$ 1.00	\$ 15.84
2nd 6 months	11.35	4.30	1.00	16.65
3rd 6 months	12.16	4.30	1.00	17.46
4th 6 months	12.97	4.30	1.00	18.27
5th 6 months	13.78	4.30	1.00	19.08
6th 6 months	14.59	4.30	1.00	19.89
7th and 8th 6 months	15.40	4.30	1.00	20.70

Per Hour Premiums:

\$1.00 Swing-Stage

\$2.00 Thermal-Spary/Metalizing

\$1.00 Charge person working up to 5 employees

\$1.50 Charge person working 6 or more employees

\$1.00 General Foreman above highest paid charge person

\$.50 Apprentices - steel, swing/stage, tanks, lead/asbestos abatement, power facilities, catalyzed epoxies, urethanes, HIPAC coatings

Highway/Parking Lot Striping Only

Painter (Highway/Parking Lot Striper)	\$ 12.13	\$ -	\$ -	\$ 12.13
Operator (Spray Nozzleman)	\$ 11.16	\$ -	\$ -	\$ 11.16

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems;

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PAINTERS/WALL COVERING INSTALLATIONS, Continued

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

WALL COVERING INSTALLATIONS

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

APPRENTICE RATIO: One (1) Apprentice to three (3) Painters/Wall Covering Installers.

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS

Piledrivers and Bridge Carpenters	\$ 25.20	\$ 3.51	\$ 6.35	\$ 35.06
Foreman (3 or less workers)	28.70	3.51	6.35	38.56

Divers (Wet days up to 59' or Dry days)	\$ 29.65	\$ 3.51	\$ 6.35	\$ 39.51
Diver Tenders	\$ 29.65	\$ 3.51	\$ 6.35	\$ 39.51

Foremen (10 or less) - \$2.00 per hour over the Divers rate

Foreman (11 or more workers) - \$ 4.00 per hour over the Diver rate

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of \$1.00 per hour/ per foot per day for (60'-100'). Over 100' will be negotiated between the diver and the employer.

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of \$2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of \$1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: \$1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st year	\$ 15.12	\$ 3.51	\$ 6.35	\$ 24.98
2nd year	17.64	3.51	6.35	27.50
3rd year	20.16	3.51	6.35	30.02
4th year	22.68	3.51	6.35	32.54

Per Hour Premiums:

\$0.50 Certified Welders

(1) Per hour health benefit Includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signalling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pillings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles;

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augered, pre-augered or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of walling, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite.

Diving: shall be defined as any work performed beneath the water surface, which require individual external life support systems for safe and efficient performance. All underwater construction and reconstruction and the salvage of, and removing of, underwater structures; underwater inspection and repair of hulls, docks, bridges and dams, underwater pipelines, sewages and water systems, underwater suction and discharge lines such as those used at chemical plants, pull mills, and desalination plants; inspecting, surveying, removing, rescuing, and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms permanent or temporary, including all offshore floating drill rights and offshore jack up platforms; all underwater work on pipelines and hookups including oil, gas, water sewage systems; the laying of under water power and telephone cables; offshore marine mining and dredging operations using divers in any phase of tier work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

APPRENTICE RATIO: One (1) Apprentice to three (3) Piledrivers or Bridge Carpenters.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION

R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS

Pipefitter, Air Conditioning & Refrigeration	\$ 18.65	\$ 7.10	\$ 1.00	\$ 26.75
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R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP TO 50 TONS

Pipefitter, Air Conditioning & Refrigeration	\$ 22.02	\$ 7.10	\$ 4.00	\$ 33.12
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R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS

Pipefitter, Air Conditioning & Refrigeration	\$ 27.08	\$ 7.35	\$ 4.60	\$ 39.03
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R-1 COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS

Pipefitter, Air Conditioning & Refrigeration	\$ 33.83	\$ 7.35	\$ 4.95	\$ 46.13
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Foreman (2)	\$ 38.89	\$ 7.35	\$ 4.95	\$ 51.19
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General Foreman	\$ 42.26	\$ 7.35	\$ 4.95	\$ 54.56
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Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First Year (without license)	\$ 14.45	\$ -	\$ 0.35	\$ 14.80
First Year (with license)	\$ 15.45	\$ -	\$ 0.35	\$ 15.80
Second year (without license)	15.85	5.70	0.35	21.90
Second year (with license)	16.85	5.70	0.35	22.90
Third year (without license)	18.65	5.70	0.35	24.70
Third year (with license)	19.65	5.70	0.35	25.70
Fourth year (without license)	20.34	5.70	3.29	29.33
Fourth year (with license)	21.34	5.70	3.29	30.33
Fifth year (without license)	25.40	6.15	3.45	35.00
Fifth year (with license)	26.40	6.15	3.45	36.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Foreman required for 5 or more workers; also required on all jobs 150 tons or over. A foreman may supervise up to 9 Pipefitter, Air Conditioning & Refrigeration Workers.

(3) General Foreman required when 3 foreman are required.

Scope of work under this trade includes but is not be limited to: All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The installation and service of all circulating water lines when used for the distribution of heat and heat transfer equipment on ornamental pools, commercial and residential pools and spas, display fountains and aquariums.

All piping, handling and setting of equipment in connection with central distributing filtration treatment stations, boosting stations, water treatment, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling tanks, aeration basins or tanks and lift stations. (This applies to public work when installed or serviced and would apply to private work after its completion and or under public operation.)

The handling, assembling and erecting of all economizers, super heaters, regardless of mode or method of making joints, hangers and erection of same, when used in connection with the pipefitting industry.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc., when in connection with the pipefitting industry.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same when used in connection with the pipefitting industry.

The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc., when used in connection with the pipefitting industry.

Make-up water supply from main to equipment installed by Pipefitters.

All meters for measuring a volume of any substance, when used in connection with the pipefitting industry.

The setting and hanging of all units or fixtures for ice making when unit must be assembled before operation. (Shipping bolts, grids and other parts are to be removed or put in place.)

All solar systems, piping and collectors of every description when used in connection with the pipefitting industry.

The installation and service of hydraulic or pneumatic door openers when in connection with industrial, manufacturing and commercial applications. Airports included.

All gas piping from the main to the meter. All distribution lines.

The assembling, erecting, handling and setting of tanks used in connection with the pipefitting industry.

The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices, when used in connection with the pipefitting industry.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.

The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto, when used in connection with the pipefitting industry.

Installations of drain lines from equipment installed by pipefitters where drain lines drop to a safe waste, floor drain, roof, or any open fixture and where drain lines are not directly connected to a sanitary system.

Recovery condensate systems in their entirety.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformer and piping to switches of every description.

The installation and service of vacuum cleaning equipment and piping when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.

The installation and service of oxygen systems when used in connection with manufacturing, commercial & industrial application.

All sheet lead lining for tanks or vats for all purpose, when in the category of industrial work.

All piping for railing work and racks of every description, whether screwed or welded when assigned by the Contractor.

All power plant piping of every description, as it applies to the pipefitting industry.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The unloading, handling and setting of all sterilizers, laundry and cleaning equipment will be done by composite crew. Steam and oil lines will be done by this trade classification.

Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method, when used in connection with the pipefitting industry.

All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints used in connection with the pipefitting industry.

The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting industry. Hangers, supports, brackets requiring off site fabrication may be purchased from miscellaneous metal or structural steel fabricators.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in connection with the pipefitting industry.

The operation, maintenance, repairing, servicing, test and balance, and dismantling of all work installed by this trade classification.

All soot blowers and soot collecting piping systems, when used in, connection with the pipefitting industry.

All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and by products and refining of same, when used in connection with the pipefitting industry.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc., when used in connection with the pipefitting industry.

All pneumatic transit tube work and all piping for carrying systems by vacuum.

All process piping and equipment for refining, manufacturing, and industrial purposes.

The installation and service of all piping systems and equipment with grease pressure lubricating and hydraulic lifts in connection with industrial manufacturing, commercial and maintenance facilities applications (excluding schools). Service station installations optional pertaining to grease pressure and hydraulic lift installations until assigned.

The installation of all related piping, fuel storage tanks and exhaust piping for emergency generators, manufacturing plants, airports, post offices and industrial applications.

The installation and service of all air piping and related equipment in connection with manufacturing plants, industrial, airports, post offices, etc.

The installation and service of all fuel oil, gasoline and cleaning solvent piping and related equipment in connection with manufacturing plants, industrial, airports, post offices. Maintenance facilities and service stations optional until assigned.

The installation and service of all oxygen and acetylene piping systems and related equipment in connection with manufacturing plants or remote distribution systems and industrial applications. Maintenance facilities and service stations optional until assigned.

The setting, erecting and piping of all cooling towers and evaporative condensers.

All work related to the removal and replacement of CFC Refrigerants as mandated by the federal, state and local laws.

All work done in the pipefitter industry to comply with any environmental rules or regulations as set forth by federal, state, or local governments.

Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by qualified Employees under this trade classification.

The operation of pumps, air compressors and welding machines when used in conjunction with work covered by the pipefitters, shall be done by this trade classification.

The testing and balancing of all piping systems or component parts thereof and solar systems, shall be done by this trade classification.

Temporary mechanical equipment and air conditioning systems shall be installed and serviced by this trade classification.

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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION, Continued

The unloading and handling from curbside delivery, all equipment (including cooling towers) materials, the erection, installation of all tubing and piping, the setting and hanging of all units and fixtures which are included and necessary to make and complete an air conditioning, refrigeration, heating, piping installation, and solar installation, including the charging, testing, air and water balancing, servicing and maintenance of same and warranty of same.

APPRENTICE RATIO: One (1) Apprentice to one (1) Pipefitter, Air Conditioning & Refrigeration Worker.

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PLASTERERS AND CEMENT MASONS

Plasterers	\$ 15.05	\$ -	\$ -	\$ 15.05
Cement Mason/Concrete Finisher	11.13	-	-	11.13

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work shall consist of any and all plastering and Concrete finishing.

Scope of work under the plastering trade includes but is not limited to the application of any type of lathing, scratch and finishing with the entire plastering industry, Stucco, EIFS, Synthetics, etc.

Scope of work under the Cement Mason Finishers trade includes but is not limited to: the set-up and finish of any type of concrete including but not limited to, curb and gutter, steps, man-holes, flatwork, slabs structures, and all types of decorative concrete, including all types of stamp concrete, saw cut designs and color chemical (acid) stains.

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PLUMBERS

Plumbers	\$ 28.08	\$ 5.30	\$ 3.74	\$ 37.12
Foremen (10 or more employees)	32.40	5.30	3.74	41.44
General Foremen (16 or more employees)	35.29	5.30	3.74	44.33

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st year	\$ 12.64	\$ 2.18	\$ -	\$ 14.82
2nd year	14.44	3.55	0.50	18.49
3rd year	16.48	3.67	0.68	20.83
4th year	18.52	3.79	0.68	22.99
5th year	21.06	3.41	0.68	25.15

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not be limited to: the installation of appliances, piping and plumbing fixtures to be done by plumbers, plumbers apprentices and apprentice applicants. All job site unloading from tailgate and after, all of the handling and rigging of materials, fixtures, appliances having waste, water or gas connections, tools and equipment, for use in the work covered shall be done by plumbers, plumbers apprentices and apprentice applicants. Also included, where required, cement under tubs and all cementing of pipe supports and columns for piping systems. All filling and testing fixtures and pipes as required, including the layout and hook-up of water hoses for tests. Additionally where required: covering of fixtures for protection, grouting of all fixtures and cementing of all plumbing pipe chases and sleeves.

Plumber shall mean any person employed by a firm or corporation lawfully licensed to contract for and install work covered by the Plumbing Code of Miami-Dade County. The scope of work shall be, but not limited to as follows: All piping, setting and hanging of all units and fixtures for plumbing systems, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment. All piping in connection with central distributing filtration treatment stations, boosting stations, water and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basin, filter basins, settling basins, and aeration basins or tanks and lift stations on private property.

All potable water mains for whatever source, including branches and fire hydrants, etc. All potable water services from mains to buildings, including water meters and water meter foundations. All piping for potable water filters, water softeners, water meters and the setting of the same. All meters for measuring a volume of any substance, when used in connection with the plumbing industry. The laying out and cutting of holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports and boxes used in connection with the plumbing industry. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and material used in connection with plumbing. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method, when used in connection with the plumbing industry.

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PLUMBERS, Continued

Prepare and grade trenches either manually or with machines in connection with the plumbing. The setting and hanging of all units or fixtures for ice making when units are complete and ready for operation. All Solar systems, piping and collectors of every description when used. All gas piping on the building side of meter, all piping of air systems including the assembling, erecting, handling and setting of all equipment used in the systems. The assembling, erecting, handling and setting of tanks, piping of instruments, measuring devices, thermostatic controls, gauges boards and other controls, oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto. Installation of drain lines from equipment installed by pipefitters where directly connected to a sanitary system and condensate drain as part of system.

Down spouts and drainage area soil pipes, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, air conditioning and heating drain directly connected to storm drains and condensation systems. The installation and service of vacuum cleaning equipment and piping, vacuum systems and the installation and service of oxygen systems. All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked, expanded and rolled joints, or any other mode or method of making joints in connection with the plumbing industry.

Inspections of sewer lines for leak and damages through the use of video camera inspections and the repairing of any leaks or replacing pipes.

Smoke testing on sanitary piping systems and the repairing of damaged pipes; domestic water piping, reclaim water and irrigation water distribution; water pipe locating and leak detection and repairs of all water services, water distribution, irrigation and reclaim water piping.

All reclaim water systems and water harvesting systems installed and maintained by the plumbers including underground tank, above ground tanks, pumps and filters and filtering systems.

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ROOFERS

Rofer (Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs)	\$ 13.59	\$ -	\$ -	\$ 13.59
Rofer: Metal Roof	\$ 17.10	\$ -	\$ -	\$ 17.10

Scope of work under this trade includes but is not be limited to: Slate and tile roofers shall do all work on the following: All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make watertight. All file where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing to make watertight. All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight. All cementing in, or around said slate or tile roof. All laying of felt or paper beneath the above mentioned work. All dressing, punching and cutting of all roof slate or tile. All operation of slate cutting punching machinery. All substitute material taking the place of slate or tile, as asbestos, slate or tile, cement or composition tile, excepting shingles of wood or metal file. All removal of slate or file roofing as defined above where the same is to be re-laid.

Composition roofers shall do all work on the following: All forms of plastic, slate, slag and gravel roofing. All kinds of asphalt and composition roofing. All rock asphalt and composition roofing. All rock asphalt mastic when used for damp and waterproofing. All prepared paper roofing. All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating. All damp resisting preparations when applied with a mop, three-knot brush, roller, swab or spray system in or outside of building. All damp course, sheeting or coating on all foundation work. All tarred floors. All laying of tile or brick, when laid in pitch tar, asphalt mastic, marmolite, or any form bitumen. All forms of insulation used as a part of or in connection with roofing, waterproofing or damp proofing.

All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether singly or multi-ply. These shall include but not be limited to: PVC (polyvinyl chloride systems), Butyl Rubber, EPDM (ethylene propylene diene monomer), PIB (polyisobutylene), CPE (chlorosulfonated polyethylene), ECB (ethylene-copolymer-bitumen and anthracite dusts.) Also know as modified or plasticized asphalt. MI insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives. All types of aggregates, blocks, bricks or stones used to ballast these elasto-plastic systems. All types of aggregates, blocks or stones used as a ballast for Inverted Roofing Membrane Assembly. (IRMA) roofs or roofs of similar construction where insulation is laid over the roofing membrane. All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water tightness. All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.

All sheet-type elasto-plastic systems, whether single or multi-ply for waterproofing either inside or multi-ply for waterproofing either inside or outside of a building. All priming of surfaces to be roofed, damp or waterproofed, whether done by roller, mop, swap, three-knot brush, or spray systems. All types of pre-formed panels used in waterproofing (Volclay, etc.) All applications of protection board to prevent, damage to the damp proofing or waterproofing membrane by other crafts or during backfilling operations. All handling of roofing, damp and waterproofing materials. All hoisting of roofing, damp and waterproofing materials. All types of spray- in place foams, such as urethane or polyurethane, and the coatings that are applied over them.

All types of restaurant, coatings, mastics and toppings when used for roof maintenance and repairs.

All tear-off and/or removal (of any type of roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be re-laid.

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SHEET METAL WORKERS

Commercial

Sheet Metal Workers	\$ 24.00	\$ 5.50	\$ 6.63	\$ 36.13
Foremen (4 - 10 workers)	26.40	5.50	6.63	38.53
General Foremen (2 or more Foremen)	27.60	5.50	6.63	39.73

Industrial

Sheet Metal Workers	\$ 30.96	\$ 5.50	\$ 6.63	\$ 43.09
Foremen (4 - 10 workers)	35.60	5.50	6.63	47.73
General Foremen (2 or more Foremen)	37.15	5.50	6.63	49.28

Industrial Rate are used for Garbage Disposal and Water & Sewer Treatment Plants.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	\$ 12.00	\$ 5.50	\$ 3.32	\$ 20.82
2nd 6 months	13.20	5.50	3.65	22.35
3rd 6 months	14.40	5.50	3.98	23.88
4th 6 months	15.60	5.50	4.31	25.41
5th 6 months	16.80	5.50	4.64	26.94
6th 6 months	18.00	5.50	4.98	28.48
7th 6 months	19.20	5.50	5.30	30.00
8th 6 months	20.40	5.50	5.64	31.54

(1) Per hour health benefit includes hospitalization, medical, dental, and life insurance.

Scope of work under this trade includes but is not be limited to: (a) manufacture, fabrication, assembling, handling, erection, installations, dismantling, conditioning, adjustment, alteration, repairing and serving of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems and air-handling systems regardless of materials used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and, (e) installation of proprietary and non proprietary metal roofing.

APPRENTICE RATIO: three (3) Apprentices to three (3) Sheet metal Workers.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2017

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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SPRINKLER FITTERS

Low Commercial: Construction up to 12 stories and all warehouses with unlimited areas.

Sprinkler Fitters	\$ 25.73	\$ 9.07	\$ 8.70	\$ 43.50
Foremen (4 or less workers)	27.48	9.07	8.70	45.25
Foremen (5 or more workers)	27.98	9.07	8.70	45.75
General Foreman (15 or more workers)	29.98	9.07	8.70	47.75

Commercial: Construction 13 stories or more.

Sprinkler Fitters	\$ 26.98	\$ 9.07	\$ 8.70	\$ 44.75
Foremen (4 or less workers)	28.73	9.07	8.70	46.50
Foremen (5 or more workers)	29.23	9.07	8.70	47.00
General Foreman (15 or more workers)	31.23	9.07	8.70	49.00

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st year	\$ 13.49	\$ 9.07	\$ 1.25	\$ 23.81
2nd year	14.84	9.07	1.38	25.29
3rd year	16.19	9.07	1.63	26.88
4th year	19.30	9.07	8.08	36.45
5th year	21.87	9.07	8.33	39.27

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not be limited to: the installation of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping and tubing appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, hose houses and hydrants, standpipes and hose connections with sprinkler and alarm systems, also all tanks and pumps connected thereto, but excluding steam fire protection systems. Also, included shall be CO2 and Cardox systems and detection systems, mulsifyre, fog and fog foam, also dry chemical systems.

APPRENTICE RATIO: One (1) Apprentice for every two (2) Sprinkler Fitters.

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2017

"BUILDING CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

**Internal Services Department
 Small Business Development Division
 The Stephen P. Clark Center
 111 N.W. 1st Street - 19th Floor
 Miami, Florida 33128-1906
 Phone Number: (305) 375-3111
 Fax Number: (305) 375-3160**

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

EXHIBIT "F"

Insurance Requirements

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

I. INSURANCE REQUIREMENTS FOR GRANTEE

A. **COMMERCIAL GENERAL LIABILITY (CGL)** with the minimum limits of *One Million Dollars (\$1,000,000.00)* for each occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, with a general aggregate limit of *Two Million Dollars (\$2,000,000.00)*. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1. **Products and/or Completed Operations** for contracts with an Aggregate Limit of *One Million Dollars (\$1,000,000.00)* per project.

2. **Personal and Advertising Injury** with an aggregate limit of *One Million Dollars (\$1,000,000)*.

3. **Additional Endorsements:**

- a. Premises and Operations Liability
- b. Contingent and Contractual Liability
- c. Explosive, Collapse, and Underground Hazard

4. **Additional Insureds:** The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

- a. City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

B. **BUSINESS AUTOMOBILE LIABILITY** with the minimum limits of *One Million Dollars (\$1,000,000.00)* per occurrence combined single limit for Bodily Injury and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1. Any Auto, Owned Autos, Scheduled Autos, including Hired, Borrowed or Non-Owned Autos

2. **Additional Insureds:** The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

- a. City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

C. WORKER'S COMPENSATION (if applicable) insurance for the payment of compensation and other benefits in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, and all applicable federal laws, for the coverage of occupational injury or disease suffered by Grantee's employees. Additionally, the policy(ies) must include a waiver of subrogation.

D. EMPLOYER'S LIABILITY shall be provided in amounts not less than *One Million Dollars (\$1,000,000.00)* per accident for bodily injury caused by an accident; *One Million Dollars (\$1,000,000.00)* for each employee for bodily injury caused by disease; and *One Million Dollars (\$1,000,000.00)* policy limit for bodily injury caused by disease.

E. UMBRELLA POLICY (EXCESS FOLLOWING FORM/TRUE EXCESS FOLLOWING FORM/TRUE UMBRELLA). Said policy shall be for Bodily Injury and Property Damage liability with limits of *One Million Dollars (\$1,000,000.00)* for each occurrence and an aggregate limit of *One Million Dollars (\$1,000,000.00)*. Said policy shall also include excess coverage over the policies for Commercial General Liability, Business Automobile Liability, and Employer's Liability. The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

- a. City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

F. CONDITIONS. The above policies shall provide the CRA and the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration. The required Certificates of Insurance referenced above

shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

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

The CRA's Risk Administrator or his/her authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the design build firm or applicable subcontractor. The Grantee shall comply with such requests unless the insurance coverage is not then readily available in the national market. An additive or deductive change order will be issued to adjust the construction costs of the design build contract value as necessary. For insurance bonding issues and decisions, the CRA shall act through its Risk Administrator (unless otherwise stated).

I. INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE – CONSTRUCTION PHASE

A. COMMERCIAL GENERAL LIABILITY (CGL) with the minimum limits of *One Million Dollars (\$1,000,000.00)* for each occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, with a general aggregate limit of *Two Million Dollars (\$2,000,000.00)*. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1. **Products and/or Completed Operations** for contracts with an Aggregate Limit of *One Million Dollars (\$1,000,000.00)* per project.

2. **Personal and Advertising Injury** with an aggregate limit of *One Million Dollars (\$1,000,000)*.

3. **Additional Endorsements:**

- a. Premises and Operations Liability
- b. Contingent and Contractual Liability
- c. Explosive, Collapse, and Underground Hazard

4. **Additional Insureds:** The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

- a. City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

B. BUSINESS AUTOMOBILE LIABILITY with the minimum limits of *One Million Dollars (\$1,000,000.00)* per occurrence combined single limit for Bodily Injury and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1. Any Auto, Owned Autos, Scheduled Autos, including Hired, Borrowed or Non-Owned Autos

2. **Additional Insureds:** The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

- a. City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

C. WORKER'S COMPENSATION (if applicable) insurance for the payment of compensation and other benefits in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, and all applicable federal laws, for the coverage of occupational injury or disease suffered by Grantee's employees. Additionally, the policy(ies) must include a waiver of subrogation.

D. EMPLOYER'S LIABILITY shall be provided in amounts not less than *One Million Dollars (\$1,000,000.00)* per accident for bodily injury caused by an accident; *One Million Dollars (\$1,000,000.00)* for each employee for bodily injury caused by disease; and *One Million Dollars (\$1,000,000.00)* policy limit for bodily injury caused by disease.

E. UMBRELLA POLICY (EXCESS FOLLOWING FORM/TRUE EXCESS FOLLOWING FORM/TRUE UMBRELLA). Said policy shall be for Bodily Injury and Property Damage liability with limits of *Two Million Dollars (\$2,000,000.00)* for each occurrence and an aggregate limit of *Two Million Dollars (\$2,000,000.00)*. Said policy shall also include excess coverage over the policies for Commercial General Liability, Business Automobile Liability, and Employer's Liability. The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

- a. City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

G. BUILDER'S RISK insurance covering interests of the CRA, the Grantee, individual property owners, the design build firm, and subcontractors in the construction work

then being performed on the Project. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage, including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the construction work then being performed for all perils, and *5% of wind damage, including flood damage, Twenty Five Thousand Dollars (\$25,000)* for AOP coverage extensions included for each occurrence, which will be the responsibility of the design builder. The Builders Risk insurance shall be maintained until final acceptance of the work by the CRA. The Builders Risk insurance shall be written in the amount of the *completed value* of the construction costs of the Project, within no coinsurance provisions. The Builders Risk insurance shall be primary insurance with respect to the CRA. Any insurance, self-insurance, or insurance pool coverage maintained by the CRA shall be excess of the design builder's insurance and shall not contribute with it. The following must each be included as additional insureds/loss payees on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage. The Grantee shall require the design build firm to furnish a certificate of insurance evidencing said coverage within fifteen (15) calendar days of beginning construction.

- a. City of Miami
444 SW 2nd Avenue
Miami, Florida 33130
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida 33136

H. OWNERS AND CONTRACTOR'S PROTECTIVE with the minimum limits of *One Million Dollars (\$1,000,000.00)* for each occurrence, with a general aggregate limit of *One Million Dollars (\$1,000,000.00)*.

I. CONDITIONS. The above policies shall provide the CRA and the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration. The required Certificates of Insurance referenced above shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

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

The CRA's Risk Administrator or his/her authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the design build firm or applicable subcontractor. The Grantee shall comply with such requests unless the insurance coverage is not then readily available in the national market. An additive or deductive change order will be issued to adjust the construction costs of the design build contract value as necessary. For insurance bonding issues and decisions, the CRA shall act through its Risk Administrator (unless otherwise stated).

EXHIBIT "G"

Payment Bond and Performance Bond

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal (hereinafter referred to as "Contractor", and _____, as Surety (hereinafter referred to as "Surety"), are bound to the _____ (hereinafter referred to as "Obligee"), in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Contractor has entered, or is about to enter into a certain written contract with the Obligee, dated the _____ day of _____, 20____, which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Obligee all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Obligee sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2)

have been given.

2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95.11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

Signed and Sealed in the Presence of:

By: _____ (SEAL)

[Corporate Title]

(Principal Place of Business Address)

Signed and Sealed in the Presence of:

[Name of SURETY]

[Attorney-in-Fact for SURETY]

By: _____

(Principal Place of Business Address)
[Name of PRINCIPAL]

Note: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for surety company must be attached.

Surety must be licensed to transact business in the State of Florida.

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

DUAL OBLIGEE RIDER
(Payment Bond)

To be attached to and form part of Payment Bond No. _____, executed concurrently with this rider, it is agreed that:

_____, Surety and _____, Principal, for valuable consideration, hereby agree that the Payment Bond executed in favor of the _____ Obligee, in connection with a _____ contract for:

which bond and contract are made a part of hereof by reference, shall now include as an additional Obligees: SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, 819 N.W. 2nd Avenue, 3rd Floor, Miami, FL 33136 and THE CITY OF MIAMI, 444 S.W. 2nd Avenue, Miami, FL 33130 (Dual Obligee).

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to both Obligees for more than the penal sum of its Payment Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly to both.

WITNESS the following signatures and seals this _____ of _____ 20_____.

(Surety)
By: _____

Attest: _____

By: _____
(Principal)

Attest: _____

By: _____
(Obligee)

Attest: _____

By: _____
(Dual Obligee)

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

FORM OF PERFORMANCE BOND

BY THIS BOND, We _____, as Principal (hereinafter referred to as "Contractor"), and _____, as Surety (hereinafter referred to as "Surety"), are bound to _____ (hereinafter referred to as "Obligee"), in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Contractor has entered, or is about to enter into a certain written contract with the Obligee, dated the _____ day of _____, 20____, which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Obligee for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Obligee all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Obligee sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor shall be, and declared by Obligee to be, in default under the Contract, Obligee having performed Obligee obligations hereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or
 - 4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if Obligee elects, upon determination by Obligee and Surety jointly of the lowest responsible Bidder, arrange for a contract

between such Bidder and Obligees, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Obligees to Contractor under the Contract and any amendments thereto, less the amount properly paid by Obligees to Contractor.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SURETY'S OBLIGATIONS HEREUNDER INCLUDE, BUT ARE NOT LIMITED TO, THE OBLIGATION TO PAY ANY AND ALL LIQUIDATED DAMAGES FOR DELAY OR ACTUAL DAMAGES FOR DELAY SUFFERED OR INCURRED BY THE OBLIGEE AS A RESULT OF THE PRINCIPAL'S OR THE SURETY'S FAILURE TO COMPLETE THE CONTRACT WITHIN THE CONTRACT TIME.

This Bond is furnished pursuant to the requirements of Section 255.05, Florida Statutes, and the notice and time limitation provisions of said Section shall apply to this Bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligees named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

[Balance of this page intentionally left blank.]

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 20____.

Signed and Sealed in the Presence of:

[Name of PRINCIPAL]

By: _____ (SEAL)

[Corporate Title]

(Principal Place of Business Address)

Signed and Sealed in the Presence of:

[Name of SURETY]

By: _____

[Attorney-in-Fact for SURETY]

(Principal Place of Business Address)

Note: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for surety company must be attached.

Surety must be licensed to transact business in the State of Florida.

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

DUAL OBLIGEE RIDER
(Performance Bond)

To be attached to and form part of Performance Bond No. _____, executed concurrently with this rider, it is agreed that:

_____, Surety and _____, Principal, for valuable consideration, hereby agree that the Performance Bond executed in favor of the _____, Obligee, in connection with a _____ contract for:

which bond and contract are made a part of hereof by reference, shall now include as an additional Obligee: (Dual Obligee), SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, 819 N.W. 2nd Avenue, 3rd Floor, Miami, FL 33136 and THE CITY OF MIAMI, 444 S.W. 2nd Avenue, Miami, FL 33130 (Dual Obligee).

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to both Obligees for more than the penal sum of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly to both.

WITNESS the following signatures and seals this _____ of _____ 20_____.

(Surety)
By: _____

Attest: _____

By: _____
(Principal)

Attest: _____

By: _____
(Obligee)

Attest: _____

By: _____
(Dual Obligee)

Attachment: File # 15587 Exhibit B (15587 : Harlem Square, LLC, waive responsible living wage rates)

Exhibit "C"

4.5.c



City of Miami

Legislation

CRA Resolution: CRA-R-16-0015

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 16-00714

Final Action Date: 5/23/2016

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("BOARD"), REQUIRING THAT ALL SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") TAX INCREMENT FUNDING AGREEMENTS AND GRANT AGREEMENTS OVER \$2 MILLION DOLLARS INCLUDE A PROVISION THAT DEVELOPERS/GRANTEES SHALL REQUIRE THEIR GENERAL CONTRACTOR, SUBCONTRACTOR, AND SUB-SUBCONTRACTOR TO PAY WAGE RATES AND BENEFITS CONSISTENT WITH SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY - RESPONSIBLE WAGES AND BENEFITS.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goal 6, at page 11, of the Plan lists "improving the quality of life for residents" as a stated redevelopment goal; and

WHEREAS, the Board of Commissioners wishes to requires that all CRA Tax Increment Funding agreements and grants agreements over \$2 million dollars include a provisions that the developer/grantee shall require its general contractor, subcontractors, and sub-subcontractors at all levels and applicable job classifications, pay wage rates and benefits consistent with Section 2- 11.16 of the Code of Miami-Dade County - Responsible Wages and Benefits; and

WHEREAS, the Board of Commissioners finds that adoption of this Resolution would improve and enhance the standard of living and quality of life for residents of the Redevelopment Area and provide for a better quality of work for CRA projects;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby requires that all CRA Tax Increment Funding agreements and grants agreements over \$2 million dollars include a provisions that the developer/grantee shall require its general contractor, subcontractors, and sub-subcontractors at all levels and applicable job classifications, pay wage rates and benefits consistent with Section 2-11.16 of the Code of Miami-Dade County - Responsible Wages and Benefits.

Section 3. This Resolution shall become effective on June 1, 2016.

Attachment: File # 15587 Exhibit C (15587 : Harlem Square, LLC, waive responsible living wage rates)

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