



City of Miami Gardens

INVITATION TO BID

The City of Miami Gardens is requesting sealed bids from qualified sign contractors and sign companies to assist City businesses with design and construction of signs which comply with the newly adopted sign ordinance. City businesses may receive partial funding from Community Development Block Grant (CDBG).

The City will continue to add contractors and companies to the list to maintain sufficient names and to ensure competition. Contractors/Companies seeking pre-qualification on the List shall be required to meet the minimum requirements.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the Procurement Office of the City of Miami Gardens, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169 at which time they will be opened and read by the Procurement Manager. Contractors are encouraged to submit their proposals in a timely manner. Please clearly mark bids:

"ITB#08-09-048 PRE-QUALIFICATION OF SIGN CONTRACTORS and SIGN COMPANIES"

Copies of this Proposal Document may be obtain by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #0809048; or on the City's web site under Procurement, Bids RFPs at www.miamigardens-fl.gov; or on the City's home page/web site under Public Notices "New City Sign Code". Vendors who obtain specifications and plans from other sources other than those listed are cautioned that the bid package may be incomplete. All addendums, will be posted and disseminated by DemandStar or the City's web page. A list of all approved contractors will be available under Planning & Zoning Department's new City sign regulations.

FOR INFORMATION

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000 ext. 2489

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

PRE-QUALIFICATION OF SIGN CONTRACTORS and SIGN COMPANIES
ITB#08-09-048

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City Clerk, City of Miami Gardens, 1515 N W 167th Street; Bldg 5 Suite 200, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for

making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 622-8001.

1.9 AWARDS:

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

1.14 LEGAL REQUIREMENTS:

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

The individual executing this proposal on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

1.15 INDEMNIFICATION:

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the City as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or

expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

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

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

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful

bidder incapable of performing the work in accordance with and as required by the contract.

- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

1.24 CANCELLATION:

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.26 SUBSTITUTIONS:

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.31 CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

1.34 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

1.35 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.36 WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.37 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.38 CODE OF ETHICS:

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.39 NON-COLLUSION:

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 PROHIBITION OF INTEREST:

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.41 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.42 TIED BIDS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

1.43 LOCAL PREFERENCE:

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 5% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

1.44 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:

In accordance with the City of Miami Gardens Code of Ordinance 2008-20-156 regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools

and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov.

1.45 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.46 SMALL, MINORITY, AND WOMEN'S BUSINESSES:

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

2.0 SPECIFICATIONS - PRE-QUALIFICATION REQUIREMENTS

ITB#08-09-048

2.1 SCOPE

The bidder at time of bid submission, and at all times during the Contract, must meet the requirements stated below. Bidder(s) shall submit documentation substantiating that they meet these qualifications at the time of bid opening. Failure to submit such additional information, within the time frame established by the City may result in the rejection of a bidder's submission for pre-qualification. Failure to continue to meet the minimum requirements during the Contract term may result in the termination of the Contractor's contract, however; the City may, at its sole discretion permit a contractor to remedy the deficiencies.

2.2 WORK

The work required under this contract is skilled work in the following areas, but not limited to:

- Design signs or supply signs meeting the City of Miami Gardens' Sign Ordinance
- Prepare sign documents for permitting with City of Miami Gardens' Building Department
- Installation of signs

2.3 MINIMUM PRE-QUALIFICATION REQUIREMENTS

Award of this contract will be made to all responsive, responsible bidders who provide evidence, that they meet or exceed the minimum criteria established below: **These items to be submitted with Bid Response**

- A) Copy of current State of Florida Contractor license, registered with Miami-Dade County, or a Miami-Dade County Contractor license.
- B) Current copy of Business Tax License
- C) Sub-contractor's copy of license, if applicable
- D) Experience in design & installation of channel lettering type signs
- E) Experience in design & installation of monument signs
- F) Copies of City of Miami Gardens Sign Plan Application(s) that your company submitted to the City – if applicable
- G) E-Mail Address, Phone Number and Fax Number for twenty-four (24) hours, seven (7) days a week, facsimile communication.
- H) An individual to answer telephone communications during normal working hours (Monday thru Friday), and an answering machine for occasions that an individual is not available. Bidder(s) shall be aware of the possible loss of business due to the bidder being unavailable.

2.4 PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. VISA acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form

2.5 CONTRACTOR NOTIFICATION:

The City will contact all pre-qualified I contractors and companies from the list with a scope of work to request quotations. Each work task will be awarded to the lowest, responsive contractor.

The City seeks a source of supply that will provide accurate and timely completion of each task. The awarded contractor must adhere to completion schedules

2.6 FAILURE TO PERFORM:

If, in the opinion of the City's representative, the Contractor refuses to begin work, improperly perform said work, or shall neglect or refuse to take out or rebuild such work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace work immediately or discontinue all work under this Contract.

If at any time the City's representative shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit this contract.

The City may thereupon look to the next lowest and responsive and responsible contractor to complete the work or request quotations for the uncompleted contract in the same manner as was followed in the letting of scope of work and charge the cost thereof to the original Contractor upon his contract. **Any excess cost arising therefrom over and above the original contract price shall be charged to the Contractor.**

2.6 PROOF OF EXPERIENCE:

Contractor must submit with bid proof of experience of channel lettering and/of monument signs. Proof must include but not limited to:

- pictures of signs designed and or installed by contractor including different types of signs such as channel lettering wall signs and monument/free-standing signs
- Locations/address where signs are located to include Name of Company and contact information
- References of at least three (3) businesses that have utilized your company's products/services.

3.0 BID FORM - ITB#08-09-048 - must be submitted

3.1 List all licenses with license numbers that are registered with Miami-Dade County. (Current copy of license(s) to be submitted with bid response).

<u>LICENSE TYPE</u>	<u>LICENSE NO.</u>	<u>LICENSE TYPE</u>	<u>LICENSE NO.</u>
---------------------	--------------------	---------------------	--------------------

_____	_____	_____	_____
-------	-------	-------	-------

SUB-CONTRACTOR'S LICENSE

<u>LICENSE TYPE</u>	<u>LICENSE NO</u>	<u>LICENSE TYPE</u>	<u>LICENSE NO</u>
---------------------	-------------------	---------------------	-------------------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

3.2 COMMUNICATION NUMBERS:

A. Telephone: (____) _____	C. Pager: (____) _____
B. Cellular: (____) _____	D. Facsimile: (____) _____
E. E-Mail Address: _____	

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

NAME OF BIDDER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ BEEPER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the

corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

Joint venturers must submit a joint venture agreement indicating that the person signing this bid is authorized to sign bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

CERTIFICATE OF AUTHORITY

(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) _____, individually and doing _____ business as _____ (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

4.0 BIDDER QUALIFICATION STATEMENT

INSTRUCTIONS:

This questionnaire is to be included with your bid. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

COMPANYNAME: _____

COMPANY OFFICERS:

President _____ Vice President _____

Secretary _____ Treasurer _____

COMPANY OWNERSHIP:

_____ % of ownership

_____ % of ownership

_____ % of ownership

_____ % of ownership

LICENSES:

1. County or Municipal Occupational License No. _____
(attach copy with bid)

2. Business Tax License Classification _____

3. Business Tax License Expiration Date: _____

4. Metro-Dade County Certificate of Competency No. _____
(attach copy if requested in Bid or RFP)

5. Social Security or Federal I.D. No. _____

EXPERIENCE:

6. Number of Years your organization has been in business: _____

7. Number of Years experience BIDDER/PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the Bid or RFP: _____
8. Number of Years experience BIDDER/PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the Bid or RFP: _____
9. Experience Record: List references who may be contacted to ascertain information on past and/or present contracts, work, jobs, that BIDDER/PROPOSER has performed of a type similar to that required by specifications of the City's Bid or RFP with whom you have done business with in the past three (3) years:

BIDDER QUALIFICATION STATEMENT

- 1) _____

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
_____	_____	_____
CONTACT PERSON	PHONE NUMBER	
- 2) _____

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
_____	_____	_____
CONTACT PERSON	PHONE NUMBER	
- 3) _____

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
_____	_____	_____
CONTACT PERSON	PHONE NUMBER	

BID CHECK LIST

- YES___ NO___ 1. Copy of appropriate License and Permits
- YES___ NO___ 2. Proof of ability to obtain insurance
- YES___ NO___ 3. Bid Submittal Pages
- YES___ NO___ 4. Bid signed by authorized representative
- YES___ NO___ 5. Vendor Representative Contact information
- YES___ NO___ 6. References with Phone & Fax Numbers
- YES___ NO___ 7. List of Similar Contracts
- YES___ NO___ 8. Bid prepared in duplicate
- YES ___ NO___ 9. City Business Tax License (if applicable)
- YES ___ NO ___10. Will Accept Visa Credit Card for Payment

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of each discipline of this bid. Sections will not be subdivided for award. Any bid containing a “NO BID” in any portion of a section will not be considered for that section award.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	
	☐ Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Sign Plan Approval Process (Required prior to Building Permit)



STEP ONE: SUBMIT SIGN PLAN APPLICATION

To Planning and Zoning Department
(P&Z)

Required for ***Entire Property***

Sign Plan
Approval
By P & Z

STEP TWO: BUILDING PERMIT Apply at Building Department

P & Z
Reviews
Permit for
Consistency
with Sign
Plan

Building
Dept.
Completes
Review

Prior to obtaining a Building Permit for a sign, a Sign Plan must be approved for the entire property. For example, before the Building Department can issue a building permit for a tenant, a “master” Sign Plan for a shopping center must be approved by the Planning and Zoning Department. Ordinance No. 2008-04-140 adopted 2-13-08.

Contact: Cyril Saiphoo, Zoning Administrator, 305-622-8000, ext. 2677 csaiphoo@miamigardens-fl.gov or Nixon Lebrun, Planner, 305-622-8000, ext. 2676 nlebrun@miamigardens-fl.gov; The Planning and Zoning Department is located in the same building as the Building Department.

Sign Plan, related applications and code requirements can be found on the City's web site at www.miamigardens-fl.gov

Miami Gardens Planning and Zoning Department
1515 NW 167th Street, Miami Gardens, FL 33169
Phone: 305-622-8023, Fax: 305-622-8857

*Development Services Department
1515 NW 167th Street, Bldg.5, Suite 200
Miami Gardens, Florida 33169
Phone: (305) 622-8023
Fax: (305) 622- 8857
www.miamigardens-fl.gov*



OFFICE USE ONLY

Date Received: _____

Process No. _____

Project Location: _____

SIGN PLAN APPLICATION

TYPE OF APPLICATION:

- ☐ Sign Plan - Single Use
☐ Modification Sign Plan - Single Use
☐ Multi-Use / Multi-Tenant Sign Plan (less than 200 ft frontage)
☐ Multi-Use / Multi-Tenant Sign Plan (greater than 200 ft frontage)
☐ Modification of Multi-Use / Multi-Tenant Sign Plan
☐ Other

Office Use Only

APPLICANT INFORMATION:

Name of Applicant: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone#: _____

Fax: _____ Email: _____

PROPERTY'S OWNER INFORMATION:

Owner's Name (Provide name of ALL owners): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone#: _____

Fax: _____ Email: _____

BUSINESS INFORMATION:

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone#: _____

Fax: _____ Email: _____

OTHER INFORMATION:

1. **FOLIO** Number(s) of property: _____

2. Is this application a result of a violation notice? ☐ no ☐ yes. If yes, explain and attach copy of violation: _____

SUBMITTAL CHECKLIST

The following items must be submitted with this application:

<u>Required</u>	<u>Provided</u>	<u>Description</u>
☐	☐	Application -Application – two (2) copies – completed and executed.
☐	☐	Survey or Site Plan – one (1) copy – depicting all improvements and structures on the property, with legal description in legible form.
☐	☐	Legal Description – on CD in Word format.
☐	☐	Plans/Drawings/Illustrations – four (4) copies depicting all <u>monument</u> signage, dimensions, square footage, landscaping details, location and setback, foundation and sign materials, color, and copy (if known).
☐	☐	Plans/Drawings/Illustrations – four (4) copies depicting all <u>wall</u> signage, with dimensions, square footage, location on building façade, flush mounting or projecting, illumination(if any), sign material, color, and copy (if known)..
☐	☐	Plans/Drawings/Illustrations – four (4) copies depicting all <u>other</u> signage, with dimensions, square footage, location and setback, material types, illumination, color, and copy.
☐	☐	Letter - Approval letter from Association (if necessary) – one (1) original copy.
☐	☐	Supplement Ownership Affidavit
☐	☐	Fees

FEE SCHEDULE

The following fees apply to this application:

<u>Description</u>	<u>Fee</u>	<u>Applicable</u>
Sign Plan - Single Use	\$250.00	_____
Modification Sign Plan - Single Use	\$100.00	_____
Multi-Use / Multi-Tenant Sign Plan (less than 200 ft frontage)	\$500.00	_____
Multi-Use / Multi-Tenant Sign Plan (greater than 200 ft frontage)	\$750.00	_____
Modification of Multi-Use / Multi-Tenant Sign Plan	\$250.00	_____
Miscellaneous Sign Fee	\$150.00	_____
Subtotal		_____
Less discount of 60% (until 02/13/2010)		_____
Subtotal		_____
Surcharge of 15%		_____
Grand Total		_____

NOTE: Please make all checks payable to 'City of Miami Gardens' / Cash, Credit or Debit accepted

OWNERSHIP AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, hereinafter the Affiant, who being first duly sworn by me, on oath, deposes and says:

1. ☐ Affiant(s) is the fee owner of the property that is the subject of this application.
☐ Affiant(s) is the president, vice-president or CEO of the Corporation.
2. The subject property is located at: _____
3. Affiant(s) is legally authorized to file this application.
4. Affiant(s) hereby authorize _____, herein referred to as the "applicant" to file for and obtain said sign permit type, herein described in this application.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning approval.

Owner:

Affiant's signature

Print Name

Sworn to and subscribed before me on the ____ day of _____ 20 ____.

Affiant is personally known to me or has produced _____
as identification.

Notary

(Stamp/Seal)

Commission Expires

SUPPLEMENT OWNERSHIP AFFIDAVIT

In accordance to Section VIII(F) of City of Miami Gardens Sign Regulations:

"Multi-tenant Sign Plan Compliance. *When sign plan is required for multi-tenant development, and an individual sign owner(s) seeks a sign permit for any type of permanent sign, the property owner shall file a sign plan with the City in accordance to the provisions set forth in this Schedule within sixty (60) days of sign permit being filed. Failure to file such sign plan within the prescribed time frame, shall be a violation of this Schedule by the property owner. The City may review the individual sign permit(s) and issue a permit as warranted to individual sign owner(s), and shall require future sign permits on same property to be in compliance with the criteria set forth in this Schedule herein for sign plan review, and subject to sign permits approved on the property. "*

The affiant(s) acknowledges that in executing this Supplement Ownership Affidavit that authorization is hereby granted to _____, herein referred to as the "applicant", to file this sign plan permit under the provisions of Section VIII(F), described above, and further acknowledges that the approval of this sign plan permit for the applicant shall establish the design standards and criteria for the sign plan of which all future signage will have to comply in accordance with the City's Sign Regulations.

The affiant(s) hereby acknowledges the provisions of Section VIII(F); and authorization is hereby granted to the applicant to file for this sign plan permit accordingly;

STATE OF _____

COUNTY OF _____ ;

Before me, the undersigned authority, personally appeared _____, hereinafter the Affiant, who being first duly sworn by me, on oath, deposes and says:

1. ☐ Affiant(s) is the fee owner of the property that is the subject of this application.
☐ Affiant(s) is the president, vice-president or CEO of the Corporation.
2. The subject property is located at: _____
3. Affiant(s) is legally authorized to file this application.
4. Affiant(s) hereby authorize _____, herein referred to as the "applicant" to file for and obtain said sign permit type, herein described in this application.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning approval.

Owner:

Affiant's signature

Print Name

Sworn to and subscribed before me on the ____ day of _____ 20 ____.

Affiant is personally known to me or has produced _____ as identification. _____

Notary

(Stamp/Seal)

Commission Expires

SIGN PLAN REQUIRED (SECTION VII)

Definition: Sign plan. A set of plans depicting the proposed aesthetics, creative, and dimensional standards for all signage within the property. Such plan shall be in compliance with the regulations contained herein.

- (A) **Purpose.** The purpose of a Sign Plan is to encourage diversity, creativity, uniformity of all signs for more aesthetically pleasing development. Signage shall be in compliance with an approved Sign Plan. Owners, or their authorized designee shall submit a proposed Sign Plan in an application form approved by the City, with established fees, to the Director.
- (B) **Approval Required.** Unless otherwise provided in this Schedule, approval of a Sign Plan by the City shall be required prior to the issuance of a sign permit to install, alter, erect, construct, post, paint, maintain, or relocate any sign.
- (C) **Sign Plan Inclusions.** The Sign Plan shall include all signs to be installed within the property, including any out parcels to be and/or developed sharing common driveways and parking, and shall indicate, but not limited to, the following:
1. Location/placement of all monument, freestanding directional/information, and wall signs, window signs, including but not limited, to setback dimensions from property lines, spacing, etc.
 2. Size of each sign, indicating, but not limited to sign area, height, dimensions, area of changeable copy.
 3. Sign copy for each sign, including but not limited to logos, trademarks etc.
 4. Type of sign, including, but not limited to the type of lettering i.e. channel letters or cabinet style, color, materials, changeable copy area, etc.
 5. Type and manner of illumination.
 6. Landscape plan indicating plant material and ground cover.
- (D) **Sign Plan Criteria.** In reviewing the sign plan the Director shall determine if the following criteria has been met:
7. That the signage for the project is in keeping with the overall architecture and character of the building development, etc.
 8. That the signage for the project is designed to meet the directional needs of the project for communication, identification, way finding, regulatory and informational messages in keeping with the overall architectural theme of the development or project.
 9. That the signage proposed is legible, conspicuous and easily readable.
 10. That the visibility and impact of the type of sign, number of signs, design, size, method of, construction, illumination and location of the proposed signs are in compliance with the minimum standards of this Schedule, and does not adversely impact adjoining properties, or create a hazard of health risk.
 11. That the proposed signage is consistent and not in conflict with the intent and interests of the City of Miami Gardens, as stated in the policy adopting this code.
- (E) **Appeals.** In the event a sign plan is denied the decision may be appealed to the City Council. Such appeal shall be submitted on a form approved by the City and accompanied with the established fee.

NONCONFORMING SIGNS / AMORTIZATION (SECTION VIII)

Any lawful permanent sign installed, erected, prior to the adoption of this Schedule that does not comply with the regulations set forth herein, shall be removed or altered to comply with the applicable regulations of this Schedule within five (5) years of the date of adoption of this Schedule.

(F) **Amortization of Non-conformities.** Legally existing signs that become non-conforming as of the effective date of the adoption of this Schedule shall maintain legally non-conforming status for a period of five (5) years, with exceptions as herein contained. At which time all signs not in compliance shall become illegal signs. It shall be unlawful for any sign owner not to be in compliance with the following amortization provisions, with exceptions as herein contained:

12. Within two (2) years of the effective date of this Schedule, all owners of legally nonconforming signs are required to prepare and submit to the City a proposed Sign Plan in accordance to regulations herein.
13. Within three (3) years of the effective date of this Schedule, all owners of legally nonconforming signs are required to have an approved Sign Plan in compliance with this Schedule.
14. Within five (5) years of the effective date of this Schedule, all legally nonconforming signs and their supporting members shall be altered, and/or removed from the property.
15. The City may deny the issuance of any licenses, permits, certificates of use, etc. to an owner if it is determined that the amortization schedule is not being complied with.

(G) **Exception for Window Signs.** Window signs shall be in compliance with the provisions set forth in this Schedule as outlined in the amortization schedule below:

16. An owner of a window sign shall submit a window sign plan, consistent and in compliance with the provisions of submitting a sign plan within ninety (90) days of adoption of this Schedule.
17. Window signs shall be in compliance with the provisions of this Schedule within one hundred eighty (180) days of the adoption of this Schedule.

(H) **Exception for Temporary Signs.** All legally existing temporary signs shall be in compliance with the provisions of this Schedule within ninety (90) days of adoption of this Schedule.

(I) **Exception for Billboards.** This amortization period shall not apply to billboard (Class C in the Miami-Dade County Code) signs that were lawfully erected on the date of adoption of this code. These signs shall be permitted as legally nonconforming signs. Said signs shall be subject to below provisions regarding Maintenance and Repair of Nonconforming Signs.

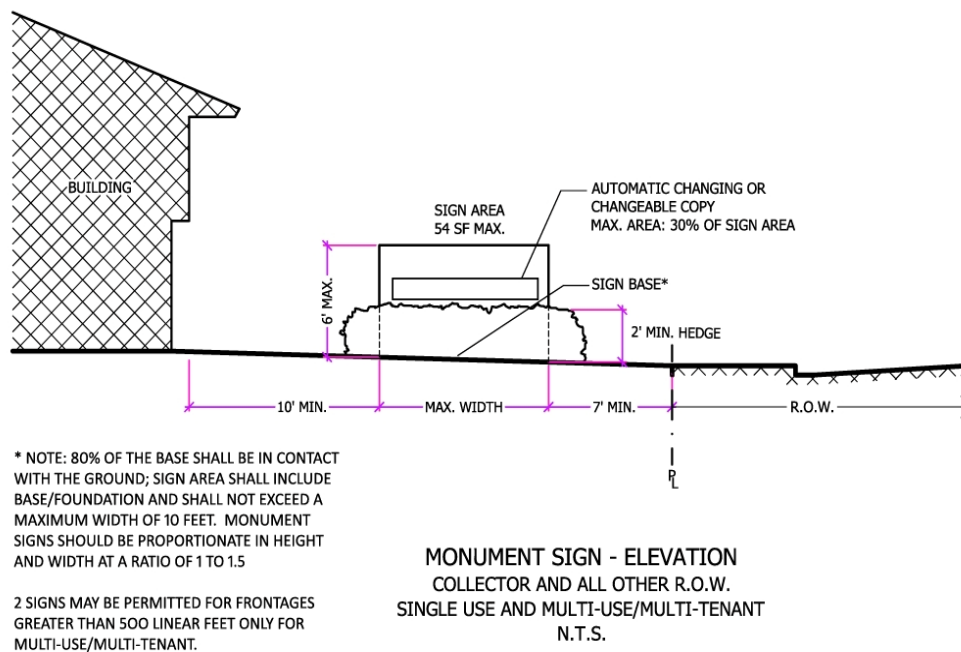
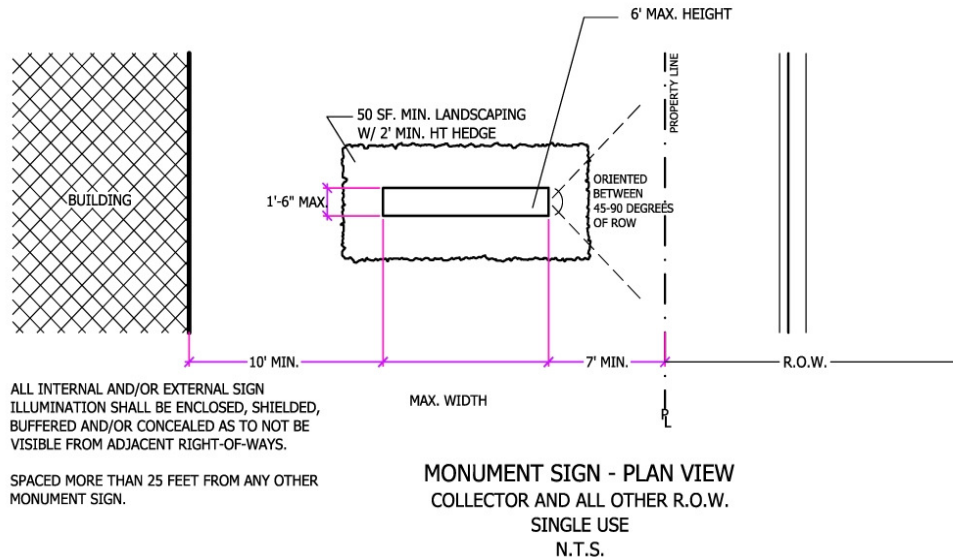
(J) **Sign Plan Compliance.** In addition to the amortization provisions herein, whenever a sign owner desires to replace, alter, relocate a sign on a property, and/or the repair and maintenance is not in compliance with regulations governing same as specified in this Schedule herein, a Sign Plan in accordance with the provisions of this Schedule shall be prepared and submitted. Upon approval of the sign plan under this compliance provision, only the applicable sign(s) shall be required to be brought into compliance. All other signs approved on the sign plan shall be brought into compliance in accordance to the amortization schedule specified herein.

(K) **Multi-tenant Sign Plan Compliance.** When sign plan is required for multi-tenant development, and an individual sign owner(s) seeks a sign permit for any type of permanent sign, the property owner shall file a sign plan with the City in accordance to the provisions set forth in this Schedule within sixty (60) days of sign permit being filed. Failure to file such

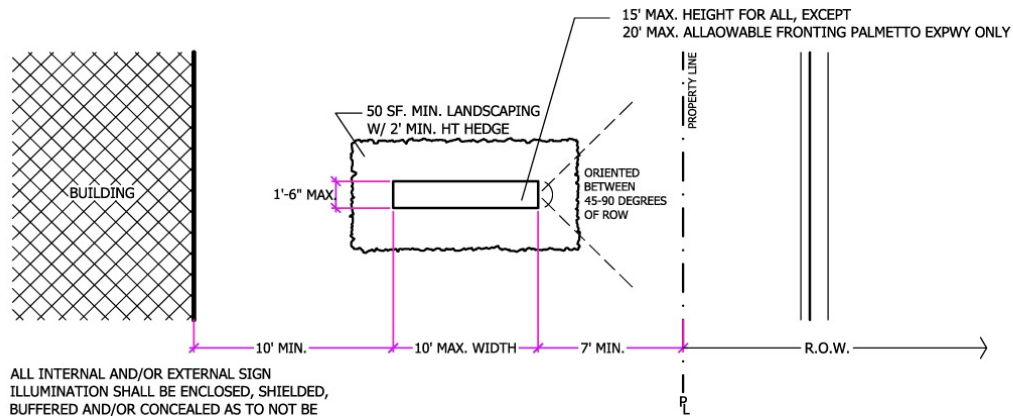
sign plan within the prescribed time frame, shall be a violation of this Schedule by the property owner. The City may review the individual sign permit(s) and issue a permit as warranted to individual sign owner(s), and shall require future sign permits on same property to be in compliance with the criteria set forth in this Schedule herein for sign plan review, and subject to sign permits approved on the property.

- (L) **Maintenance and Repair of Non-conforming Signs.** Non-conforming signs shall be maintained in a safe condition and may be repaired and/or otherwise maintained provided the sign structure is not moved, altered or replaced; provided, that the cumulative costs of such repair and/or maintenance does not exceed fifty percent (50%) of the replacement value of the sign. If so, the sign shall be made to be in compliance with the provisions set forth in this Schedule.

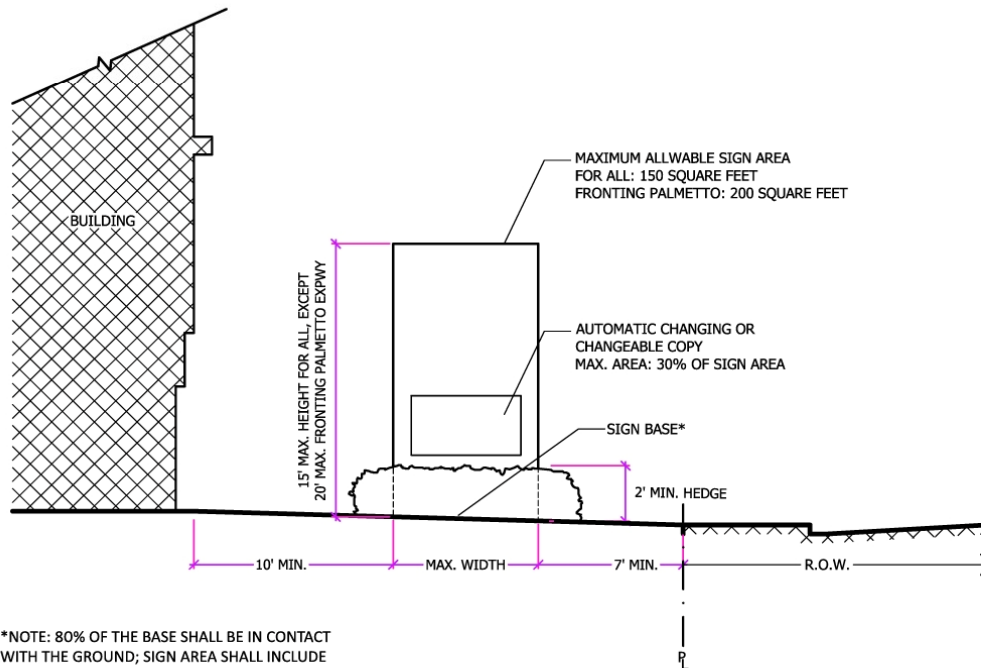
Monument Sign Illustrations



Monument Sign Illustrations

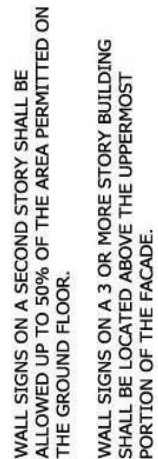


MONUMENT SIGN - PLAN VIEW
PRINCIPAL AND MINOR ARTERIAL R.O.W.
SINGLE USE
N.T.S.



MONUMENT SIGN - ELEVATION
PRINCIPAL AND MINOR ARTERIAL R.O.W.
N.T.S.

ALL WALL SIGNS SHALL BE CONSISTENTLY SIZED AND LOCATED THROUGHOUT THE FACADE OF THE EDIFICE IN A MANNER RESPONSIVE TO THE ARCHITECTURAL TREATMENT OF THE BUILDING.



SIGN AREA CALCULATED BASED ON 10% OF THE AREA OF THE BUILDING FACADE UP TO 15 FEET IN HEIGHT, THEN THE AREA SHALL BE INCREASED BY 1.5% FOR EVERY FOOT OF BLDG HEIGHT ABOVE 15 FEET WITH THE UPPERMOST MEASUREMENT TAKEN TO THE LOWEST POSITION WHERE THE SIGN WILL BE PLACED.

Window Sign Illustration

