



## **TOWN OF CUTLER BAY**

Mayor Edward P. MacDougall  
Vice Mayor Ernest N. Sochin  
Councilmember Peggy R. Bell  
Councilmember Mary Ann L. Mixon  
Councilmember Sue Ellen Loyzelle

Town Attorney Mitchell Bierman  
Town Attorney Chad Friedman  
Town Manager Steven Alexander  
Town Clerk Esther B. Coulson

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding should contact the town clerk at (305) 234-4262 for assistance no later than four days prior to the meeting.

### **TOWN COUNCIL MEETING AGENDA**

Wednesday, May 18, 2011, 7:00 p.m.  
South Dade Regional Library  
10750 SW 211<sup>th</sup> Street  
Cutler Bay, Florida 33189

#### **1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

##### **ADDITIONS, DELETIONS AND DEFERRALS**

#### **2. PUBLIC COMMENTS**

#### **3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS**

- A.** Proclamation- Kyle Senzig, Eagle Scout Awardee
- B.** Proclamation- Take Stock In Children (TSIC)
- C.** Presentation- Elizabeth Garris, Opposition of Chickens
- D.** Presentation- Smart Growth

#### **4. APPROVAL OF MINUTES**

- A.** April 14, 2011- Special Council Meeting
- B.** April 20, 2011- Council Meeting
- C.** April 20, 2011- Local Planning Agency (LPA)

**TAB 1**

#### **5. REPORTS**

- A. TOWN MANAGER'S REPORT**
- B. TOWN ATTORNEY'S REPORT**
- C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS**

**6. CONSENT AGENDA**

ANY ITEMS SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED OR PULLED BY A COUNCILMEMBER OR THE TOWN MANAGER.

**A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE OPERATION OF A MUNICIPAL CHARTER SCHOOL WITHIN THE TOWN; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A CHARTER SCHOOL APPLICATION AND FEASIBILITY STUDY; AUTHORIZING THE TOWN MANAGER TO PREPARE AND SUBMIT A MUNICIPAL CHARTER APPLICATION TO THE APPROPRIATE AGENCIES; AMENDING RESOLUTION 10-65 RELATING TO THE FISCAL YEAR 2010/2011 BUDGET IN ORDER TO ALLOCATE \$160,000 IN ORDER TO EFFECTUATE THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 2

**B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING A REVISED INTERLOCAL AGREEMENT BETWEEN THE TOWN AND OTHER MUNICIPALITIES RELATING TO THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EXECUTE THE NECESSARY DOCUMENTS TO CARRY OUT THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

**C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO OBTAIN FEE SIMPLE TITLE TO THE PRIVATE LINEAR PARK GENERALLY LOCATED NORTH OF S.W. 223<sup>RD</sup> TERRACE, SOUTH OF S.W. 216<sup>TH</sup> STREET, EAST OF S.W. 97<sup>TH</sup> AVENUE, AND WEST OF S.W. 95 PLACE AS FURTHER SHOWN ON EXHIBIT "A;" AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

**D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFIED FIRM TO PROVIDE DESIGN AND ENGINEERING SERVICES TO THE TOWN FOR CARIBBEAN BOULEVARD ROADWAY IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN (C3TS) INC.; AND PROVIDING AN EFFECTIVE DATE.

TAB 5

**E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AMENDMENT TO THE LANDSCAPE MAINTENANCE AGREEMENT WITH GROUNDKEEPERS, INC. FOR ADDITIONAL

TAB 6

SCOPE OF SERVICES WITHIN TOWN DESIGNATED RIGHT-OF-WAYS AND CUL-DE-SACS FOR AN ANNUAL AMOUNT OF \$23,292.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 7

**7. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)**

ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.

**8. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

TAB 8

**PUBLIC COMMENTS**

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

**9. ORDINANCES FOR FIRST READING OR RESOLUTIONS REQUIRING A PUBLIC HEARING**

**10. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-19 RELATING TO GARAGE SALES; PROVIDING FOR REGULATIONS RELATING TO NONPROFIT ORGANIZATION GARAGE SALES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (Mixon)

TAB 9

**END OF PUBLIC HEARING**

**11. PUBLIC COMMENTS**

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

**12. MAYOR AND COUNCIL COMMENTS**

**13. OTHER BUSINESS**

**14. ADJOURNMENT**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TAB 1

TAB 2

**RESOLUTION 11-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE OPERATION OF A MUNICIPAL CHARTER SCHOOL WITHIN THE TOWN; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A CHARTER SCHOOL APPLICATION AND FEASIBILITY STUDY; AUTHORIZING THE TOWN MANAGER TO PREPARE AND SUBMIT A MUNICIPAL CHARTER APPLICATION TO THE APPROPRIATE AGENCIES; AMENDING RESOLUTION 10-65 RELATING TO THE FISCAL YEAR 2010/2011 BUDGET IN ORDER TO ALLOCATE \$160,000 IN ORDER TO EFFECTUATE THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) is interested in obtaining a charter for a municipal charter school within the Town; and

**WHEREAS**, in accordance with the Town’s purchasing ordinance, the Town intends to utilize the prices submitted through the competitive bidding process as performed by the Village of Key Biscayne (2008-23) to procure consultant(s) to prepare a municipal charter school application and feasibility study; and

**WHEREAS**, the Town Council authorizes the Town Manager to negotiate and enter into professional services agreement(s) for the preparation of a charter school application and feasibility study consistent with the terms set forth in the Village of Key Biscayne Request for Proposal (2008-23) relating to the preparation of a municipal charter school application and feasibility study; and

**WHEREAS**, the Town Council further authorizes the Town Manager to issue and advertise a Request For Proposal (the “RFP”) for the operation of a municipal charter school; and

**WHEREAS**, the Town Council desires to amend Resolution 10-65, which adopted the fiscal year 2010/2011 budget, in order to allocate the necessary funds to effectuate the intent and purpose of this Resolution; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. RFP Authorization.** The Town Manager is hereby authorized to issue and advertise an RFP for the operation of a municipal charter school.

**Section 3. Agreement Authorization.** The Town Manager is hereby authorized to negotiate and enter into a professional services agreement consistent with the terms set forth in the Village of Key Biscayne Request for Proposal (2008-23) relating to the preparation of a municipal charter school application and feasibility study.

**Section 4. Application Authorization.** The Town Manager is hereby authorized to prepare and submit an application for a municipal charter school prior to August 1, 2011 to the appropriate agencies.

**Section 5. Amendment to Resolution 10-65.** The Town Council hereby amends Resolution 10-65, which adopted the fiscal year 2010/2011 budget, as shown in Exhibit "A" to this Resolution.

**Section 6. Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

\_\_\_\_\_  
ESTHER B. COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney



Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall \_\_\_\_\_

Vice Mayor Ernest N. Sochin \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Mary Ann Mixon \_\_\_\_\_

Councilmember Sue Ellen Loyzelle \_\_\_\_\_

**RESOLUTION NO. 10-65**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE TENTATIVE OPERATING AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN BUDGET AMENDMENTS WITHIN A DEPARTMENT PROVIDED THAT THE TOTAL OF THE APPROPRIATIONS IS NOT CHANGED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Manager presented to the Town Council of the Town of Cutler Bay (the "Town") the proposed Operating and Capital Outlay Budget for the fiscal year commencing October 1, 2010; and

**WHEREAS**, on July 21, 2010, the Town Council adopted Resolution 10-39 which adopted a proposed millage rate for the fiscal year commencing October 1, 2010 and schedule the public hearings required by Section 200.065 of the Florida Statutes for September 8 2010 at 7:00 p.m.; and

**WHEREAS**, the Town Council also held a budget workshop to discuss the Town Manager's proposed Operating and Capital Outlay Budget for fiscal year commencing October 1, 2010; and

**WHEREAS**, the Property Appraiser of Miami-Dade County properly noticed the public hearing scheduled for September 8, 2010, at 7:00 p.m., at the South Dade Regional Library, 10750 Southwest 211<sup>th</sup> Street, Cutler Bay, Florida as required by Florida Statutes; and

**WHEREAS**, the Town Council had an opportunity to amend the manager's proposed budget as it deemed appropriate, considered the comments of the public regarding the proposed budget and complied with the "TRIM" requirements of the Florida Statutes; and

**WHEREAS**, the amount of funds available from taxation and other non-ad valorem revenues equals the total appropriations for expenditures and reserves.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by reference.


**Section 2. Adoption.** That the Operating and Capital Outlay Budget for the fiscal year commencing October 1, 2010 through September 30, 2011, attached as Exhibit A, as presented by the Town Manager and amended by the Town Council, with total expenditure in the amount of \$45,128,298 be and is hereby tentatively adopted (first reading), subject to amendments and final adoption (second hearing), as provided by Section 200.065 of the Florida Statutes. The Town Manager is authorized to expend funds appropriated in the Town Budget in accordance with the Town Charter and applicable law. Pending receipt of adequate ad valorem tax or other revenue collections, the Town Manager is hereby authorized to expend necessary funds from the Contingency Account or other available town funds to meet the obligations and requirements of the Town and to charge the appropriate line item of the budget for such purpose once adequate ad valorem tax or other revenues are received. The Town Manager as the designated budget officer of the Town may authorize certain budget amendments within a department, provided that the total of the appropriations of the department is not changed. The final public hearing to adopt the budget for the fiscal year commencing October 1, 2010 through September 30, 2011 be and is hereby set for September 22, 2010, 7:00 p.m., in the South Dade Regional Library, 10750 Southwest 211<sup>th</sup> Street, Cutler Bay, Florida.

**Section 3. Expenditure of funds.** The Town Manager or his designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Budget. The Town Manager may transfer any unencumbered line item allocation of funds, or any portion thereof, to another line item classification within the same department.

**Section 4. Amendments.** Upon the passage and adoption of the Budget, if the Town Council determines that a department, category or line item will exceed its original allocation, the Town Council is authorized to modify any department, category total or line item of the Budget by resolution so long as the modification does not exceed the Town's total budgeted funds for the Fiscal Year 2010-2011.

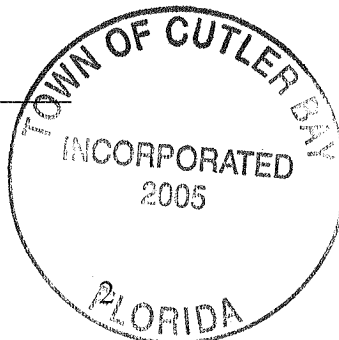
**Section 6 Effective date.** This Resolution shall be effective upon adoption on second reading.

PASSED and ADOPTED on this 22<sup>nd</sup> day of September, 2010.

  
PAUL S. VROOMAN, Mayor

Attest:

  
ERIN O'DONNELL  
Interim Town Clerk



APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:



WEISS, SEROTA, HELFMAN, PASTORIZA,  
COLE & BONISKE, P.L.

Town Attorney

Moved By: Councilmember Bell  
Seconded By: Vice Mayor MacDougall

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u><del>YES</del></u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>NO</u>

**RESOLUTION NO. 2008-23**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING AGREEMENT FOR MUNICIPAL CHARTER SCHOOL STUDY SERVICES BETWEEN FIELDING NAIR INTERNATIONAL, LLC, AND THE VILLAGE OF KEY BISCAYNE; IDENTIFYING AND AUTHORIZING FUNDING SOURCE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the RFP competitive selection process utilized by the Village for the Municipal Charter School Planning Program, the Village Council of the Village of Key Biscayne desires to utilize the work and services of Fielding Nair International, LLC (the “Consultant”), an experienced municipal charter school planner, to review the current educational state of the village, the options available from an educational standpoint, and make recommendations on future steps; and

**WHEREAS**, the Village Council allocated funds in the FY08 Capital Outlay Budget for this project under “Educational Initiatives – High School”; and

**WHEREAS**, the Village Council finds that the approval of the Agreement for Municipal Charter School Study Consultant Services between Consultant and the Village (the "Agreement"), attached as Exhibit “A”, is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

**Section 2.**     **Authorization.** That the Agreement (Exhibit “A”) is hereby approved and the Village Manager is hereby authorized to execute the attached Agreement between Consultant and the Village for the provision of work and services described in the Agreement, in substantially the

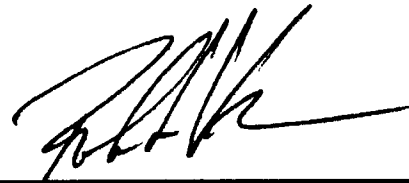
form attached hereto, once approved by the Village Attorney as to form and legal sufficiency.

**Section 3.**     **Funding Source.** That the Village Manager is authorized to utilize funds from the “Educational Initiatives – High School” source in FY08 Capital Outlay Budget for expenditures required by the Agreement.

**Section 4.**     **Implementation.** That the Village Manager is authorized to take all action necessary to implement the purposes of this resolution and the Agreement.

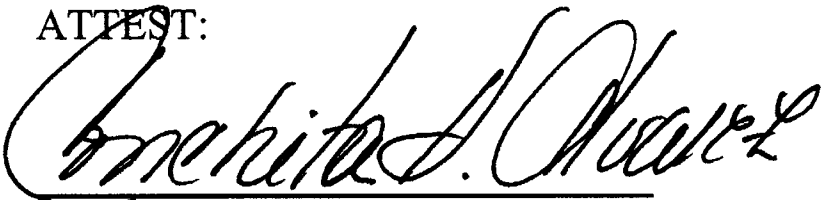
**Section 5.**     **Effective Date.** That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 13<sup>th</sup> day of May, 2008.



MAYOR ROBERT L. VERNON

ATTEST:



CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
VILLAGE ATTORNEY

**VILLAGE OF KEY BISCAYNE  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of May, 2008, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and FIELDING NAIR INTERNATIONAL, LLC, a State of Minnesota limited liability corporation which is authorized to do business in the State of Florida (the "CONSULTANT").

**RECITALS:**

The VILLAGE wants to engage the CONSULTANT to perform for the VILLAGE certain professional municipal charter school study services (the "Specified Services"), which are within CONSULTANT'S expertise, as specifically described in the CONSULTANT'S proposal (the "Proposal" ) , including the clarifying letter of March 14<sup>th</sup>, 2008 . A copy of the Proposal is attached hereto and incorporated herein as Exhibit "A". The CONSULTANT shall enlist the firm of Edvisions (the "OVERVIEW SUBCONSULTANT ") to perform the overview of the Florida charter school system as described in Category Five of Exhibit "A". The CONSULTANT shall enlist the firm of In Rem Solutions, Inc. (the "APPLICATION SUBCONSULTANT") to provide services relating to preparation, coordination, and composition of a charter school application as described by the Scope of Services supplied by In Rem, a copy of which is attached hereto and incorporated herein as "Exhibit B", in the event that the VILLAGE decides to go forward with a charter school application. The CONSULTANT, supported by the OVERVIEW SUBCONSULTANT and APPLICATION SUBCONSULTANT, wants to provide such Specified Services as described in the Proposal and in this Agreement .

**In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:**

1. **SCOPE OF SERVICES**

A. CONSULTANT agrees to perform the Specified Services upon written request from the Village Manager.

B. CONSULTANT shall utilize the OVERVIEW SUBCONSULTANT to perform the overview of the Florida charter school system as a part of the Specified Services, and more specifically those described in Category Five of Exhibit “A”. No surcharge or mark-up shall be applied to OVERVIEW SUBCONSULTANT’S fees.

C. CONSULTANT shall utilize the APPLICATION SUBCONSULTANT to provide services relating to preparation, coordination, and composition of a charter school application as a part of the Specified Services, and more specifically those described in Exhibit “B”, “Scope of Services – In Rem,” solely in the event that the VILLAGE decides to proceed with the charter school application process. CONSULTANT shall only utilize APPLICATION SUBCONSULTANT’S services with the written approval of the Village Manager. No surcharge or mark-up shall be applied to APPLICATION SUBCONSULTANT’S fees.

D. CONSULTANT shall expend all necessary efforts to competently and professionally complete all tasks in accordance with a schedule to be approved by the Village Manager.

E. CONSULTANT shall perform additional services beyond the Specified Services, but within its expertise, if requested in writing by the Village Manager, at compensation which is first mutually agreed to in writing and is supported by Village budget appropriations and is within the Village Manager’s authority.

2. **FEES FOR SERVICES**

A. As full compensation for satisfactory performance of the Specified Services, the CONSULTANT agrees to charge and shall be paid by the VILLAGE in accordance with the fee



schedule listed on the first page of Exhibit “A”, for a total fee not to exceed One Hundred Twenty-Four Thousand (\$124,000.00) Dollars. That total sum consists of a total fee for OVERVIEW SUBCONSULTANT of Thirty Two Thousand (\$32,000) Dollars and a total fee for CONSULTANT of Seventy Two Thousand (\$72,000) Dollars, as well as the Twenty Thousand (\$20,000) Dollar, not-to-exceed fee for APPLICATION SUBCONSULTANT as described in and subject to the conditions of subsection B of this Section 2. Fees for CONSULTANT shall be paid in arrears each month, pursuant to monthly invoice, based upon the percentage of work satisfactorily completed for each task invoiced. Invoices shall be promptly processed for payment pursuant to the Florida Prompt Payment Act.

B. VILLAGE shall pay CONSULTANT in order to utilize the services of APPLICATION SUBCONSULTANT, solely in the event that the VILLAGE decides to go forward with the charter school application process, in accordance with the fee schedule set forth in the document titled “Fees – In Rem,” a copy of which is attached hereto and incorporated herein as Exhibit “C”, for a total fee not to exceed Twenty Thousand (\$20,000) Dollars. Fees for APPLICATION SUBCONSULTANT will be paid in arrears each month, pursuant to monthly invoice, and shall be based upon the amount of time which is reasonably expended to complete the Charter Application by APPLICATION SUBCONSULTANT at a rate of \$125/hour , up to the fee limitation for such work . Additional time reasonably and necessarily expended by CONSULTANT to directly coordinate the work of APPLICATION SUBCONSULTANT shall be billed at \$275/hour for Principals and \$175/hour for others, subject to the prior written approval of the Village Manager. Invoices shall be promptly processed for payment pursuant to the Florida Prompt Payment Act.

C. VILLAGE shall reimburse CONSULTANT for its direct and reasonable expenses

for document production and reproduction, postage, long distance telephone charges, photographic services, authorized travel and other cost items which are first approved in writing by the Village Manager.

3. **TERM**

The duration of the term of this Agreement shall commence upon execution hereof and shall expire upon completion of the performance of the Specified Services, unless extended by the Village Manager or earlier terminated pursuant to paragraph 8.

4. **RECORDS**

All details, guidelines, reports, work papers and other documents and plans that result from the CONSULTANT (and/or OVERVIEW SUBCONSULTANT and/or APPLICATION SUBCONSULTANT) providing Specified Services or any additional services hereunder shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT. All work products shall be provided to VILLAGE in paper and digital.

5. **INSURANCE**

A. The CONSULTANT shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Fla. Stat. The VILLAGE shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each

insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE 30 days prior to the effective date of cancellation or reduction of coverage. Consultant shall require OVERVIEW SUBCONSULTANT and APPLICATION SUBCONSULTANT to likewise comply with this provision.

B. CONSULTANT shall indemnify and hold harmless the VILLAGE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT. CONSULTANT is authorized to utilize its subconsultants, if any, as identified in the Proposal, with the exception of APPLICATION CONSULTANT, whose use requires written approval of the VILLAGE.

7. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon thirty (30) days advance written notice with or without cause and by the CONSULTANT upon sixty (60) days advance written

notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination.

9. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder, subject to budgetary limitations.

11. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for VILLAGE as an independent contractor of the VILLAGE.

12. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE:

Genaro "Chip" Iglesias  
Village Manager

Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

With a copy to:

Village Attorney  
c/o Weiss Serota Helfman Pastoriza Cole & Boniske,  
P.A.  
2525 Ponce de Leon Boulevard  
Suite 700  
Miami, Florida 33134

CONSULTANT:

Prakash Nair  
Fielding Nair International  
16605 Windsor Park Drive  
Lutz, FL 33549

13. **GOVERNING LAW; LITIGATION**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily waive the right to any trial by jury in any litigation hereunder between the parties.

14. **MISCELLANEOUS**

A. CONSULTANT represents and warrants to the VILLAGE that CONSULTANT does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONSULTANT's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin. CONSULTANT further covenants that no otherwise qualified individual shall, solely by reason of his or her race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

B. CONSULTANT is reminded and hereby recognizes that all work under this Agreement must comply with any applicable county, state and federal regulations. Any mandatory

clauses which are required by such county, state or federal regulations shall be deemed to be incorporated herein immediately upon VILLAGE's written request.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

FIELDING NAIR INTERNATIONAL  
16605 Windsor Park Drive  
Lutz, FL 33549

By: Prakash Nair  
Name: PRAKASH NAIR  
Title: PRESIDENT

VILLAGE:

VILLAGE OF KEY BISCAYNE  
88 West McIntyre Street  
Key Biscayne, FL 33149

By: [Signature]  
Genaro "Chip" Iglesias  
Village Manager  
Attest: [Signature]  
Village Clerk



Approved as to Form and Legal Sufficiency:

[Signature]  
Village Attorney  
Approved pursuant to Council Resolution No. 208-23



March 14, 2008

Office of the Village Clerk  
Conchita H. Alvarez, CMC, Village Clerk  
88 W. McIntyre Street  
Key Biscayne, FL 33149

**Re:** Municipal Charter School  
Response to Request for Proposals **FEE CLARIFICATION**

**Architects and Change  
Agents for Education**

Dear Ms. Alvarez:

This is to clarify that all **work listed under Categories 1, 2, 3, 4 and 6** of *Section 9 (proposed schedule and flow/time chart)* of this proposal **will be delivered by Fielding Nair International for \$72,000**. Our fee proposal refers to these services generally as "Phase One".

**Work listed under Category 5** of *Section 9 (proposed schedule and flow/time chart)* of this proposal **will be delivered by our national Charter Schools Experts EdVisions for \$32,000**. Our fee proposal refers to these services generally as "Phase Two".

Please call either one of us if you need further clarifications. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Randy Fielding'.

Randall Fielding, AIA  
Chairman

A handwritten signature in black ink that reads 'Prakash Nair'.

Prakash Nair, REFP  
President

**Tampa Office**  
16605 Windsor Park Drive  
Lutz, FL 33549  
USA  
Tel: 718.520.7318  
Fax: 813.909.2509  
Mobile: 917.406.3120  
Contact: Prakash Nair  
Prakash@FieldingNair.com

**Minneapolis Office**  
4937 Morgan Ave. South  
Minneapolis, MN 55419  
USA  
Tel: 612-925-6897  
Fax: 612-922-6631  
Mobile: 612-735-1221  
Contact: Randall Fielding  
Randy@FieldingNair.com

**Madison Office**  
1115 Oak Way  
Madison, WI 53705  
USA  
Tel: (608) 231-6141  
Mobile (608) 698-6141  
Contact: Jeffrey Lackney  
Jeff@FieldingNair.com

**Melbourne Office**  
6/570 Riversdale Rd  
Camberwell, Victoria  
Australia  
Tel: + 61 3 9882 3126  
Mobile: +61 4 1448 8571  
Contact: Annalise Gehling  
Annalise@FieldingNair.com

**Websites**  
FieldingNair.com  
DesignShare.com

# EXHIBIT "A"

Key Biscayne Charter School  
Fielding Nair International, LLC

## EDUCATIONAL FACILITIES PLANNING AND CHARTER SCHOOL CONSULTING SERVICES

### Proposed Schedule and Time Chart



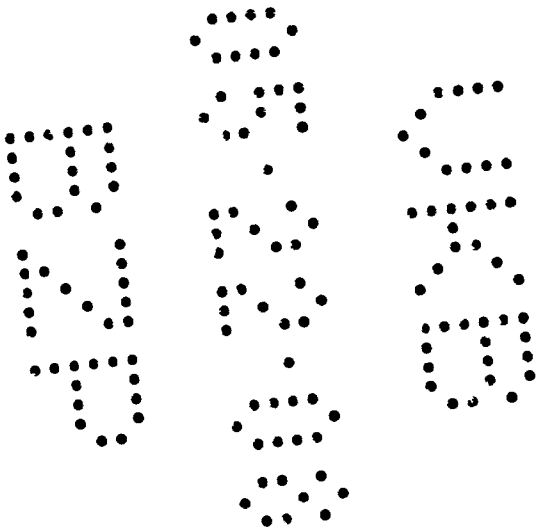
Item	CATEGORY AND TASKS	End of Week 3	End of Week 6	End of Week 10	DESCRIPTION OF SERVICE
<b>ONE</b>	<b>VISIONING</b>				
1.0	Best Practices Presentation	X			Global best practice discussion. Analysis of related case studied from around the nation and the world. Purpose to Inspire, Inform and Involve Stakeholders
1.1	Visioning Workshop	X			Getting stakeholders on the same page and united behind a shared vision for the school. The shared vision will become a reference for key future planning and design decisions
1.2	Development Options		X		This high-level exercise will take designated school stakeholders through the various development possibilities for preferred sites.
1.3	Change Management Workshop	X			This workshop looks at the potential school campus within the overall context of its organizational and management setting. We will look at aspects such as Desired Student Outcomes, School Learning Principles, Curriculum, Staff Development and Scheduling
1.4	Site Walk	X			This session will allow FNI principals and designated school stakeholders to gauge the opportunities and constraints of the available sites and see what works and what does not. It will also help in the preparation of a photographic essay of the potential sites and surrounding areas
<b>TWO</b>	<b>EDUCATIONAL FACILITY PLANNING</b>				
2.1	Site Opportunities and Constraints Evaluation		X		This document will list site opportunities and constraints that need to be considered in the development of the new school
2.2	30 Strategies Survey		X		This is a survey of the educational leadership in the community about 30 established educational strategies to determine the extent to which they wish to push the envelope of educational change in the new charter school
2.3	Treasure Card Survey		X		This is a survey that looks at the overall community of Key Biscayne to identify potential learning resources that students at the charter school can tap to augment the education experience



2.4	Blink Exercise		X		This exercise is geared to understanding, at a very personal level, the extent to which school stakeholders are willing to be innovative in the development of the new school
2.5	Signature Workshop		X		This will enable the planning team to understand the ethos of the community which will provide guidance for how best to represent the school signature architecturally
2.6	Programming			X	This will provide a detailed list of spaces with related sizes
2.7	Planning & Programming Report			X	The results of the Educational Planning work will be captured in the form of a Planning and Programming Workbook
<b>THREE</b>	<b>PLANNING SERVICES</b>				
3.1	Design Patterns Workshop			X	This exercise will develop the spatial literacy of the school stakeholders and enable them to become active partners in the school design process. FNI's <i>Language of School Design</i> will be used as a basis for this workshop
3.2	Conceptual Site Use Diagram			X	Based on the site walk and site evaluation exercise (items 1.4 and 2.1), FNI will develop a desired site use diagram
3.3	Conceptual Floor Plans			X	FNI will develop sketch concept design plans that illustrate the educational vision of the school stakeholders
<b>FOUR</b>	<b>EDUCATIONAL FACILITY ASSESSMENT</b>				
4.1	Prepare EFEI template for the Proposed School		X		Utilizing the results of the site survey and photo essay, prepare a benchmark EFEI template for the proposed school campus.
4.2	Utilize Customized EFEI During Planning and Concept Design		X		By utilizing the EFEI we can be certain that important client priorities remain front and center throughout the process and that none of the key requirements falls between the cracks. Changes, if needed, can be made in a timely fashion before they become expensive and time-consuming fixes later.
<b>FIVE</b>	<b>CHARTER SCHOOL STUDY</b>				
5.1	Overview of Municipal Charter School and the Municipal Co-Sponsor Models	X			Advantages/Disadvantages; org structure; start-up costs to drive application phase; source of funds; Operating costs
5.2	Overview of Top Municipal Charter Schools and Small Academies in Florida			X	Feeder pattern; small charters and academies; small learning community model
5.3	Operational and Financial Requirements for Facilities			X	Operating revenue and expense projections; availability of capital outlay funds; additional sources of funds; employee salaries and benefits; Review Key Biscayne student demographic data

5.4	Overview of the Municipal Charter School Process in Florida			X	Application process; Role of Governing board; Transition plans for grades 9-12; Attendance zones; Transportation; Food services; Insurance and indemnification; Interscholastic extracurricular activities; accountability requirements; certification requirements; employees; responsibility of the sponsor and school district; grant opportunities; school operating models
<b>SIX</b>	<b>CURRICULUM ASSESSMENT</b>				
6.1	Curriculum Assessment & Recommendations			X	Curriculum Specialist Dr. Jon Wiles will assess the Charter School curriculum needs and provide recommendations

Above timetables only reflect time that FNI and its sub-consultants will need to complete the work noted. They do not take into account time that the Village of Key Biscayne may need to review FNI submittals, set up required meetings with designated representatives and secure needed approvals for FNI to proceed with the work.



## EXHIBIT "B"

### **Fees – In Rem**

## **Fees for Services**

In Rem Solutions proposes the following contract services:

### **Phase I:**

#### **Prepare Charter Applications:**

1. Creation of a preliminary timeline;
2. Management of the charter application process, including oversight of charter application and authors, as appropriate;
3. Inform Village of requirements of charter applications;
4. Inform Village of charter deadlines;
5. Identify information needed for charter applications;
6. Coordinate the collection of data and documents for charter applications;
7. Coordinate with Village's educational specialists regarding curriculum for the charter school;
8. Coordinate with Village's financial specialists regarding income and expenses of the charter school;
9. Coordinate with Village's school operations specialists regarding the physical plant of the school;
10. Coordinate with Village's school experts on all other matters related to the charter school to complete the charter application including, but not limited to, disciplinary plans, emergency plans and school handbooks;
11. Management of preparation of any facility plans (if applicable);
12. Write and file charter applications in coordination with Village;
13. Other services as outlined in the RFP and as required by the Village.

The above services as well as any others needed to complete the Charter Application shall be billed at \$125/hour. Additional time expended by FNI to coordinate the work of In Rem Solutions shall be billed at \$275/hour for Principals and \$175/hour for others.

We recommend that the Village establish a not-to-exceed budget of \$20,000 for the above work. The actual amounts that will be

expended by the Village of Key Biscayne will depend upon how much of the work needed to file the Charter School Application will be done by designated representatives of the Village. Needless to say, the more work that the Village does and the more it uses the consultants as experts rather than in a clerical or administrative capacity, the less the overall cost of these services will be.

TAB 3

## **RESOLUTION 11-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING A REVISED INTERLOCAL AGREEMENT BETWEEN THE TOWN AND OTHER MUNICIPALITIES RELATING TO THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EXECUTE THE NECESSARY DOCUMENTS TO CARRY OUT THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town was instrumental in the adoption of House Bill 7179 last legislative session, which created Florida's Property Assessment Clean Energy (PACE) program; and

**WHEREAS**, on May 26, 2010, the Town Council established the South Dade Green Corridor District, which is a Property Assessment Clean Energy (PACE) program; and

**WHEREAS**, on November 17, 2010, the Town Council adopted Resolution 10-67 approving an interlocal agreement to be entered into with other municipalities in order to provide for the upfront financing for qualifying improvements as provided for in Section 163.08, Florida Statutes; and

**WHEREAS**, to date, no municipalities have entered into the interlocal agreement; and

**WHEREAS**, the Town Council desires to adopt a revised version of the interlocal agreement as provided for in Exhibit "A;" and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Adoption of Interlocal Agreement.** The Town Council hereby approves a revised Interlocal Agreement between the Town and other municipalities, in substantially the form attached hereto as Exhibit "A," relating to the Green Corridor Property Assessment Clean Energy (PACE) District.

**Section 3.**     **Authorization.** The Town Manager is hereby authorized to take any and all steps necessary to execute the necessary documents to carry out the intent and purpose of this Resolution.

**Section 4.**     **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

\_\_\_\_\_  
ESTHER B. COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____



**INTERLOCAL AGREEMENT  
BETWEEN  
THE TOWN OF CUTLER BAY, FLORIDA,**

**AND** \_\_\_\_\_,

This Interlocal Agreement is entered into between the Town of Cutler Bay, Florida, a Florida municipal corporation, hereinafter referred to as "Cutler Bay;"

and

\_\_\_\_\_, Florida, a Florida municipal corporation, hereinafter referred to as the "City B;"

and

\_\_\_\_\_, Florida, a Florida municipal corporation, hereinafter referred to as the "City C;"

and

the Green Corridor Property Assessment Clean Energy (PACE) District, hereinafter referred to as the "District."

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

**WHEREAS**, Section 163.01 (7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of the governmental units; and

**WHEREAS**, Cutler Bay, City B, and City C desire to enter into an interlocal agreement for establishment of the District as a separate legal entity (Collectively, the "Parties"); and

**WHEREAS**, Section 166.021, Florida Statutes, authorizes Cutler Bay, City B and City C to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Section 163.08, Florida Statutes, provides that a "local government," defined as a county, municipality or a dependent special district as defined in Section 189.403, Florida Statutes, may finance energy related "qualifying improvements" through voluntary assessments; and

**WHEREAS**, Section 163.08, Florida Statutes, provides that improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

**WHEREAS**, Section 163.08(5), Florida Statutes, provides that local governments may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements; and

**WHEREAS**, the Parties to this Interlocal Agreement have expressed a desire to enter into this Interlocal Agreement in order to authorize the establishment of the District as a means of implementing and financing a qualifying improvements program for energy conservation and efficiency improvements within the District; and

**WHEREAS**, Cutler Bay, City B and City C have determined that it is necessary and appropriate to create the District and to clarify various obligations for future cooperation between Cutler Bay, City B and City C related to the financing of qualifying improvements within the District; and

**WHEREAS**, Cutler Bay, City B and City C have determined that it shall serve the public interest to enter into this Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the District.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Interlocal Agreement is to consent to and authorize the creation of the District, pursuant to Section 163.08, Florida Statutes in order to facilitate the financing of qualifying improvements for property owners within the District. The District shall be a separate legal entity, pursuant to Section 163.01, Florida Statutes.

Section 3. Qualifying Improvements. The District shall allow the financing of qualifying improvements as defined in Section 163.08, Florida Statutes.

Section 4. Enabling Ordinance or Resolution. The Parties to this Interlocal Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the District. Said ordinances and resolutions shall include all of the provisions as provided for in Sections 163.01 and 163.08, Florida Statutes, for the creation of a partnership between local governments as a separate legal entity. The District shall be created upon the execution of this Interlocal Agreement by the Parties hereto and the adoption of an ordinance or resolution of support by the Parties establishing the District. Additional local

governments may join in and enter into this Interlocal Agreement by approval of the Board (as defined in Section 6 below), execution of this Interlocal Agreement and adoption of an ordinance or resolution of support establishing the District.

Section 5. District Boundaries. The boundaries of the District shall be the legal boundaries of the local governments that are Parties to this Interlocal Agreement. As contemplated in this Interlocal Agreement, the District will assist the local governments in levying voluntary assessments on the benefitted properties within the boundaries of the District to help finance the costs of qualifying improvements for those individual properties. Upon petition by the landowners of individual properties desiring to be benefitted, those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with the applicable law. Notwithstanding a local government's termination of participation within this Interlocal Agreement, those properties that have received financing for qualifying improvements shall continue to be a part of the District, until such time that all outstanding debt has been satisfied.

Section 6. Governing Board of the District. The District shall be governed by a governing board of the District (the "Board,") which shall be comprised of current elected officials of the Parties to this Interlocal Agreement and one at large member. The maximum number of members of the Board serving at any given time shall be no more than seven (7) and the minimum number of members shall be not less than three (3). The initial Board which shall serve for an initial four (4) year term and shall consist of one (1) representative(s) appointed by Cutler Bay, one (1) representative(s) appointed by City B, and one (1) representative(s) appointed by City C. The initial at large member of the Board shall be appointed by a majority vote of the Board at its first regularly scheduled meeting. All subsequent renewal terms shall be for four (4) years. Following the initial Board appointments, the Parties to this Interlocal Agreement shall nominate appointees to be elected to the Board by current sitting Board members. In the event a Board member loses his or her elected seat, that Party to this Interlocal Agreement shall appoint a replacement elected official to fulfill the remaining term of that member. The Board's administrative duties shall include all duties necessary for the conduct of the Board's business and the exercise of the powers of the District as provided in Section 11.

Section 7. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board. The Board may adopt rules of procedure. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

Section 8. District Staff and Attorney. The Town Manager of Cutler Bay shall serve as the staff to the District. In addition, the Town Attorney for Cutler Bay shall serve as the counsel to the District. The Parties agree to designate the Town Manager of Cutler Bay, as their authorized agent for purposes of signing any agreements authorized by the Board. After the District has been operating for two years, the Board may choose to hire different District staff and/or Attorney.

Section 9. Authorized Official. The Parties agree to each identify a local official or designee of the respective Party who is authorized to enter into a financing agreement, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the District.

Section 10. Procurement. The Parties agree and understand that the initial procurement for a Third Party Administrator will be performed by the Town of Cutler Bay in accordance with its adopted procurement procedures. Upon the Town of Cutler Bay selecting the Third Party Administrator (TPA), the Town will enter into an agreement with the TPA, which will be subsequently assigned to the District.

Section 11. Powers of the District. The District shall exercise any or all of the powers granted under Sections 163.01 and 163.08, Florida Statutes, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the District boundaries;
- b. In its own name to make and enter into contracts;
- c. To employ agencies, employees, or consultants;
- d. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- e. To acquire, hold, or dispose of property;
- f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to this Interlocal Agreement;
- g. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the District, the conduct of the business of the District, and the maintenance of records and documents of the District;
- h. To maintain an office at such place or places as it may designate within the District or within the boundaries of a Party to this Interlocal Agreement;
- i. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Section 163.08, Florida Statutes, and to accept funding from local and state agencies;
- j. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, Florida Statutes; and

- k. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

Section 12. Quarterly Reports. A quarterly report of the District shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports and other related records produced and maintained by the District, its employees and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Interlocal Agreement upon reasonable notice.

Section 13. Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution; provided, however, that any Party may terminate its involvement in the District and its participation in this Interlocal Agreement upon ten (10) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, the District and this Interlocal Agreement shall continue until such time as all remaining Parties agree to terminate.

Section 14. Consent. This Interlocal Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of the District as required by Sections 163.01 and 163.08, Florida Statutes.

Section 15. Liability. The Parties hereto shall each be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. For any action or proceeding brought against the District pursuant to this Interlocal Agreement, the Parties shall each contribute pro rata for all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities.

Section 16. Notices. 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 (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:                      Town Manager  
    Town of Cutler Bay  
    10720 Caribbean Boulevard, Suite 105  
    Town of Cutler Bay, Florida 33189

With a Copy to:                      Weiss Serota Helfman  
    Pastoriza Cole & Boniske, P.L.  
    2525 Ponce de Leon Boulevard  
    Suite 700  
    Coral Gables, Florida 33134

If to City B:                              \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

If to City C:                              \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

Section 13. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 14. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 15. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and 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 16. Merger. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement.

Section 17. Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

Section 18. Records. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 19. Governing Law and Venue. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Miami-Dade County, Florida.

Section 20. Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 21. Effective Date and Joinder by District. This Interlocal Agreement shall become effective upon the execution by the Parties hereto. It is agreed that, upon the formation of the District, the District shall thereafter join this Interlocal Agreement and that the District shall thereafter be deemed a Party to this Interlocal Agreement as if it were an original Party thereto.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Interlocal Agreement on this \_\_\_\_day of \_\_\_\_\_, 2011.

ATTEST:

TOWN OF CUTLER BAY, a municipal  
corporation of the State of Florida

BY: \_\_\_\_\_

Town Clerk

(Affix Town Seal)

BY: \_\_\_\_\_

Town Manager

Approved by Town Attorney  
as to form and legal sufficiency

\_\_\_\_\_

Town Attorney



TAB 4

**RESOLUTION 11-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA,  
AUTHORIZING THE TOWN MANAGER TO TAKE ANY  
AND ALL STEPS NECESSARY TO OBTAIN FEE SIMPLE  
TITLE TO THE PRIVATE LINEAR PARK GENERALLY  
LOCATED NORTH OF S.W. 223<sup>RD</sup> TERRACE, SOUTH OF  
S.W. 216<sup>TH</sup> STREET, EAST OF S.W. 97<sup>TH</sup> AVENUE, AND  
WEST OF S.W. 95 PLACE AS FURTHER SHOWN ON  
EXHIBIT "A;" AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, the Town of Cutler Bay (the "Town") desires to increase the amount of public park facilities to be utilized by residents within the Town; and

**WHEREAS**, the Town is interested in obtaining fee simple title to the private linear park generally located North of S.W. 223<sup>rd</sup> Terrace, South of S.W. 216<sup>th</sup> Street, East of S.W. 97<sup>th</sup> Avenue, and West of S.W. 95 Place as further shown on Exhibit "A" (the "Property"); and

**WHEREAS**, the Town Council hereby authorizes the Town Manager to take any and all steps necessary to obtain fee simple title to the Property; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN  
COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.**    The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.    Authorization.**    The Town Manager is hereby authorized to take any and all steps necessary to obtain fee simple title to the Property, including, but not limited to, obtaining a survey, title report, inspection reports, and entering into any agreements necessary to effectuate the intent and purpose of this Resolution.

**Section 3.    Effective Date.**    This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

---

ESTHER B. COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

---

WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

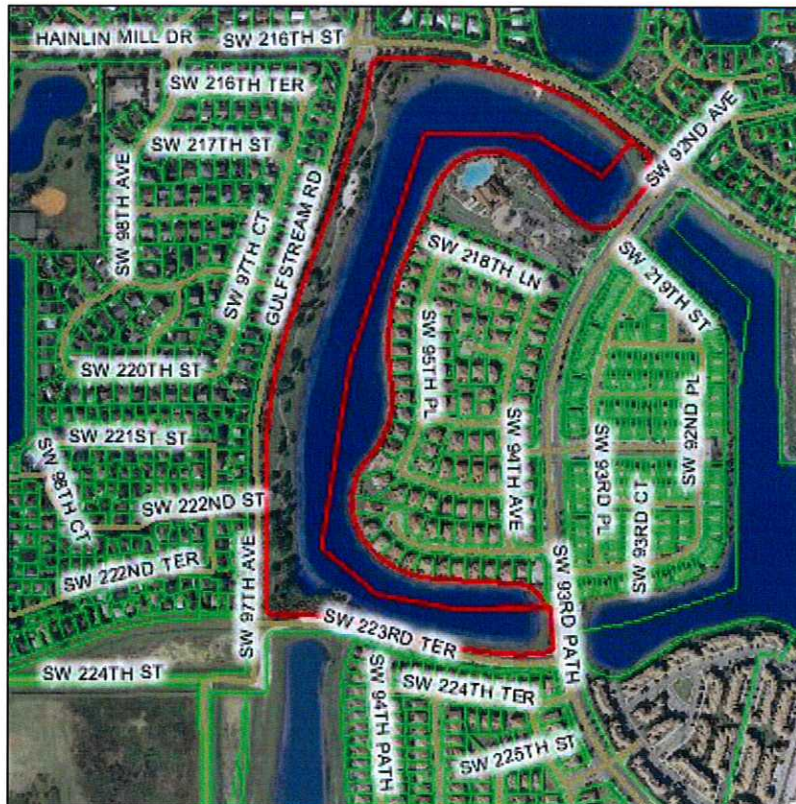
# My Home

Miami-Dade County, Florida

[miamidade.gov](http://miamidade.gov)



## Property Information Map



Aerial Photography - 2009

0 336 ft

This map was created on 5/10/2011 5:15:31 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



Close

### Summary Details:

Folio No.:	<a href="#">36-6016-010-0981</a>
Property:	
Mailing Address:	LAKES BY THE BAY SOUTH COMMUNITY C/O GMS-SF, LLC ATTN: RICH HANS 5701 N PINE ISLAND RD #370 FORT LAUDERDALE FL 33321-

### Property Information:

Primary Zone:	3700 MULTI-FAMILY
CLUC:	0051 PRIVATE PARK
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	0
Year Built:	0
Legal Description:	LAKES BY THE BAY AMBER PB 161-80 TRACTS E & F LOT SIZE 34.87 AC FAU 30 6016 010 0980 OR 22450-1315 0604 2

### Assessment Information:

INFORMATION NOT AVAILABLE
---------------------------

### Sale Information:

Sale Date:	6/2004
Sale Amount:	\$10,001,300
Sale O/R:	<a href="#">22450-1315</a>
Sales Qualification Description:	Deeds which include more than one parcel
<a href="#">View Additional Sales</a>	

TAB 5



## Office of the Town Manager

Steven J. Alexander  
Town Manager

# MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: March 18, 2011

Re: **RFQ # 10-04 DESIGN AND ENGINEERING SERVICES – CARIBBEAN BOULEVARD ROADWAY IMPROVEMENTS**

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, APPROVING THE QUALIFIED FIRM TO PROVIDE DESIGN AND ENGINEERING, SERVICES TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH CORZO, CASTELLA, CARBALLO, THOMPSON, AND SALMAN (C3TS) INC. ; PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

At the March 19, 2008 Town Council meeting, Resolution # 08-17 was adopted approving a joint participation agreement with Miami-Dade County to facilitate the construction of roadway improvements along Caribbean Boulevard (between Coral Sea Road and SW 87 Avenue). As a result of the agreement the Town issued a Request for Qualification (RFQ # 10-04) for Professional Design and Engineering Services, associated with the proposed roadway improvement project

In addition to meeting all of the requirements stated in the Town's RFQ # 10-04, each proposer was subject to a thorough compliance review process which was conducted by the Miami-Dade County Small Business Development Department. The purpose of the compliance review is to verify that each proposer met the County's 30% sub-consultant Goal(s), established for this particular project. For your review, the County's detailed proposers' Compliance Review dated February 28, 2011 is attached (Exhibit "A").

An Evaluation Committee consisting of the following Town staff: Public Works Director, Parks & Recreation Director, and Stormwater Utility Manger was established to review each of the submitted proposals. The Committee members evaluated and ranked all fifteen (15) proposals independently, and met on March 10, 2011 to tabulate and compile their individual scores, see attached Exhibit "B". As per the RFQ (Section 3.3), the top three (3) ranked firms were then invited to make a presentation before the Town's Evaluation Committee on March 17, 2011.



Following the Oral Presentations, the top three (3) short-listed firms were awarded points, based on their presentation(s), see Exhibit “C”. As per RFQ Section 3.3 – the above “combined” points were calculated as follows: Written proposal 75% and Oral Presentation 25%.

<b><u>FIRM NAME</u></b>	<b><u>POINTS</u></b>
1) CORZO, CASTELLA, CARBALLO, THOMPSON, SALMON, PA (C3TS)	89.00
2) KIMLEY-HORN AND ASSOCIATES, INC.	85.25
3) MARLIN ENGINEERING, INC.	83.25

#### **RECOMMENDATION**

I recommend that the attached Resolution be Adopted, authorizing the Town Manager to “Negotiate” a Professional Services Agreement with Corzo, Castella, Carballo, Thompson, Salmon, PA (C3TS).

**Date:** November 4, 2010

**To:** Javier Heredia, Project Engineer  
Highway Engineering Division

**From:**  Rodney McMillian  
Special Project Administrator  
Contracts and Specifications Section

**Subject:** Notice of SBD Project Worksheet:  
OCI Project No. E08-PW-05/ PWD No. 20090088  
Joint Participation Agreement (JPA) between  
Miami-Dade County and the Town of Cutler Bay  
Caribbean Blvd. from Coral Sea Road to SW 87 Ave

---

The Review Committee (RC) met on October 27, 2010 and reviewed this project and recommended the following contract measure(s): 30% Community Business Enterprise (CBE) Subcontractor Goal. The Community Workforce Program (CWP) is not applicable to this JPA. The attached Department of Small Business Development (SBD) Project Worksheet **must** be included in the project advertisement documents.

Please note that in accordance with Ordinance 97-52 (as amended), the Ordinance creating the CSBE Program, the following Department responsibilities must be adhered to:

1. Subsequent to a recommendation by the RC and prior to contract advertisement, each department shall **advise SBD of any changes in scope of work of a contract**. SBD shall review the change and recommend to the County Manager whether the contract requires further review by the RC due to the change in the scope of work. Each department shall advise SBD of post-award changes in scope and all change orders that require Board of County Commissioners' approval. SBD shall review the changes and change orders and recommend to the County Manager whether the contract requires further action by the RC due to the scope of work changes, and report on the prime contractor's current status of CSBE compliance.
2. Each department shall **advise SBD of any contract advertisement dates that are in excess of one hundred and twenty (120) days of the initial RC recommendation** to apply a Set-Aside or a goal in order to allow SBD to identify any changes in availability.
3. Each department shall **advise SBD of any contract canceled or not advertised within one hundred and eighty (180) days after review by the RC** and the contract must be resubmitted to the RC to re-establish availability.

CONTRACT MEASURES FOR THIS PROJECT HAVE BEEN APPROVED IN ACCORDANCE WITH MIAMI-DADE COUNTY CODE.

If any additional information is needed, please call me at (305) 375-5320, or Frank Aira at (305) 375-2930.

Attachments (1)

Frank Aira, PWD  
Project File

Javier Heredia, PWD

Eric Steinberg, PWD





Dept. of Small Business Development  
Project Worksheet

Project/Contract Title: JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY - CARIBBEAN BOULEVARD FROM CORAL SEA ROAD TO SW 87TH AVENUE (SIC 871) RC Date: 10/27/2010  
1 -01  
Project/Contract No: E08-PW-05 Funding Source: Item No: 12/23/2008  
Department: PUBLIC WORKS DEPARTMENT PTP  
Estimated Cost of Project/Bid: \$695,546.00 Resubmittal Date(s):  
Description of Project/Bid: THE DESIGN AND CONSTRUCTION OF A ROADWAY IMPROVEMENT PROJECT ALONG CARIBBEAN BOULEVARD FROM CORAL SEA ROAD TO SW 87TH AVENUE WHICH INCLUDES THE CONSTRUCTION OF THE EXISTING TWO (2) LANES, WITH CONTINUOUS STORMWATER DRAINAGE SYSTEM, CURB AND GUTTER, ENHANCED LIGHTING, TRAFFIC SIGNALIZATION, LANDSCAPE, SIDEWALKS, PEDESTRIAN CROSSWALKS, BIKE LANES, BUS PULLOUT BAYS, AND INTERSECTION IMPROVEMENTS.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	30.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

\*\*\*Funding Source/s: People's Transportation Plan \*\*\*Reason for Resubmittal: Project was not advertise within the required 180 days.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
ENVIRONMENTAL ENG-STORMWATER DRAINAGE	CBE	\$125,198.28	18.00%	32
DESIGN SERV				
LANDSCAPE ARCHITECTURE	CBE	\$27,821.84	4.00%	5
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$55,643.68	8.00%	14
Total		\$208,663.80	30.00%	

Living Wages: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

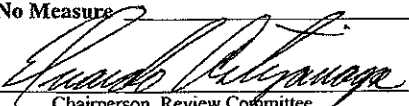
REVIEW COMMITTEE RECOMMENDATION


Tier 1 Set Aside \_\_\_\_\_

Set Aside \_\_\_\_\_ Level 1 \_\_\_\_\_ Level 2 \_\_\_\_\_ Level 3 \_\_\_\_\_

Trade Set Aside (MCC) \_\_\_\_\_ Goal 30% CBE Bid Preference \_\_\_\_\_

No Measure \_\_\_\_\_ Deferred \_\_\_\_\_ Selection Factor \_\_\_\_\_

 10/27/10  
Chairperson, Review Committee Date

 10/27/10  
County Manager / Designee Date



**RFQ #10-04**  
Evaluation Criteria



**DESIGN & ENGINEERING SERVICES**  
**CARIBBEAN BLVD. ROADWAY IMPROVEMENTS**  
**Detailed Committee Ranking**

FIRM RANKING	FIRM NAME	RAFAEL CASALS	ALAN RICKE	ERICK CARRILLO	AVERAGE SCORE
1	Corzo Castella Carballo Thompson Salman, P.A.	90	80	97	89
2	Kimley-Horn & Associates, Inc.	87	70	97	85
3	Marlin Engineering, Inc.	89	73	90	84
4	Consul-Tech Enterprises, Inc.	83	63	95	80
5	Gannett Fleming, Inc.	84	64	87	78
6	BCC Engineering, Inc.	82	58	93	78
7	The Corradino Group, Inc.	88	65	80	78
8	Bermello Ajamil & Partners, Inc.	83	56	94	78
9	HBC Engineering Company	83	61	86	77
10	R.J. Behar & Company, Inc.	85	55	89	76
11	Calvin Giordano & Associates, Inc.	85	58	85	76
12	Metric Engineering, Inc.	84	58	84	75
13	Wolfberg Alvarez & Partners, Inc.	84	50	83	72
14	C.H. Perez & Associates Consulting Engineers, Inc.	62	46	81	63
15	SRS Engineering, Inc.	67	41	67	58

**Key:**   = Short Listed Firms (Top Three (3), as per RFQ #10-04: Section 3.3)

**RESOLUTION NO. 11-\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFIED FIRM TO PROVIDE DESIGN AND ENGINEERING SERVICES TO THE TOWN FOR CARIBBEAN BOULEVARD ROADWAY IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN (C3TS) INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) desires to improve the structure and environment of the Town and determines that contracting for professional services is in the best interest of the Town; and

**WHEREAS**, the Town Council adopted Resolution # 08-17 approving a Joint Participation Agreement with Miami-Dade County to facilitate the construction of roadway improvements for Caribbean Boulevard; and

**WHEREAS**, on January 6, 2011, the Town issued a Request for Qualifications (the “RFQ”) for Design and Engineering Services for Caribbean Boulevard (between Coral Sea Road and SW 87 Avenue) roadway improvements; and

**WHEREAS**, on February 8, 2011, the Town received fifteen (15) proposals from local engineering firms; and

**WHEREAS**, in accordance with the stipulations of the RFQ, an Evaluation Committee publicly met on March 10, 2011 to review and short-list all the submitted proposals, attached as Exhibit “A”; and

**WHEREAS**, pursuant to the RFQ competitive selection process utilized by the Town, the Evaluation Committee conducted oral presentations on March 17, 2011 which resulted in the ranking of the highest ranked firms attached as Exhibit “B”; and

**WHEREAS**, the Evaluation Committee recommends that the Town utilize the services of the highest ranked firm: Corzo, Castella, Carballo, Thompson, Salmon (C3TS) (the “Contractor”) to provide design and engineering services for the Caribbean Boulevard roadway improvements; and

**WHEREAS**, should the negotiations be unsuccessful with the Contractor, the Town Council desires to obtain the services of the next highest ranked firm(s), in order of the ranking as described in Exhibit “B;” and

**WHEREAS**, the Town Manager has determined in accordance with Section 3.10 of the Town Charter and the Town Purchasing Ordinance that there is a sufficient unencumbered budget appropriation within the department to pay for this agreement, and the Town Manager has made a written recommendation to the Council for its approval; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town..

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of Firm.** The Town Council hereby approves the highest ranked firm: Corzo, Castella, Carballo, Thompson, and Salman (C3TS, Inc to provide design and engineering services for the Caribbean Boulevard roadway improvements.

**Section 3. Town Manager Authorization.** The Town Manager is authorized, on behalf of the Town, to negotiate an Agreement for design and engineering services with the first-ranked firm: Corzo Castella Carballo Thompson Salmon (C3TS), Inc. In the event the Town Manager is unable to negotiate a contract with Corzo Castella Carballo Thompson Salmon (C3TS), Inc., then the Town Manager may negotiate an Agreement with the next highest ranked firm(s), in order of ranking as described in Exhibit "B".

**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Edward P. MacDougall, Mayor

Attest:

\_\_\_\_\_  
Esther Coulson  
Town Clerk



**RFQ #10-04**  
Evaluation Criteria



**DESIGN & ENGINEERING SERVICES**  
**CARIBBEAN BLVD. ROADWAY IMPROVEMENTS**  
**Detailed Committee Ranking**

FIRM RANKING	FIRM NAME	RAFAEL CASALS	ALAN RICKE	ERICK CARRILLO	AVERAGE SCORE
1	Corzo Castella Carballo Thompson Salman, P.A.	90	80	97	89
2	Kimley-Horn & Associates, Inc.	87	70	97	85
3	Marlin Engineering, Inc.	89	73	90	84
4	Consul-Tech Enterprises, Inc.	83	63	95	80
5	Gannett Fleming, Inc.	84	64	87	78
6	BCC Engineering, Inc.	82	58	93	78
7	The Corradino Group, Inc.	88	65	80	78
8	Bermello Ajamil & Partners, Inc.	83	56	94	78
9	HBC Engineering Company	83	61	86	77
10	R.J. Behar & Company, Inc.	85	55	89	76
11	Calvin Giordano & Associates, Inc.	85	58	85	76
12	Metric Engineering, Inc.	84	58	84	75
13	Wolfberg Alvarez & Partners, Inc.	84	50	83	72
14	C.H. Perez & Associates Consulting Engineers, Inc.	62	46	81	63
15	SRS Engineering, Inc.	67	41	67	58

**Key:**   = Short Listed Firms (Top Three (3), as per RFQ #10-04: Section 3.3)



**RFQ #10-04**  
**DESIGN & ENGINEERING SERVICES**  
**CARIBBEAN BOULEVARD ROADWAY IMPROVEMENTS**

**ORAL PRESENTATION EVALUATION**

Thursday, March 17th, 2011

**Detailed Committee Ranking Score Sheet**

FIRM RANKING	FIRM NAME	RAFAEL CASALS	ALAN RICKE	ERICK CARRILLO	AVERAGE SCORE
1	Corzo Castella Carballo Thompson Salman, P.A. (C3TS)	89	87	90	89
2	Kimley-Horn and Associates, Inc.	87	82	90	86
3	Marlin Engineering, Inc.	84	74	84	81

TAB 6



## Office of the Town Manager

Steven J. Alexander  
Town Manager

### MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: March 18, 2011

Re: Landscape Maintenance Services (RFP # 09-09) Contract Amendment

---

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO AMEND THE LANDSCAPE MAINTENANCE AGREEMENT WITH GROUNDKEEPERS, INC. FOR ADDITIONAL SCOPE OF SERVICES WITHIN TOWN'S DESIGNATED RIGHT-OF-WAYS AND CUL-DE-SACS FOR AN ANNUAL AMOUNT OF \$23,292.00 AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

On November 18, 2009, via Resolution number 09-81, the Town Council approved a Landscape Maintenance Contract with Groundkeepers Inc. (the "Contractor"), for services outlined in Request for Proposal (RFQ) number 09-09. The Contractor provided above satisfactory the town-wide mowing, landscape, and litter patrol services for the Town for over a year and a half.

The Public Works staff has identified additional landscape maintenance sites which were not included in the original Scope-of-Services that require litter and mowing services, as outlined in RFQ number 09-09. Some of the identified sites were maintained by neighbors and Town staff. In order to continue the high level of service which is being offered by our existing Contractor, Town staff has negotiated the proposed amendment to the Landscape Services contract.





Since the original Scope of Services that was developed in 2009, the Town's Public Works Department has identified the following combination of cul-de-sacs, swales, and center medians that are in need of landscape services:

<b>SITE #</b>	<b>REFERENCE ADDRESS</b>	<b>SITE DESCRIPTION(S)</b>
<b>92</b>	8265 SW 184 Terrace	CUL-DE-SAC
<b>93</b>	9010 SW 186 Terrace	CUL-DE-SAC
<b>94</b>	18921 SW 92 Court	CUL-DE-SAC
<b>95</b>	8874 SW 196 Terrace	CUL-DE-SAC
<b>96</b>	SW 208 Street (between SW 92 Ave & SW 87 Ave)	CENTER MEDIANS
<b>97</b>	10190 SW 203 Terrace	CUL-DE-SAC
<b>98</b>	19700 SW 99 Court	CUL-DE-SAC
<b>99</b>	20200 SW 91 Avenue	CUL-DE-SAC
<b>100</b>	9115 SW 202 Terrace	CUL-DE-SAC
<b>101</b>	21320 SW 102 Court	DEAD END STREET SWALES
<b>102</b>	21430 SW 102 Court	DEAD END STREET SWALES
<b>103</b>	20051 SW 79 Avenue between 20091 SW 79 Avenue	SWALE AREA (length 31ft/depth 25ft)
<b>104</b>	20321 SW 79 Avenue between 20401 SW 79 Avenue	SWALE AREA (length 27ft/depth 25ft)
<b>105</b>	20401 SW 79 Avenue between 7916 SW 205 Street	SWALE AREA (length 120ft/depth 25ft)

Town staff has determined that it is in the best interest of the Town to “amend” the original Landscape Maintenance Agreement with Groundkeepers Inc. for an annual amount of \$ 23,292.00 for additional maintenance services, on the sites identified above.

## **RECOMMENDATION**

We recommend that the attached resolution be adopted, authorizing the Town Manager to execute an Amendment to the Landscape Maintenance Service Agreement with Groundkeepers Inc. for additional landscape maintenance services for the sites identified above.





Groundkeepers, Inc.

8004 N.W. 154th Street, Suite# 330  
Miami Lakes, Florida 33016

# Estimate

Date	Estimate #
3/11/2011	311004

Name / Address
Town of Cutler Bay 10720 Caribbean Boulevard Suite 105 Cutler Bay, Florida 33189

Project
New Sites

Description	Qty	Cost	Total
<p>New Sites - Right of way</p> <p>Monthly Lawn Service.</p> <ul style="list-style-type: none"> <li>- 8265 SW 184th Terrace</li> <li>- 9010 SW 186th Terrace</li> <li>- 18921 SW 92nd Court</li> <li>- 8874 SW 196th Terrace</li> <li>- SW 208th Street ( between SW 92nd Avenue @ SW 87th Ave.)</li> <li>- 10190 SW 203th Terrace</li> <li>- 19700 SW 99th Court</li> <li>- 20200 SW 91st Avenue</li> <li>- 9115 SW 202nd Terrace</li> <li>- 21320 SW 102nd Court</li> <li>- 21430 SW 102nd Court</li> <li>- 20051 SW 79th Avenue between 20091 SW 79th Avenue</li> <li>- 20321 SW 79th Avenue between 20401 SW 79th Avenue</li> <li>- 20401 SW 79th Avenue between 7916 SW 205th Street</li> </ul>			23,292.00
Thank you for considering us for your Landscaping needs.		<b>Total</b>	\$23,292.00

Phone #	Fax #	E-mail
305-825-1712	305-825-1713	billing@groundkeepers.net

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AMENDMENT TO THE LANDSCAPE MAINTENANCE AGREEMENT WITH GROUNDKEEPERS, INC. FOR ADDITIONAL SCOPE OF SERVICES WITHIN TOWN DESIGNATED RIGHT-OF-WAYS AND CUL-DE-SACS FOR AN ANNUAL AMOUNT OF \$23,292.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 18, 2009, the Town Council adopted Resolution 09-81, which approved a Landscape Maintenance Agreement between the Town of Cutler Bay (the “Town”) and Groundkeepers, Inc.; and

**WHEREAS**, the Town desires to increase the landscape maintenance sites included in the original Scope of Services, identified in Request for Proposal (the “RFP”) Number 09-09; and

**WHEREAS**, the additional landscape maintenance sites consists of cul-de-sacs, swale areas, and new center medians as shown in the attached Exhibit “A”; and

**WHEREAS**, the funds for the additional Scope of Services will be disbursed from the Public Works Department’s General Operating Budget – Other Contractual Services; and

**WHEREAS**, the Town Council desires to authorize the Town Manager, on behalf of the Town, to amend the Landscape Maintenance Agreement, to include the additional landscape maintenance sites, as identified in Exhibit “A”; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Landscape Maintenance Services Agreement Amended.** The Town Council hereby approves an amendment to the Landscape Maintenance Services Agreement with GroundKeepers, Inc., in the annual amount of \$ 23,292.00, for additional

landscape maintenance sites as shown in Exhibit "A," with the same terms and conditions as defined in RFP Number 09-09.

**Section 3. Town Manager Authorized.** The Town Manager is hereby authorized, on behalf of the Town, to execute an amendment to the Landscape Maintenance Services Agreement with GroundKeepers, Inc. consistent with the provisions of this Resolution.

**Section 4. Effective Date.**

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

\_\_\_\_\_  
ESTHER B. COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE  
USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, PASTORIZA,  
COLE & BONISKE, P.L.  
Town Attorney

FINAL VOTE AT ADOPTION:



Mayor Edward P. MacDougall \_\_\_\_\_

Vice Mayor Ernest Sochin \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Mary Ann Mixon \_\_\_\_\_

Councilmember Sue Ellen Loyzelle \_\_\_\_\_

 <b>Town of Cutler Bay</b> <b>Public Works Department</b> <b>MASTER SITE LIST</b> <b>Landscape Maintenance Services</b> <b>RFP #09-09</b> <b>(Additional Sites in BOLD)</b>				
<b>SITE #</b>	<b>REFERENCE ADDRESS</b>	<b>SITE DESCRIPTION(S)</b>		
1	9233 SW 212 Terrace	CUL-DE-SAC		
2	9285 SW 212 Terrace	CUL-DE-SAC		
3	9335 SW 212 Terrace	CUL-DE-SAC		
4	9384 SW 212 Terrace	CUL-DE-SAC		
5	9400 SW 215 Lane	CENTER ISLAND		
6	SW 212 Street (between SW 87 Avenue & SW 92 Place)	CENTER MEDIANS		
7	SW 88 Ct & Cutler Court (20208 SW 85 Court)	CUL-DE-SAC		
8	SW 85 Place & Cutler Court (20210 SW 85 Place)	CUL-DE-SAC		
9	8560 Cutler Court	CUL-DE-SAC		
10	SW 212 Street (between SW 87 Avenue & SW 85 Avenue)	CENTER MEDIANS		
11	SW 85 Avenue (between Old Cutler Rd. & theoretical SW 213 Street)	CENTER MEDIANS & SWALES		
12	8395 SW 187 Terrace	CUL-DE-SAC		
13	8370 SW 187 Street	CUL-DE-SAC		
14	8390 SW 186 Street	CUL-DE-SAC		
15	18490 SW 83 Place	CUL-DE-SAC		
16	8221 SW 185 Street	CUL-DE-SAC		
17	Caribbean Blvd. & Franjo Road	CENTER MEDIANS & SWALES		
18	Caribbean Blvd. & Eureka Drive	CENTER MEDIANS		
19	19707 SW 84 Place	CENTER ISLAND		
20	18421 SW 86 Court	CUL-DE-SAC		
21	18620 SW 88 Road	CUL-DE-SAC		
22	8823 SW 185 Lane	CUL-DE-SAC		
23	8825 SW 185 Terrace	CUL-DE-SAC		
24	Tiffany Drive & Franjo Road	CENTER MEDIAN		
25	9511 SW 190 Street	CUL-DE-SAC		
26	18922 SW 94 Avenue	CUL-DE-SAC		
27	18924 SW 93 Court	CUL-DE-SAC		
28	9542 SW 189 Terrace	CUL-DE-SAC		
29	9550 SW 188 Terrace	CUL-DE-SAC		
30	9475 SW 188 Street	CUL-DE-SAC		
31	18715 SW 96 Avenue	CUL-DE-SAC		
32	18630 SW 94 Court	CUL-DE-SAC		

# EXHIBIT A

Page 2 of 3

SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
33	18611 SW 94 Avenue	CUL-DE-SAC
34	18731 SW 94 Avenue	CUL-DE-SAC
35	18632 SW 93 Court	CUL-DE-SAC
36	18735 SW 93 Court	CUL-DE-SAC
37	18620 SW 93 Avenue	CUL-DE-SAC
38	18711 SW 92 Court	CUL-DE-SAC
39	18610 SW 92 Avenue	CUL-DE-SAC
40	18514 SW 90 Court	CUL-DE-SAC
41	8904 SW 184 Terrace	CUL-DE-SAC
42	9280 SW 186 Terrace	CUL-DE-SAC
43	9241 SW 186 Terrace	CUL-DE-SAC
44	18607 SW 94 Court	CUL-DE-SAC
45	18611 SW 93 Place	CUL-DE-SAC
46	18521 SW 92 Court	CUL-DE-SAC
47	18521 SW 92 Avenue	CUL-DE-SAC
48	18561 SW 93 Avenue	CUL-DE-SAC
49	9444 SW 186 Street	CUL-DE-SAC
50	9436 SW 185 Terrace	CUL-DE-SAC
51	18553 SW 93 Place	CUL-DE-SAC
52	9444 SW 185 Street	CUL-DE-SAC
53	9432 SW 184 Terrace	CUL-DE-SAC
54	SW 186 Street (between US1 & Franjo Rd.	SWALES
55	SW 107 Avenue (between Caribbean Blvd. & South Dixie Hwy.)	SWALES
56	SW 212 Street (between Old Cutler Rd. & SW 97 Place)	SWALES
57	10198 SW 200 Terrace	CUL-DE-SAC
58	10193 SW 201 Terrace	CUL-DE-SAC
59	10198 SW 202 Terrace	CUL-DE-SAC
60	10170 SW 198 Street	CUL-DE-SAC
61	10010 SW 198 Street	CUL-DE-SAC
62	10000 SW 199 Street	CUL-DE-SAC
63	19740 SW 100 Avenue	CUL-DE-SAC
64	19715 SW 99 Place	CUL-DE-SAC
65	19261 Sterling Drive	CUL-DE-SAC
66	Broad Channel Drive (between South Dixie Hwy. & Belview Drive)	CENTER MEDIANS

## EXHIBIT A

Page 3 of 3

SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
67	SW 224 Street (between SW 87 Avenue & Dead End)	CUL-DE-SAC & SWALES
68	9945 Broad Channel Drive	CUL-DE-SAC & SWALE
69	SW 207 Street (between SW 87 Avenue & SW 80 Court)	CENTER MEDIANS & SWALES
70	SW 99 Avenue (between SW 212 Street & SW 216 Street)	SWALES
71	SW 200 Street & SW 103 Avenue	VACANT LOT ADJACENT TO FOOTBRIDGE
72	Martinique Drive & Anchor Road	DEAD END STREET SWALES
73	18705 SW 99 Road	LANDSCAPED AREA BEHIND GUARDRAIL
74	Marlin Road (bridge) (between Belaire Drive & Sterling Drive)	SWALE - BOTH SIDES (approaching bridge)
75	Caribbean Blvd. Bridge (between SW 103 Avenue & SW 103 Place)	SWALE - BOTH SIDES (approaching bridge)
76	SW 224 Street (between Old Cutler Rd. & SW 97 Avenue)	CENTER MEDIANS & SWALES
77	10201 Bel-view Drive	CUL-DE-SAC & SWALE
78	Gulfstream Rd. (between SW 210 Street to SW 211 Street)	SWALES
79	SW 187 Terrace (between SW 82 Avenue & theoretical SW 83 Ave.	SWALES
80	SW 107 Avenue (between Caribbean Blvd. to SW 211 Street)	SWALES
81	20420 SW 106 Court	CUL-DE-SAC & MONUMENT SIGN AREA
82	SW 196 Street (between Old Cutler Road & Dead end)	SWALES
83	SW 210 Street (between SW 81 Place to theoretical SW 78 Court)	SWALES
84	SW 82 Avenue between SW 207 Street to SW 210 Street	CENTER MEDIANS & SWALES
85	SW 212 Street (between SW 92 Place & SW 97 Avenue)	SWALES
86	SW 197 Terrace (between SW 78 Place & SW 78 Court)	SWALES
87	SW 78 Court (between 19621 SW 78 Court & dead end)	SWALES
88	SW 232 Street (between SW 87 Avenue & SW 97 Avenue)	SWALE - northside of SW 232 Street only
89	SW 97 Avenue (between SW 224 Street & SW 232 Street)	SWALES
90	SW 92 Avenue (between Old Cutler Road & SW 212 Street)	SWALES
91	8280 SW 186 Street	CUL-DE-SAC
92	<b>8265 SW 184 Terrace</b>	<b>CUL-DE-SAC</b>
93	<b>9010 SW 186 Terrace</b>	<b>CUL-DE-SAC</b>
94	<b>18921 SW 92 Court</b>	<b>CUL-DE-SAC</b>
95	<b>8874 SW 196 Terrace</b>	<b>CUL-DE-SAC</b>
96	SW 208 Street (between SW 92 Avenue & SW 87 Ave)	CENTER MEDIANS
97	10190 SW 203 Terrace	CUL-DE-SAC
98	19700 SW 99 Court	CUL-DE-SAC
99	20200 SW 91 Avenue	CUL-DE-SAC
100	9115 SW 202 Terrace	CUL-DE-SAC
101	21320 SW 102 Court	DEAD END STREET SWALES
102	21430 SW 102 Court	DEAD END STREET SWALES
103	20051 SW 79 Avenue between 20091 SW 79 Avenue	SWALE AREA (length 31 ft / depth 25 ft)
104	20321 SW 79 Avenue between 20401 SW 79 Avenue	SWALE AREA (length 27 ft / depth 25 ft)
105	20401 SW 79 Avenue between 7916 SW 205 Street	SWALE AREA (length 120 ft / depth 25 ft)



Groundkeepers, Inc.

8004 N.W. 154th Street, Suite# 330  
Miami Lakes, Florida 33016

# Estimate

Date	Estimate #
3/11/2011	311004

Name / Address
Town of Cutler Bay 10720 Caribbean Boulevard Suite 105 Cutler Bay, Florida 33189

Project
New Sites

Description	Qty	Cost	Total
<p>New Sites - Right of way</p> <p>Monthly Lawn Service.</p> <ul style="list-style-type: none"> <li>- 8265 SW 184th Terrace</li> <li>- 9010 SW 186th Terrace</li> <li>- 18921 SW 92nd Court</li> <li>- 8874 SW 196th Terrace</li> <li>- SW 208th Street ( between SW 92nd Avenue @ SW 87th Ave.)</li> <li>- 10190 SW 203th Terrace</li> <li>- 19700 SW 99th Court</li> <li>- 20200 SW 91st Avenue</li> <li>- 9115 SW 202nd Terrace</li> <li>- 21320 SW 102nd Court</li> <li>- 21430 SW 102nd Court</li> <li>- 20051 SW 79th Avenue between 20091 SW 79th Avenue</li> <li>- 20321 SW 79th Avenue between 20401 SW 79th Avenue</li> <li>- 20401 SW 79th Avenue between 7916 SW 205th Street</li> </ul>			23,292.00
Thank you for considering us for your Landscaping needs.		<b>Total</b>	\$23,292.00

Phone #	Fax #	E-mail
305-825-1712	305-825-1713	billing@groundkeepers.net



**TOWN OF CUTLER BAY  
CONTRACT DOCUMENTS  
RFP #09-09**

---



---

**LANDSCAPE MAINTENANCE SERVICE**

**(PUBLIC WORKS DEPARTMENT)**

**GROUNDKEEPERS, INC.**



# **CONTRACT DOCUMENTS**

# **AGREEMENT**

**TOWN OF CUTLER BAY  
LANDSCAPE MAINTENANCE SERVICE  
RFP # 09-09**

**AGREEMENT  
LANDSCAPE MAINTENANCE SERVICE**

THIS AGREEMENT is made this 15 day of December, 2009 by and between the Town of Cutler Bay, Florida (the "Town") and **GROUNDKEEPERS, INC.** (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1.1.1 **SCOPE OF WORK-** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of this Agreement, attached hereto as Exhibit "A" (the "Work").

1.2 **COMPENSATION/PAYMENT-**

1.2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

1.2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

1.2.3 Contractor shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit "B", based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed **\$ 105,000.00** (the "Agreement Sum").

1.3 **TERM-** This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

1.4 **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

1.4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

1.4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

1.4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.

1.4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

## 1.5 INDEMNIFICATION-

1.5.1 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 Town as set forth in this Section 1.5 and in the Terms and Conditions.

1.5.2 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and 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.

- 1.6 **AGREEMENT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Proposers;  
All Addendums;  
Contract Agreement;  
Proposal;  
Detailed Specifications;  
Qualification Statement;  
Public Entity Crime Form;  
Insurance Certificates

1.7 **CONTRACTOR'S EMPLOYEES-**

1.7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

1.7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

1.7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.

1.7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

1.7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

- 1.8 **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A magnetic sign displaying the Town of Cutler Bay Logo and a caption noting "Public Works" will be required on vehicles at all times.

- 1.9 **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

1.9.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

1.9.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability 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 endorsement, as filed by the Insurance Services Office.

1.9.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1.9.4 **Certificate of Insurance:** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

1.9.5 **Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

- 1.10 **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.
- 1.11 **TERMINATION**
- 1.11.1 Either party may terminate this Agreement without cause upon 30 days written notice to the other party.
- 1.11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- 1.11.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.
- 1.11.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.
- 1.12 **GOVERNING LAW**- The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful proposer 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.
- 1.14 **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 1.15 **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
- 1.16 **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 1.17 **WAIVER OF JURY TRIAL** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
- 1.18 **COUNTERPARTS** - This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

- 1.19 **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

- 1.20 **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

- 1.21 **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

- 1.23 **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

- 1.24 **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

- 1.25 **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.

- 1.26 **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Cutler Bay  
10720 Caribbean Blvd., Suite# 105  
Cutler Bay, FL 33189  
Attention: Town Clerk

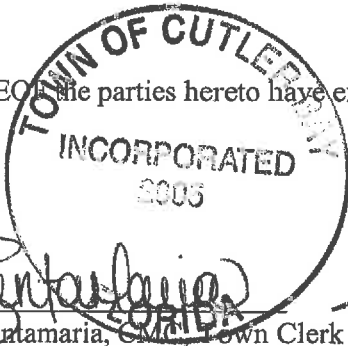


Contractor:

Groundkeepers, Inc.  
8004 NW 154 Street, Suite# 330  
Miami Lakes, FL 33016

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:



TOWN OF CUTLER BAY

By:

Erika Gonzalez-Santamaria  
Erika Gonzalez-Santamaria, Clerk, Town Clerk

By:

Steven J. Alexander  
Steven J. Alexander – Town Manager

By:

[Signature]  
Town Attorney

Town Resolution # 09-81

Signed, sealed and witnessed in the  
presence of:

By:

[Signature]

By:

[Signature]

(\*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

**END OF DOCUMENT**

## SECTION III RFP # 09-09 DETAILED REQUIREMENTS

The following specifications have been developed for Town's medians and swales based upon Three (3) Zones for maintenance activity required (Attachment "B"). Each Zone will be defined listing standards for litter control, turf care, weeding and edging, and shrub and hedge trimming; designating schedules for the performance of work; and providing inventories of medians and swales to be maintained.

### 1. SCOPE OF SERVICES

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this bid, shall include litter, trash, and debris removal (including, but not limited to, small items such as paper, cans, bottles, and shopping carts), mowing, edging, hedge trimming, selective tree trimming, planting, removal, raking, sweeping bike paths, weed eating, herbicide applications, insect control, watering, fertilizing, mulching, staking, sod planting/replacement, and street sign installation/repairs. The contractor shall maintain the contractually covered Zones at the frequency rate prescribed with the conventional production style mowing, lawn maintenance and equipment as required by the Town.

- 1.1 The Town of Cutler Bay is requesting sealed proposals from qualified Proposers, to provide high quality maintenance of Town Facilities, Medians, and Swales.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary for each Zone's swale and right-of way area, conducive with a safe, neat, and clean environment.

### 2. GENERAL REQUIREMENTS

All Zone areas listed in this section (Attachment "B") shall be maintained according to the following standards for litter control, mowing, edging, weeding and shrub pruning. Maps are also provided outlining the Zone areas. The following is a detailed listing of general requirements that must be included in base bid unless specified as a "separate billing" item:

- 2.1 To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.
- 2.2 All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.
- 2.3 The President / Chief Operating Officer of the contracting firm must be available to attend bi-weekly meetings with the Public Works Director or his designee.
- 2.4 To provide a written schedule of planned grounds maintenance activities in advance of the first day of each month.

- 2.5 During hurricane emergencies or other windstorm occurrence, the contractor must be available for 24 hour, 7 days per week work detail that may include, but is not limited to, the supply of five (5) work crews (min. of 4 employees per crew) with trucks, chain saws, and chippers plus a bob cat and a combination backhoe.
- 2.6 To promptly notify the Public Works Director or his designee of any evidence of pest infestation in any right-of-way and/or swale area. Contractor shall be responsible for all related costs (labor and applicable treatment chemicals) corrective measures, required to eradicate problem.
- 2.7 The Contractor will be responsible for replacement of any sprinkler heads lost or damaged in any way. Replacement of sprinkler heads shall be compatible to existing system. Any other damage to lines, valves or other components caused by the Contractor shall be the sole responsibility of the Contractor to repair or replace with identical parts and in a timely manner.
- 2.8 The contractor will be responsible for maintaining all designated bike paths, clear of any litter and other debris.
- 2.9 Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) business days following notification shall result in a deduction from the next invoice of the Town's expenses incurred by the Town for labor, material, or equipment to restore the property to its original condition.
- 2.10 The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times via cell phone or two-way radio. The contractor must provide the Town, at no cost, one (1) such device throughout the duration of the contract or be compatible with the Town's existing communication system.
- 2.11 The Contractor shall purchase sufficient magnetic signs, as directed by the Public Works Director, which shall be placed on all vehicles performing work within the Town (two signs per vehicle).
- 2.12 The Contractor must have an on staff Certified Arborist or a subcontractor, who is in good standing with the National Arborist Association (NAA).
- 2.13 All structures and monuments, located on Town medians, right-of-way, shall be checked for graffiti and cleaned (painted over). Annual painting will be scheduled; contractor shall supply all labor and materials. Contractor shall be responsible for cleaning (painting over) graffiti on residential and/or commercial perimeter walls, which are visible from any road. The cleaning (painting over) graffiti shall match, as close as possible, the original perimeter wall paint.
- 2.14 The contractor may from time to time, on an emergency basis, repair potholes and shoulder of roads utilizing rock and asphalt as directed by the Public Works Director or his designee.
- 2.15 The contractor, on an immediate and first priority basis, shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area or any emergency deemed by the Town Manager or his designee. Contractor shall have emergency crews available twenty four (24) hour / seven (7) days per week.
- 2.16 Provide Labor sufficient labor, as determined by the Town Manager or his designee, for Town's Special Events up to six (6) days per year. Proposer will provide all necessary labor to set up event, working during event and post-event clean up. This cost shall be included in the proposer's base

bid. The Special Events labor force shall range from a minimum of two (2) employees up to a maximum of twelve (12) employees, as required.

- 2.17 Removal of shopping carts from all right-of-ways, medians, and swale areas.
- 2.18 Trimming of trees, removal and/or replacement as necessary, on Zone right-of-way and swale areas. The routine trimming outlined in this section shall apply only to the "RED" highlighted right-of-ways, swales and cul-de-sacs, identified in Attachment "B". The remainder of the trees trimmed shall be billed separately and prior written approval from the Public Works Director or his designee will be required. Removal of dead and/or damaged trees shall be performed throughout ALL Zones. New and replacement trees shall be invoiced separately by contractor and shall be Live Oaks Florida grade "1" trees with a minimum of approximately five (5) inch caliper and approximately fifteen (15) feet in height.
- 2.19 Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.
- 2.20 Prune, thin, and trim all trees located in the "Red" and "Yellow" highlighted right-of-ways, medians, swales, and cul-de-sacs at least once a year, immediately preceding hurricane season, to keep the trees healthy, to maintain the natural character of the variety, to control shape to prevent crowding. Pruning shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks. Pruning will also be required from time to time to remove damaged branches from storms, frost, when blocking sight distances, or in response to any other kind of damage, hazard or obstruction.
- 2.21 Contractor shall be responsible for removing any damaged or fallen trees, obstructions or any other dangerous conditions (in ALL Zones) as determined by the Public Works Director or his designee to be under the purview of this Agreement. Cuts shall be made with sharp and proper tools. When cutting parts of branches a living bud shall be left at the end of the stub. Cuts shall be made sufficiently close to parent stem so that the healing can readily start under normal conditions. On trees known to be diseased, tools shall be disinfected after each cut and between trees. Prune only at time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant.
- 2.21.1 Pruning shall include the following items:
- Dead, dying or unsightly part of the tree;
  - Remove sucker growth from the base of trees in which an exposed trunk character is desired;
  - Branches that grow toward the center of the tree;
  - Crossed branches that may rub together;
  - "V" crotches if it does not ruin the appearance of the tree;
  - Multiple leader if the tree normally has a single stem;
  - Nuisance growth that interferes with view, traffic signage walks or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people;
  - Shape the top of small trees as needed; and
  - All branches, dead wood and cuttings shall be removed from the job

site at the time of pruning and disposed of in an acceptable manner.  
All lawn and shrub areas damaged by pruning equipment shall be restored at the contractor's expense.

- 2.22 Pressure cleaning of slippery and/or stained pedestrian sidewalks will be performed on an as needed basis, as directed by the Public Works Director or designee.
- 2.23 Contractor will be responsible for removing any litter, leaves, or other material from all sidewalks located in the "Red" and "Yellow" highlighted right-a-ways, medians, and swale areas.
- 2.24 Contractor shall be responsible for the placement of new sod and/or seeding of right-of-way and swale areas, as identified by the Public Works Director or his designee. The labor and material cost for the new sod shall be paid for separately on a per "Work Order" basis.
- 2.25 Contractor shall be responsible to fertilize any irrigated sod and planted areas located in the "red" highlighted right-of-ways, medians, swales, and cul-de-sacs. The Public Works Director or his designee shall be notified in writing prior to the application of the fertilizer. All of the labor and material costs shall be included in the base bid proposal. All irrigated sod and planted areas shall be fertilized using the following: Grass 25-5-11 granular slow release twice per year. Shrubs and ground cover plants three applications per year (April, July, and November) with one (1) lb. of Lesco 8-10-10 fertilizer per one hundred square feet. The type and quantity of fertilizer may be adjusted by the Public Works Director or his designee, based on the proposer's recommendation.
- 2.26 Contractor shall be responsible to mulch all currently mulched plant beds and tree rings in "Red" highlighted right-of-ways, medians, swales, and cul-de-sacs. The Contractor shall become familiar with current mulch areas prior to bid submission. Identified areas shall be mulched a minimum of four (4) times per year with eucalyptus mulch and a minimum of three (3) inch thickness.
- 2.27 Contractor shall remove any exotic plants located in the right-of-ways and swale areas, identified in ALL Zones. The cost of the exotic tree removal shall be paid for separately on a per "Work Order" basis.

### **3. MOW, EDGE, TRIM AND CLEAN**

- 3.1 All mowers will be equipped with catching devices, rear discharge capability or no discharge ("mulching" type).
- 3.2 All turf areas will be cut to an even and uniform height consistent with accepted horticultural standards for southern turf types.
- 3.3 All sidewalks, inside curb edges, driveways, tree rings, landscape bed areas will be machine edged with each mowing. Care will be taken to prevent "edging away" of the turf. All crack and crevice vegetation shall be removed as required.
- 3.4 Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town's discretion for any such damage.
- 3.5 All litter and/or debris shall be removed from the turf area(s) prior to the commencement of the mowing operation.

- 3.6 All grounds maintenance debris generated by the mowing operation shall be removed away from the service area, by vacuuming or raking or other similar means from streets, sidewalks, bike paths, walkways, curbs, and grounds immediately following each service.
- 3.7 Mowing wet grass shall be avoided when possible.
- 3.8 Mowing will not be performed when weather or other conditions will result in damaged turf.
- 3.9 Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass.
- 3.10 Grass clippings or debris caused by mowing will be removed from the adjacent sidewalks, bike paths, gutters and curbs, or surfaces on the same day as turf is mowed.
- 3.11 Mowing shall be done carefully so as no to "bark" trees or shrubs, intrude into ground cover beds, damage sodded areas, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities.
- 3.12 All mowing, edging and trimming of affected areas will be performed simultaneously.

#### **4. GARDENING**

- 4.1 All shrubs in the right of ways shall be pruned or sheared to comply with current Department of Transportation (DOT) specifications for traffic safety.
- 4.2 All hedging material will be trimmed evenly.
- 4.3 All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and so as to promote flowering and general plant vitality.
- 4.4 All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.
- 4.5 All bedding areas shall be mechanically cultivated as necessary to maintain a weed free bed.
- 4.6 All vegetative trimmings and debris shall be removed from the bedding areas with each service.

#### **5. WEED MANAGEMENT**

- 5.1 All tree rings and landscape beds located in the "Red" and "Yellow" highlighted locations shall be weeded manually and/or chemically as deemed appropriate by the Contractor, once approved by the Town, in order to provide a weed free environment. All chemical applications must be made in conjunction with an appropriate spray indicator dye.
- 5.2 Turf weeding shall be Contractor's responsibility.
- 5.3 All sidewalks, bike paths, curbs and bullnoses maintained through this Contract will be treated for weeds.
- 5.4 All exterior equipment to include but not limited to air conditioning equipment, etc., will be treated for weeds to prevent any encumbrance which might affect equipment performance.
- 5.5 The Contractor shall not use hula hoes, scuffle hoes or related tools that may damage surface roots, plant items, stems and trunks.

**6. WEED CONTROL**

- 6.1 The Contractor shall provide manual weeding of all town-wide plant beds twenty four (24) times per year.
- 6.2 The Contractor shall provide spraying of beds with "Surflan" (pre-emergence herbicide) four (4) times per year.
- 6.3 The Contractor shall provide spraying of brick pavers with "Pramitol 25E" (soil sterilizer-herbicide) two (2) times per year.
- 6.4 The Contractor shall provide spraying of brick pavers and sidewalks edges/joints with "Round Up" (herbicide) as needed.

**7. LITTER**

- 7.1 The Contractor shall provide a minimum of two (2) work crews, in order to remove customary or incidental litter from all highlighted locations, ALL right-of-ways, medians, swales and cul-de-sacs on three (3) times per week Monday, Wednesday, and Saturday. The proper disposal of collected litter shall be the sole responsibility of the contractor.
- 7.2 All grounds maintenance debris shall be removed from the streets, sidewalks, bike paths and grounds immediately following each service.
- 7.3 Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance will be removed as part of this Contract.
- 7.4 Storm damage clean up of a significant nature is a negotiable item the cost of which is in addition to the basic Contract's provision.
- 7.5 All litter and debris shall be removed from sod and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other foreign objects.

**8. OTHER**

The Contractor will not be responsible or liable for the condition of the landscape due to:

- 8.1 Drought
- 8.2 Freeze
- 8.3 Storm damage
- 8.4 Other acts of nature

**9. SCHEDULES**

All areas shall be maintained on schedules as outlined in Attachment "A", Zone Schedule. Proposer to perform a total of thirty six (36) cuts per year. The cutting height shall be a minimum 2 ½" to a maximum 3" above soil level.

**10. LIST OF ZONES**

**ZONE NUMBER 1**

**ZONE NUMBER 2**

**ZONE NUMBER 3**

**[PLEASE SEE ATTACHED ZONE MAP AND DETAILED SITE(S) DESCRIPTION]**

***NOTE:* IF MAP AND/OR DETAILED SITE DESCRIPTION ARE NOT ATTACHED, PLEASE CONTACT THE TOWN CLERK, ERIKA GONZALEZ-SANTAMARIA AT (305) 234-4262 OR EMAIL: ESANTAMARIA@CUTLERBAY-FL.GOV.**

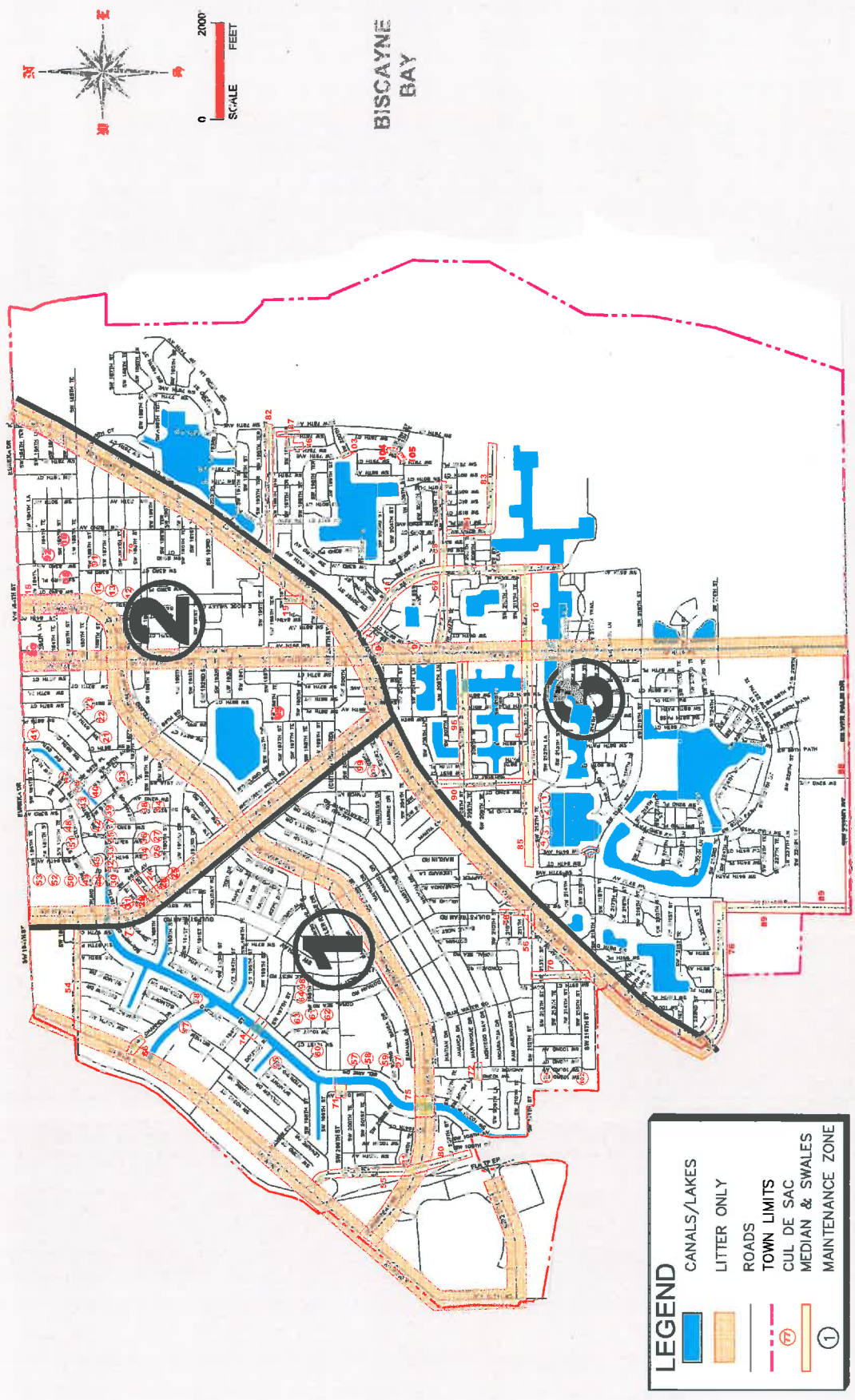


## **ATTACHMENT "B"**

### **■ ZONE MAP (PLEASE SEE ATTACHED MAP AND DETAILED SITE DESCRIPTION**

**(The right-of-ways and swales highlighted in "Red" and "Yellow" will be the areas, in which the appropriate mowing cycles will occur. The remaining right-of-ways and swale areas will "not" require mowing. The right-of-ways and swales highlighted in "Orange" will be the areas, in which the appropriate litter removal cycles will occur.)**

(Exhibit "B" - NEW sites)



**Kimley-Horn and Associates, Inc.**  
 © 2007 KIMLEY-HORN AND ASSOCIATES, INC.  
 2520 NW 33rd Avenue, Suite 100, Fort Lauderdale, FL 33309  
 PHONE (954) 535-5100 FAX (954) 738-2247  
 WWW.KIMLEY-HORN.COM CA 0000086



**TOWN OF CUTLER BAY  
 LANDSCAPE MAINTENANCE SERVICE MAP**

**FIGURE 1**

<div>  <div> <b>Town of Cutler Bay</b>  <b>Public Works Department</b>  <b>MASTER SITE LIST</b>  <b>Landscape Maintenance Services</b>  <b>RFP #09-09</b> </div>  </div>		
SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
1	9233 SW 212 Terrace	CUL-DE-SAC
2	9285 SW 212 Terrace	CUL-DE-SAC
3	9335 SW 212 Terrace	CUL-DE-SAC
4	9384 SW 212 Terrace	CUL-DE-SAC
5	9400 SW 215 Lane	CENTER ISLAND
6	SW 212 Street (between SW 87 Avenue & SW 92 Place)	CENTER MEDIANS
7	SW 88 Ct & Cutler Court (20208 SW 85 Court)	CUL-DE-SAC
8	SW 85 Place & Cutler Court (20210 SW 85 Place)	CUL-DE-SAC
9	8560 Cutler Court	CUL-DE-SAC
10	SW 212 Street (between SW 87 Avenue & SW 85 Avenue)	CENTER MEDIANS
11	SW 85 Avenue (between Old Cutler Rd. & theoretical SW 213 Street)	CENTER MEDIANS & SWALES
12	8395 SW 187 Terrace	CUL-DE-SAC
13	8370 SW 187 Street	CUL-DE-SAC
14	8390 SW 186 Street	CUL-DE-SAC
15	18490 SW 83 Place	CUL-DE-SAC
16	8221 SW 185 Street	CUL-DE-SAC
17	Caribbean Blvd. & Franjo Road	CENTER MEDIANS & SWALES
18	Caribbean Blvd. & Eureka Drive	CENTER MEDIANS
19	19707 SW 84 Place	CENTER ISLAND
20	18421 SW 86 Court	CUL-DE-SAC
21	18620 SW 88 Road	CUL-DE-SAC
22	8823 SW 185 Lane	CUL-DE-SAC
23	8825 SW 185 Terrace	CUL-DE-SAC
24	Tiffany Drive & Franjo Road	CENTER MEDIAN
25	9511 SW 190 Street	CUL-DE-SAC
26	18922 SW 94 Avenue	CUL-DE-SAC
27	18924 SW 93 Court	CUL-DE-SAC
28	9542 SW 189 Terrace	CUL-DE-SAC
29	9550 SW 188 Terrace	CUL-DE-SAC
30	9475 SW 188 Street	CUL-DE-SAC
31	18715 SW 96 Avenue	CUL-DE-SAC
32	18630 SW 94 Court	CUL-DE-SAC

SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
33	18611 SW 94 Avenue	CUL-DE-SAC
34	18731 SW 94 Avenue	CUL-DE-SAC
35	18632 SW 93 Court	CUL-DE-SAC
36	18735 SW 93 Court	CUL-DE-SAC
37	18620 SW 93 Avenue	CUL-DE-SAC
38	18711 SW 92 Court	CUL-DE-SAC
39	18610 SW 92 Avenue	CUL-DE-SAC
40	18514 SW 90 Court	CUL-DE-SAC
41	8904 SW 184 Terrace	CUL-DE-SAC
42	9280 SW 186 Terrace	CUL-DE-SAC
43	9241 SW 186 Terrace	CUL-DE-SAC
44	18607 SW 94 Court	CUL-DE-SAC
45	18611 SW 93 Place	CUL-DE-SAC
46	18521 SW 92 Court	CUL-DE-SAC
47	18521 SW 92 Avenue	CUL-DE-SAC
48	18561 SW 93 Avenue	CUL-DE-SAC
49	9444 SW 186 Street	CUL-DE-SAC
50	9436 SW 185 Terrace	CUL-DE-SAC
51	18553 SW 93 Place	CUL-DE-SAC
52	9444 SW 185 Street	CUL-DE-SAC
53	9432 SW 184 Terrace	CUL-DE-SAC
54	SW 186 Street (between US1 & Franjo Rd.	SWALES
55	SW 107 Avenue (between Caribbean Blvd. & South Dixie Hwy.)	SWALES
56	SW 212 Street (between Old Cutler Rd. & SW 97 Place)	SWALES
57	10198 SW 200 Terrace	CUL-DE-SAC
58	10193 SW 201 Terrace	CUL-DE-SAC
59	10198 SW 202 Terrace	CUL-DE-SAC
60	10170 SW 198 Street	CUL-DE-SAC
61	10010 SW 198 Street	CUL-DE-SAC
62	10000 SW 199 Street	CUL-DE-SAC
63	19740 SW 100 Avenue	CUL-DE-SAC
64	19715 SW 99 Place	CUL-DE-SAC
65	19261 Sterling Drive	CUL-DE-SAC
66	Broad Channel Drive (between South Dixie Hwy. & Belview Drive)	CENTER MEDIANS

<b>SITE #</b>	<b>REFERENCE ADDRESS</b>	<b>SITE DESCRIPTION(S)</b>
67	SW 224 Street (between SW 87 Avenue & Dead End)	CUL-DE-SAC & SWALES
68	9945 Broad Channel Drive	CUL-DE-SAC & SWALE
69	SW 207 Street (between SW 87 Avenue & SW 80 Court)	CENTER MEDIANS & SWALES
70	SW 99 Avenue (between SW 212 Street & SW 216 Street)	SWALES
71	SW 200 Street & SW 103 Avenue	VACANT LOT ADJACENT TO FOOTBRIDGE
72	Martinique Drive & Anchor Road	DEAD END STREET SWALES
73	18705 SW 99 Road	LANDSCAPED AREA BEHIND GUARDRAIL
74	Marlin Road (bridge) (between Belaire Drive & Sterling Drive)	SWALE - BOTH SIDES (approaching bridge)
75	Caribbean Blvd. Bridge (between SW 103 Avenue & SW 103 Place)	SWALE - BOTH SIDES (approaching bridge)
76	SW 224 Street (between Old Cutler Rd. & SW 97 Avenue)	CENTER MEDIANS & SWALES
77	10201 Bel-view Drive	CUL-DE-SAC & SWALE
78	Gulfstream Rd. (between SW 210 Street to SW 211 Street)	SWALES
79	SW 187 Terrace (between SW 82 Avenue & theoretical SW 83 Ave.	SWALES
80	SW 107 Avenue (between Caribbean Blvd. to SW 211 Street)	SWALES
81	20420 SW 106 Court	CUL-DE-SAC & MONUMENT SIGN AREA
82	SW 196 Street (between Old Cutler Road & Dead end)	SWALES
83	SW 210 Street (between SW 81 Place to theoretical SW 78 Court)	SWALES
84	SW 82 Avenue between SW 207 Street to SW 210 Street	CENTER MEDIANS & SWALES
85	SW 212 Street (between SW 92 Place & SW 97 Avenue)	SWALES
86	SW 197 Terrace (between SW 78 Place & SW 78 Court)	SWALES
87	SW 78 Court (between 19621 SW 78 Court & dead end)	SWALES
88	SW 232 Street (between SW 87 Avenue & SW 97 Avenue)	SWALE -northside of SW 232 Street only
89	SW 97 Avenue (between SW 224 Street & SW 232 Street)	SWALES
90	SW 92 Avenue (between Old Cutler Road & SW 212 Street)	SWALES
91	8280 SW 186 Street	CUL-DE-SAC
92	8265 SW 184 Terrace	CUL-DE-SAC
93	9010 SW 186 Terrace	CUL-DE-SAC
94	18921 SW 92 Court	CUL-DE-SAC
95	8874 SW 196 Terrace	CUL-DE-SAC
96	SW 208 Street (between SW 92 Avenue & SW 87 Ave)	CENTER MEDIANS
97	10190 SW 203 Terrace	CUL-DE-SAC
98	19700 SW 99 Court	CUL-DE-SAC
99	20200 SW 91 Avenue	CUL-DE-SAC
100	9115 SW 202 Terrace	CUL-DE-SAC
101	21320 SW 102 Court	DEAD END STREET SWALES
102	21430 SW 102 Court	DEAD END STREET SWALES
103	20051 SW 79 Avenue between 20091 SW 79 Avenue	SWALE AREA (length 31 ft / depth 25 ft)
104	20321 SW 79 Avenue between 20401 SW 79 Avenue	SWALE AREA (length 27 ft / depth 25 ft)
105	20401 SW 79 Avenue between 7916 SW 205 Street	SWALE AREA (length 120 ft / depth 25 ft)



# **CONTRACT DOCUMENTS**

## **BID FORM**



*Environmental Maintenance  
& Landscape Development*

November 2<sup>nd</sup>, 2009

Mr. Rafael G. Casals  
Public Work Director  
Town of Cutler Bay  
Suite 105  
Cutler Bay, Florida 33189

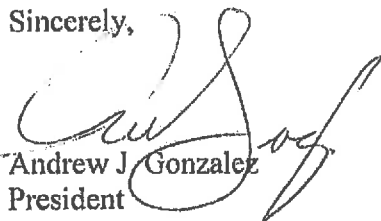
Ref: RFP # 09-09

Dear Mr. Casals,

This letter serves as Groundkeepers, Inc confirmation to perform the scope of work pertaining to RFP # 09-09 title "Landscape Maintenance Services". Groundkeepers, Inc will honor the bid price in the amount of \$ 105,000.00 for the services identify therein.

We look forward working with you and your staff. Should you have any questions, please feel free to contact me.

Sincerely,

  
Andrew J. Gonzalez  
President

8004 N.W. 154<sup>th</sup> Street, Suite #330 Miami Lakes, FL 33016  
Phone: (305) 825-1712 Fax: (305) 825-1713  
E-Mail: [1groundkeepers@bellsouth.net](mailto:1groundkeepers@bellsouth.net)

TOWN OF CUTLER BAY  
LANDSCAPE MAINTENANCE SERVICE  
RFP # 09-07  
PROPOSAL COST PER ZONE

Zone Number 1 -	\$ <u>40,000<sup>00</sup></u>
Zone Number 2 -	\$ <u>17,000<sup>00</sup></u>
Zone Number 3 -	\$ <u>40,000<sup>00</sup></u>
Allowances (FIXED AMOUNT- PER YEAR)	\$ <u>8,000</u>

TOTAL BID PRICE (PER YEAR) \$ 125,000<sup>00</sup>

TOTAL BID PRICE (IN WORDS):

One hundred five thousand dollars 00/100

Article II. OPTION TO RENEW

Rate shall be as quoted in initial three (3) year contract and shall not increase.

Taxpayer Identification Number: 74-2058034

Proposer:

GRONKOWSKI, INC.  
Company Name

Signature of Authorized Representative

Andrew J. Gonzalez  
Printed Name and Title



**SECTION VII  
TOWN OF CUTLER BAY  
LANDSCAPE MAINTENANCE SERVICE  
RFP # 09-09  
ALLOWANCES**

**PART 1        SCOPE OF WORK**

**1.01            DEFINITION**

Included in the contract sum is an allocation account for unforeseen conditions, quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town through the issuance of a "Work Order".

**1.02            ALLOWANCE ACCOUNT**

Monies in the allocation account will be used only on issuance of "Work Orders", approved by the Town Manager or his designee.

**1.03            SELECTION OF PRODUCTS UNDER ALLOWANCES**

Town Manager or his designee duties:

1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of contract items.
2. Make selection in consultation with the contractor, designating:
  - a. Product, model and/or class of materials.
  - b. Accessories and attachments.
  - c. Supplier and installer as applicable.
  - d. Cost to Contractor, delivered to the site or installed, as applicable.
  - e. Warranties
  - f. Quantities
3. Transmit Town's decision to the Contractor.
4. Prepare change orders.

Contractor's Duties:

1. Assist Town Manager or his designee in determining qualified suppliers, quantities or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Town Manager or his designee.
3. Make appropriate recommendations for consideration of the Town Manager or his designee.

4. Notify Town Manager or his designee promptly of:

- a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
- b. Any effect on the construction schedule anticipated by selection under consideration.

1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

1.05 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  - 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  - 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

**PART 2      EXECUTION**

**2.01    MEASURE AND PAYMENT**

- A.    The cost shall include a fixed amount per the Bid Form.
- B.    Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of contract, monies remaining in the contingency allowance will be credited to the Owner by change order.
- C.    The fixed amount will be \$ 10,000 per year and will be added to the proposer's base bid price.

**END OF SECTION**

**[SPACE LEFT INTENTIONALLY BLANK]**

TAB 7



## Office of the Town Manager

Steven J. Alexander  
Town Manager

### MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: March 18, 2011

Re: **INVITATION TO BID – TOWN CENTER: SOUTH PARKING LOT IMPROVEMENTS**

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

On August 9, 2010, the Town Council adopted Resolution number 10-51, authorizing the purchase approximately 2.27 acres property, located south of the Town Center Complex. As a result of the purchase, the Council expressed the desire to perform several improvements to the existing parking lot, in order to utilize the space for several outdoor events.

Town staff, along with our Consulting Engineers, has developed a design (Exhibit “A”) in which the Council’s goals will be accomplished:

### SCOPE OF WORK

The Town of Cutler Bay is proposing to reconstruct 2.27 acre of existing parking lot area located at the existing Cutler Ridge Mall (Southland Mall) Subdivision in Town of Cutler Bay, Florida. The existing site is a paved parking area. The proposed improvements include, but not limited to, removal of portion of existing paved areas including curb and gutters, site regarding with imported fill, base reworking and resurfacing of portion of asphalt paved areas, construction of new curb and gutters.



## Office of the Town Manager

construction of additional French Drains and Storm Structures without impacting existing slab covered trenches, parking lot striping and pavement markings, installation of new traffic signs, installation of new light poles and associated infrastructure, etc.

Based on the above Scope of Work, Town staff has completed an Invitation to Bid, attached as Exhibit “B”.

Town Ordinance # 06-22 requires the Town Manager to obtain authorization from the Town Council in order to advertise solicitations for bids and proposals, prior to advertising the public notice.

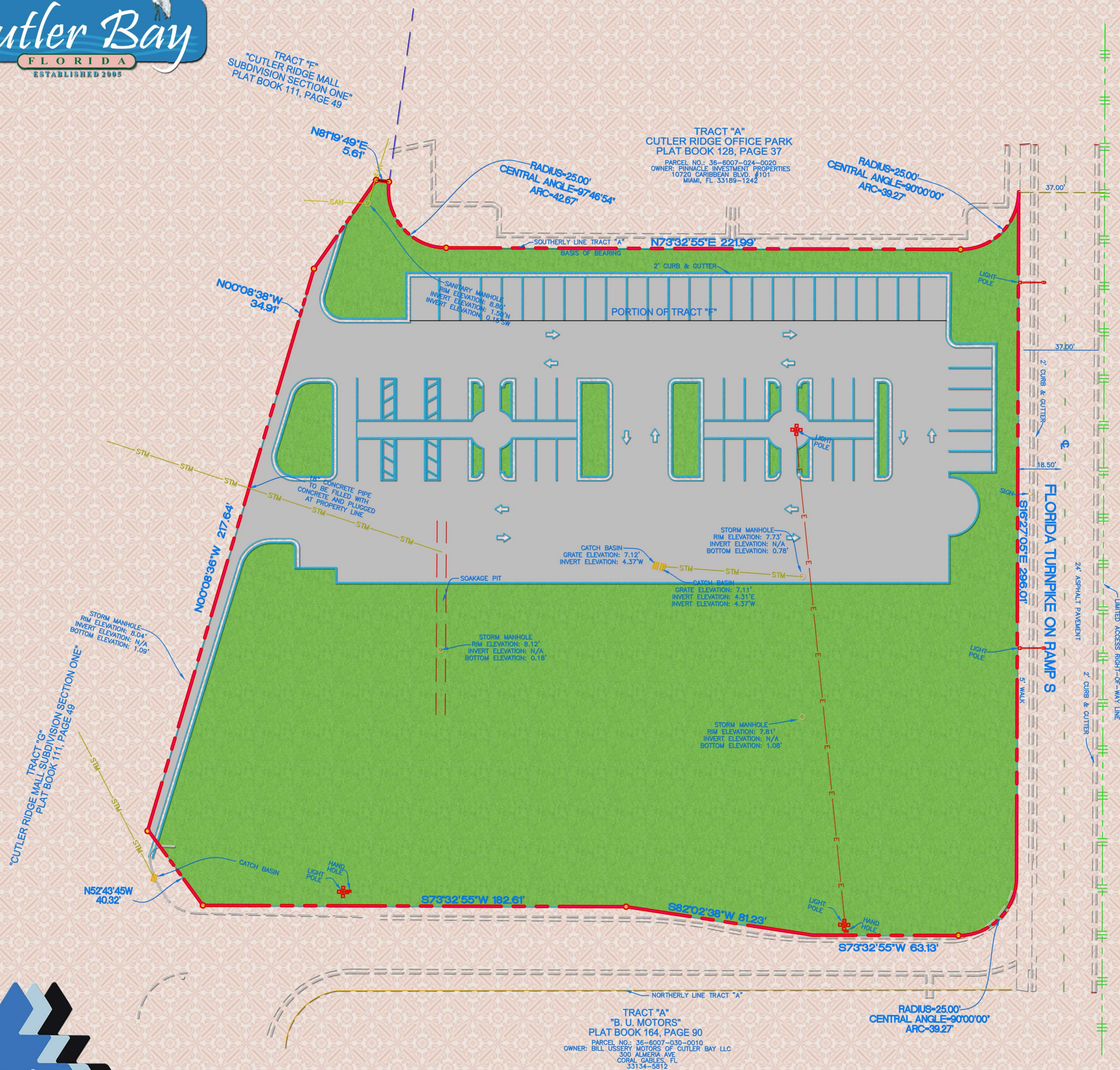
### **RECOMMENDATION**

We recommend that the attached “Invitation to Bid” resolution be adopted.





**2191 NW 97th AVENUE  
MIAMI, FL 33172-2313  
(305) 477-7575**



FLORIDA TURNPIKE EXTENSION (STATE ROAD NO. 821)



**TOWN OF CUTLER BAY**

**PUBLIC WORKS DEPARTMENT  
INVITATION TO BID  
ITB# 11-XX**

---



---

**TOWN OF CUTLER BAY  
TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**

**BID DUE DATE & TIME**  
**TBA**

**MANDATORY "PRE-BID" MEETING DATE & TIME:**  
**TBA**



**TOWN OF CUTLER BAY**  
**TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**  
**FOR**  
**THE TOWN OF CUTLER BAY**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE(S)</b>
1.	Advertisement for Bids .....	
2.	Scope of Work and Instruction to Bidders .....	
3.	Contract .....	
4.	Bidder's Representation and Proposal/Bid Form Standard General Conditions of the Construction Contract .....	
5.	Supplemental Conditions .....	
6.	Specifications .....	
7.	Appendix A .....	
8.	Addendum Acknowledgement .....	
9.	Anti-Kickback Affidavit .....	
10.	Non-Collusive Affidavit .....	
11.	Sworn Statement .....	
12.	Qualification Statement .....	
13.	Performance Bond .....	
14.	Payment Bond .....	
15.	Drug-free Workplace Form .....	

INVITATION TO BID  
ITB# 11-XX  
TOWN HALL PARKING LOT IMPROVEMENTS  
TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting bids from qualified contractors to provide Parking Lot Improvements for the Town of Cutler Bay. **Interested contractors should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Invitation to Bid package. Packages may also be picked up during normal business hours at the office of the Town Clerk, Esther B. Coulson, located at:**

**TOWN OF CUTLER BAY  
10720 CARIBBEAN BLVD., SUITE 105  
Cutler Bay, FL 33189**

Sealed submittals including one (1) original and three (3) copies of the submittals plus a CD containing all documents submitted must be received **no later** than **10:00 A.M.** on TBA and be clearly marked on the outside, **"ITB 11-XX Town Center South Parking Lot Improvements"**, by **Esther B. Coulson, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.** Late submittals and electronic submittals will **not** be accepted.

**A MANDATORY "pre-bid" meeting will be held on TBA in the Town Hall Conference Room, 10720 Caribbean Blvd., Suite # 105, Cutler Bay, Florida 33189.**

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the ITB from the time of advertisement of the ITB until the Town Council meeting at which the Council considers the Town Manager's recommendation to the Town Council 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".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or services.

Steven J. Alexander  
Town Manager



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) has obtained ownership of an outparcel consisting of 2.27 acres (the “Property”) located south of the Town Center building; and

**WHEREAS**, the Town Council desires to perform improvements to the Property to include removal of existing asphalt parking area and building open green area for various multi-uses; and

**WHEREAS**, the Town Council authorized the expenditure of funds from the original bank financed loan, to construct the parking lot improvements; and

**WHEREAS**, the Town staff and Consulting Engineers have completed engineering designs/plans for the proposed parking lot improvements; and

**WHEREAS**, an Invitation to Bid attached (Exhibit “A”), was developed in order to obtain sealed competitive bids from potential contractors; and

**WHEREAS**, Town Ordinance Number 06-22 requires the Town Manager to obtain authorization from the Town Council to advertise solicitations for bids and proposals prior to advertising the solicitation.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Authorization.** The Town Manager is authorized to advertise and issue of an Invitation to Bid for Town Center South Parking Lot Improvements, and to negotiate and enter into an agreement with the top-ranked bidder.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

\_\_\_\_\_  
ESTHER B. COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall \_\_\_\_\_

Vice Mayor Ernest Sochin \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Mary Ann Mixon \_\_\_\_\_

Councilmember Sue Ellen Loyzelle \_\_\_\_\_

**TOWN OF CUTLER BAY**

**PUBLIC WORKS DEPARTMENT  
INVITATION TO BID  
ITB# 11-XX**

---



---

**TOWN OF CUTLER BAY  
TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**

**BID DUE DATE & TIME**  
**TBA**

**MANDATORY "PRE-BID" MEETING DATE & TIME:**  
**TBA**

**TOWN OF CUTLER BAY**  
**TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**  
**FOR**  
**THE TOWN OF CUTLER BAY**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE(S)</b>
1.	Advertisement for Bids .....	
2.	Scope of Work and Instruction to Bidders .....	
3.	Contract .....	
4.	Bidder's Representation and Proposal/Bid Form Standard General Conditions of the Construction Contract .....	
5.	Supplemental Conditions .....	
6.	Specifications .....	
7.	Appendix A .....	
8.	Addendum Acknowledgement .....	
9.	Anti-Kickback Affidavit .....	
10.	Non-Collusive Affidavit .....	
11.	Sworn Statement .....	
12.	Qualification Statement .....	
13.	Performance Bond .....	
14.	Payment Bond .....	
15.	Drug-free Workplace Form .....	

INVITATION TO BID  
ITB# 11-XX  
TOWN HALL PARKING LOT IMPROVEMENTS  
TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting bids from qualified contractors to provide Parking Lot Improvements for the Town of Cutler Bay. **Interested contractors should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Invitation to Bid package. Packages may also be picked up during normal business hours at the office of the Town Clerk, Esther B. Coulson, located at:**

**TOWN OF CUTLER BAY  
10720 CARIBBEAN BLVD., SUITE 105  
Cutler Bay, FL 33189**

Sealed submittals including one (1) original and three (3) copies of the submittals plus a CD containing all documents submitted must be received **no later** than **10:00 A.M.** on TBA and be clearly marked on the outside, **"ITB 11-XX Town Center South Parking Lot Improvements"**, by **Esther B. Coulson, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.** Late submittals and electronic submittals will **not** be accepted.

**A MANDATORY "pre-bid" meeting will be held on TBA in the Town Hall Conference Room, 10720 Caribbean Blvd., Suite # 105, Cutler Bay, Florida 33189.**

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the ITB from the time of advertisement of the ITB until the Town Council meeting at which the Council considers the Town Manager's recommendation to the Town Council 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".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or services.

Steven J. Alexander  
Town Manager



## **TOWN OF CUTLER BAY**

### **SECTION 2**

#### **SCOPE OF WORK**

The Town of Cutler Bay is proposing to reconstruct 2.27 acre of existing parking lot area located at the existing Cutler Ridge Mall (Southland Mall) Subdivision in Town of Cutler Bay, Florida. The existing site is a paved parking area. The proposed improvements include, but not limited to, removal of portion of existing paved areas including curb and gutters, site regarding with imported fill, base reworking and resurfacing of portion of asphalt paved areas, construction of new curb and gutters, construction of additional French Drains and Storm Structures without impacting existing slab covered trenches, parking lot striping and pavement markings, installation of new traffic signs, installation of new light poles and associated infrastructure, etc. The details of the proposed improvements are described in the “Construction Plans and Specifications” for the proposed “Town of Cutler Bay Town Center South Parking Lot Improvements”.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**



## **INSTRUCTIONS TO BIDDERS**

- 1.01. **SEALED BIDS**- Sealed bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

**Date: TBA**

**Time:**

**Place: Town Hall  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, Florida 33189**

- 1.02. **DEFINITION OF TERMS**- Certain terms used in these documents are defined as follows:

Bid\Proposal The bid documents submitted by the Bidder.

Any person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.

The Town Council of the Town of Cutler Bay or the Town Manager, if applicable.

The person, firm or corporation with whom the Town has executed a contract for the Work.

Days shall mean calendar days.

In order to be considered a “responsible” bidder, the Bidder must possess integrity as well as adequate equipment and personnel to do the Work within the time limits that are established and adequate financial status to meet the obligations to perform the Work. The firm must not have defaulted on a prior contract or been disbarred by any agency.

Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.

The services required by the Contract Documents, including labor and materials.

The Town’s general engineering consultant and project manager for this contract: presently Marlin Engineering Inc.

- 1.03. **DELIVERY OF BIDS**- All Bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the following project information as well as the name of the Bidder and his address clearly marked:

**TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**

and addressed to:

Town of Cutler Bay  
10720 Caribbean Boulevard  
Suite 105  
Cutler Bay, Florida 33189  
Attention: Town Clerk

All Bids must be received by the Town no later than **TBA**.

- 1.04. **BID GUARANTY**- A certified or cashiers check drawn on a national or state bank, or bid bond, in the amount of **five percent (5%)** of the bid, shall accompany each bid as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The Town of Cutler Bay.
- 1.05. **BID FORMS**- The Bidder shall submit an original Bid on the bid forms attached to this ITB. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include: 1) Agreement/Contract; 2) Bid Forms; 3) Certificate or Evidence of Insurance; 4) Bid Guarantee; 5) Qualifications Statement; 6) Sworn Statement on Public Entity Crime Form; 7) Addenda acknowledgement, if applicable; 8) Anti-Kickback Affidavit; 9) Non-Collusive Affidavit; 10) Drug Free Workplace form; and 11) a Corporate Resolution evidencing authorization to submit Bid, if applicable.
- 1.06. **SIGNATURE ON BID**- The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The Bid shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

- 1.07. **COST OF BIDS** – All expenses involved with the preparation and submission of Bids to the Town or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by the Agreement duly approved by the Town Council.
- 1.08. **QUALIFICATION OF BIDDERS**- Each Bidder shall submit a completed Qualification Statement utilizing the form attached.
- 1.09. **RIGHT TO REJECT BIDS**- The Town of Cutler Bay reserves the right to accept or reject any and/or all Bids or parts of Bids, to workshop or negotiate any and all Bids, to waive irregularities, and to request re-Bids on the required materials or services.
- 1.10. **AWARD OF CONTRACT**-
- 1.10.1. The Award of the Agreement will be to the lowest Responsive and Responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and whose Bid complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. In evaluating responsibility, the Town may also consider previous contracts with the Town, past performance and experience with other contracts, compatibility of the project team with Town personnel, and any other criteria deemed relevant by the Town.
- 1.10.2. If the Town accepts a Bid, the Town will provide a written notice of Award to the lowest Responsive and Responsible Bidder, who meets the requirements of Section 1.10.1.
- 1.10.3. If the successful Bidder to whom an Agreement is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the Town may, at the Town's sole option, award the Agreement to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.
- 1.10.4. The Town, at its sole discretion, may consider the lowest and responsive bidder as the bidder who has the lowest bid Amount for: Town Center South Parking Lot Improvements.
- 1.11. **RETURN OF THE BID GUARANTY**- All Bid Guarantees of unsuccessful Bidders will be returned after the Agreement is awarded and executed, if requested by unsuccessful bidder.

- 1.12. **EXECUTION OF CONTRACT**- The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the Town a fully executed Agreement and all requested certificates of insurance and bonds.
- 1.13. **FORFEITURE OF BID GUARANTY FOR FAILURE TO EXECUTE CONTRACT**- The failure of the successful Bidder(s) to execute an Agreement and submit required insurance certificates and bonds as specified in subsection 1.12 from “Standard General Conditions of the Construction Contract” will result in forfeit of the Award. Each Bidder agrees in advance that the Town will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the Town, not as forfeiture or a penalty, but as liquidated damages.
- 1.14. **TIME AND AWARD**- The Bidder agrees to abide by the overall and unit prices quoted in the Bid for up to ninety (90) days from the date of bid opening to allow for the Town review, award, and execute the Agreement.
- 1.15. **INTERPRETATION AND CLARIFICATION**- All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the Town Clerk’s Office, Esther B. Coulson at 10720 Caribbean Blvd., Suite # 105, Cutler Bay, Florida 33189 or e-mail: [townclerk@cutlerbay-fl.gov](mailto:townclerk@cutlerbay-fl.gov). All correspondences whether in writing or through e-mail must be titled “**Town Center South Parking Lot Improvements.**” Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda electronically mailed or delivered to all parties that are on record with the Town Clerk as having requested and received the Bid Documents. Provided however that it is each Bidder’s sole responsibility to be informed of any changes to the ITB in the form of written addenda and the Town shall not be responsible for any Bidder’s failure to receive same. The Town has the right to rely on all Bids received and the submittal of a Bid shall represent the Bidder’s acknowledgement that he has read and understood the ITB and any addenda thereto. Written questions must be received no less than seven (7) business days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.
- 1.16. **BID MODIFICATIONS**- No modifications shall be submitted by Bidder or accepted by the Town.
- 1.17. **WITHDRAWAL OF A BID**- A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened. Notice of withdrawal should be made in writing to the Town Clerk’s Office, Esther B. Coulson, at 10720 Caribbean Blvd., Suite # 105, Cutler Bay, Florida 33189.

- 1.18. **OPENING OF BIDS**- Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.
- 1.19. **PUBLIC ENTITY CRIMES ACT**- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Town, 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 or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.
- 1.20. **TOWN LICENSES, PERMITS AND FEES**- In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the Town before or during the Work or the percentage method or unit method
- 1.21. of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Agreement are as follows:
- 1) Contractor shall have and maintain during the term of the Agreement all appropriate Town licenses, and fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.**
- 2) During the performance of the Agreement there may be times when the Contractor will be required to obtain a Town permit for the Work. It is the responsibility of the Contractor to insure that he or she has the appropriate Town permits to perform such Work as may become necessary during the performance of the Agreement. Any fees related to Town required permits in connection with the Agreement will be the responsibility of the Contractor and will not be reimbursed by the Town. Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

- 1.22. **INSURANCE.** The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Article 5-Bond and Insurance. The Bidder shall include with his or her Bid either Certificates of Insurance evidencing same or documentation from his or her insurer evidencing the insurability of the Bidder to meet the insurance requirements.
- 1.23. **BONDS.** A Performance and a Payment Bond for the **entire** base bid amount shall be required in connection with this contract.
- 1.24. **FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.
- 1.24. **EXAMINATION OF BIDDER'S FACILITIES** - The Town, as part of its evaluation may perform an examination of the Bidder's facilities. The Town Manager or designee, as part of the evaluation, may perform this examination.

The term facilities as used in this solicitation shall include, but shall not be limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Work.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. Additionally, the Town reserves the right to perform such examinations on the successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Agreement.

- 1.25. **ALLOWANCES** – Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town in accordance with the Contract Documents.
- 1.26. **CAMPAIGN FINANCE RESTRICTIONS ON VENDORS-** Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

1.27 **CONE OF SILENCE-** Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and the Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff

for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

**The Cone of Silence shall not apply to:**

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

1.28 **LOBBYIST REGISTRATION**- Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

1.28.1 **PROTEST PROCEDURES**- With respect to a protest of the terms, conditions,



and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

**[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]**

## **TOWN OF CUTLER BAY**

### **SECTION 3**

#### **CONTRACT BETWEEN OWNER AND CONTRACTOR**

THIS CONTRACT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2011 (which shall be the Effective Date of the Contract) by and between the Town of Cutler Bay (hereinafter called “OWNER” or “TOWN”) and \_\_\_\_\_ (hereinafter called “CONTRACTOR”).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Town of Cutler Bay is proposing to reconstruct 2.27 acre of existing parking lot area located at the existing Cutler Ridge Mall (Southland Mall) Subdivision in Town of Cutler Bay, Florida. The existing site is a paved parking area. The proposed improvements include, but not limited to, removal of portion of existing paved areas including curb and gutters, site regrading with imported fill, base reworking and resurfacing of portion of asphalt paved areas, construction of new curb and gutters, construction of additional French Drains and Storm Structures without impacting existing slab covered trenches, parking lot striping and pavement markings, installation of new traffic signs, installation of new light poles and associated infrastructure, etc. The details of the proposed improvements are described in the “Construction Plans and Specifications” for the proposed “Town of Cutler Bay Town Hall Parking Lot Improvements” project prepared by Marlin Engineering, Inc.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

## **TOWN OF CUTLER BAY**

### **TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**

#### **(“THE PROJECT”)**

**Article 2. ENGINEER.** The Project has been designed by the following:

ENGINEER:

Marlin Engineering, Inc.  
2191 NW 97 Avenue  
Miami, FL 33172-2313  
Telephone: (305) 477-7575

Who is hereinafter called “ENGINEER” and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

- 3.1 If awarded the Base Bid Work, the contractor may not mobilize prior to **TBA**. The Work will be substantially completed by **TBA** and within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Time commences to run, after such time liquidated damages begin.
- 3.2 If awarded the Base Bid and Additive Bid Work, the contractor may not mobilize for the Base Bid Work prior to **TBA**. The Base Bid Work will be substantially completed by **TBA**, and the Base Bid and Additive Bid Work will be substantially completed within 150 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 180 calendar days after the date when the Contract Time commences to run.
- 3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a

fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the CONTRACTOR's Applications for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

#### **Article 4. CONTRACT PRICE.**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Schedule of Values provided for payment request purposes in current funds as follows:

Contract Price:

Contract Price (in words):

- 4.2 Included in the Agreement Sum is an allowance account of **\$19,000.00** for the Base Bid Form for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town Manager in accordance with the Contract Documents. Money may only be taken from this account at the prior approval of the Engineer and pursuant to any procedures outlined by the Town Manager.

#### **Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.

- 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.
- 5.2. Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

**Article 6. INTEREST.** Not Applicable

**Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's

observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 7.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.
- 7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

## **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents that comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the items listed in the general conditions and the following:

- 8.1. This Contract
- 8.2. Invitation to Bid

- 8.3. Bid Form
- 8.4. Standard General Conditions
- 8.5. Supplementary Conditions
- 8.6. Detailed Specifications as included in this package and as referenced
- 8.7. Cone of Silence/Campaign Contribution Ordinance/Lobbyist Registration Requirements
- 8.8. Addendum Acknowledgement
- 8.9. Anti-Kickback Affidavit
- 8.10. Non-Collusive Affidavit
- 8.11. Sworn Statement
- 8.12. Qualification Statement
- 8.13. Performance Bond
- 8.14. Payment Bond
- 8.15. Drug-Free Work Place Form
- 8.16. Construction Plans and Specifications titled –  
“Town of Cutler Bay: Town Center South Parking Lot Improvements”
- 8.17. Any Modifications, including Work Authorizations, duly delivered after execution of the Contract.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### **Article 9. MISCELLANEOUS**

- 9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5 The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7 OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.
- 9.8 The law of the State of Florida shall govern the contract between the Town of Cutler Bay 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.
- 9.9 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 Town 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 Town 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 Town 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 Town is "Town of Cutler Bay". This official title shall be used in all insurance, or other legal documentation. Town of Cutler Bay is to be included as "Additional Insured" with respect to liability arising out of operations performed for Town of Cutler Bay by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

- 9.10 WARRANTIES OF CONTRACTOR- The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.
- 9.11 DEFAULT/FAILURE TO PERFORM- The Town 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 Town 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 Town 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 litigation or arbitration arising from a default by the contractor, the contractor shall also be liable for all damages caused by its default which damages may include but not be limited to any and all costs incurred by the Town in completing the project, and damages arising out of the contractor's failure to adhere to the contract requirements and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

9.12 OTHER CAUSES FOR TERMINATION- The Town of Cutler Bay 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 Town has determined that such cancellation will be in the best interest of the Town to cancel the contract for its own convenience. In the event the contract is terminated for the Town's convenience the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the contract.
- B) Funds are not available to cover the cost of the services. The Town's obligation is contingent upon the availability of appropriate funds.

9.13 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. Furthermore the bidder shall comply with all other State and local laws and policies that prohibit discrimination.

9.14 If any provision of this Contract or any Authorization under this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the is Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

9.15 Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified.

- 9.16 Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).

**[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties hereto have signed 6 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

Town of Cutler Bay

CONTRACTOR

ADDRESS

10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189

ADDRESS

BY: \_\_\_\_\_

Steven J. Alexander  
Town Manager

BY: \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

**[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]**

**TOWN OF CUTLER BAY**

**SECTION 4**

**BIDDER'S REPRESENTATION**

**TOWN OF CUTLER BAY**  
**TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**

Proposal of \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

**TOWN OF CUTLER BAY**  
**TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**  
**(“THE PROJECT”)**

TO: Town of Cutler Bay  
Attention: Town Clerk  
10720 Caribbean Blvd., Suite # 105  
Cutler Bay, Florida 33189

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the Agreement to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Agreement, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Agreement with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Agreement, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

***NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.***

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Agreement. The Bidder agrees to execute the Agreement and furnish the executed Agreement, all required bonds, insurance certificates, and other required information to Town within ten (10) ten calendar days after written notice of the Award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Agreement and the Town. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Agreement exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Agreement execution.

In no event shall Town be obligated to pay for Work not performed or materials not furnished.

Bidder's Certificate of Competency No. \_\_\_\_\_

Bidder's Occupational License No. \_\_\_\_\_

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Agent

ITB 11-XX

Cutler Bay Town Center

Town Center South Parking Lot Improvements

Page 26 of 85

## BID FORM

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Bid Amounts will include all items described in the Bid Documents (Detailed Specifications). Payment shall be made on the basis of Work actually performed and completed.

**The Base Bid Amount includes all work on Town of Cutler Bay Town Center South Parking Lot Improvements:**

**BASE BID AMOUNT**      \$ \_\_\_\_\_

**BASE BID AMOUNT (IN WORDS)** \_\_\_\_\_

\_\_\_\_\_

**Taxpayer Identification Number:**

\_\_\_\_\_

**BIDDER:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Company Phone Number)

## BASE BID FORM

The following Base Bid Form is presented to assist the Town in evaluating the Bid. This Base Bid Form reflects estimated quantities for the Base Bid sections as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
0101-1	MOBILIZATION	1	LS		
0102-1	MAINTENANCE OF TRAFFIC	1	LS		
0104	SEDIMENT BARRIER / SILT FENCE/ INLET PROTECTION SYSTEM	1	LS		
0110-1-1	CLEARING & GRUBBING	1	LS		
0120-6	EMBANKMENT / SITE GRADING	4,158	CY		
0210-1-8	REWORKING LIMEROCK BASE, 4"	3,934	SY		
0210-2	LIMEROCK- NEW MATERIAL FOR REWORKING BASE	100	CY		
0334-1-13	TYPE S-1 ASPHALTIC CONCRETE (1")	217	TN		
0425-1551	STORM INLETS / CATCH BASINS, <10'	3	EA		
0425-2-41	MANHOLES, <10'	2	EA		
0430175118	PIPE CULVERT, OPTIONAL MATERIAL (HDPE / RCP) ROUND, 18" S/CD	50	LF		
0443-70-3	FRENCH DRAIN, 18"	300	LF		
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	640	LF		
0520-2-4	CONCRETE CURB, TYPE D	97	LF		
0570-1-2	PERFORMANCE SOD (BAHIA)	4,941	SY		
0700-20-11	SINGLE POST SIGN, F&I (LESS THAN 12 SQ. FT.)	11	AS		
0710-11122	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	454	LF		
0710-11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18"	120	LF		
0710	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 4"	0.64	NM		
0710-11111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.05	NM		
0710-11211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	100	LF		
0710-11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	33	LF		
0710-11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	10	EA		
0542-70	WHEEL STOP / BUMPER GUARDS, CONCRETE	13	EA		
0710-11351	PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID, 4"	126	LF		
0710-11460	PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, MESSAGE	5	EA		



0710-11211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	136	LF		
0715-4119	LIGHT POLE COMPLETE, F&I, WIND SPEED 150, CUSTOM HEIGHT (SEE CONSTRUCTION PLANS)	2	EA		
0715-4400	LIGHT POLE COMPLETE, INSTALL (SEE CONSTRUCTION PLANS)	2	EA		
0715-4600	LIGHT POLE COMPLETE, REMOVE (SEE CONSTRUCTION PLANS)	1	EA		
<b>BID ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
0715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE (SEE PLANS)	1	EA		
0715-7-12	LOAD CENTER, F&I, PRIMARY VOLTAGE (SEE PLANS)	1	EA		
0715-14-14	LIGHTING- PULL BOX, F&I (SEE CONSTRUCTION PLANS)	6	EA		
0715500-1	POLE CABLE DISTRIBUTION SYSTEM (SEE PLANS)	4	EA		
0715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 -6 (SEE PLANS)	2200	LF		
0715-2-12	LIGHTING CONDUIT, F&I, UNDER EXISTING PAVEMENT SAWCUT	450	LF		
0730 76101	STEEL CASING, F&I (2"/4")	12	LF		
<b>OPTIONAL ITEMS</b>					
0711-11111	THERMOPLASTIC, STANDARD, WHITE, , SOLID, 6"	0.05	NM		
0711-11211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	100	LF		
0711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	33	LF		
0711-11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	10	EA		
	ALLOWANCE	-	LS	-	<b>\$ 19,000</b>

**BASE BID AMOUNT \$** \_\_\_\_\_

**BASE BID AMOUNT (IN WORDS)** \_\_\_\_\_

**Bid Item Notes:**

1. Bid Item 0101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. Shop drawings must be submitted for approval prior to ordering the project signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 0102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project.

3. Bid Item 0110-1-1 is a lump sum pay item that includes the removal and disposal of existing asphalt/concrete pavement, Rock Base, Stabilized Subgrade, concrete curb, concrete curb and gutter, and soil/planting as required for the proposed project.
4. Bid Item 0120-6 includes all costs of securing the necessary permits, rights or waivers obtained by the contractor for hauling fill material.
5. Bid Item 0334-1-13 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase.
6. Bid Items 0443-70 and 0430175118 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans and details.
7. Bid Items 0210-1-8 includes all costs associated with the removal and disposal of existing asphaltic concrete from the area of proposed Base Rework.

**[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]**

## **TOWN OF CUTLER BAY**

### **SECTION 5**

#### **SUPPLEMENTARY CONDITIONS**

##### **1.01 GENERAL:**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edit.) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. If there is a conflict between the Contract, General Conditions (No. 1910-8, 1996 edit.) and these Supplementary Conditions, the terms of the Supplementary Conditions shall control.

The Contractor shall note physically by cross out or cross reference notations all changes in the General Conditions called for in the Supplementary Conditions before submitting his Bid.

#### **ARTICLE 1 - DEFINITIONS - Page 6**

##### **SC-1.01.A**

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edit.) have the meanings assigned to them in the General Conditions, unless otherwise indicated.

Amend paragraph SC-1.01.A.28 by replacing the terminology Notice of Award with Notice of Intent to Award.

Amend paragraph SC-1.01.A.29 by replacing it with the following paragraph:

Notice to Proceed-A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform a particular specified portion of the Work under the Contract Documents. It is anticipated that multiple Notices to Proceed will be issued by OWNER on an as-needed basis. OWNER is not limited in the number of separate Notices to Proceed it may issue other than by the total Contract Time and total Contract Price. Each portion of the Work shall be separately described in an applicable Notice to Proceed which shall govern that portion of the required Work and indicate substantial completion and final completion requirements. Failure to comply with such dates will be subject to liquidated damages.

Amend paragraph SC-1.01.A.42 by replacing it with the following paragraph:

Subcontractor – An individual or entity having a direct contract with CONTRACTOR. Sub-Subcontractor is an individual or entity having a direct contract with any Subcontractor for the performance of a part of Work at the Project.

Amend paragraph SC-1.01.A.30 by replacing it with the following paragraph:

OWNER – The individual, entity, public body, Town Manager, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

Add SC-1.01.A.51 as the following paragraph:

Promptly – The period of time not exceeding five business days.

## **ARTICLE 2 - PRELIMINARY MATTERS - Page 9**

### SC-2.03

Amend paragraph 2.03.A by replacing it with the following paragraph:

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if one or more Notices to Proceed are given, on the day indicated in a particular Notice to Proceed. Multiple Notices to Proceed may be given at any time during the term of this Agreement. Each Notice to Proceed shall govern Contract Times for that portion of the Work covered in the applicable Notice to Proceed.

## **ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS - Page 13**

### SC-4.04

Amend paragraph 4.04.B.2 by replacing the last sentence with the following:

If OWNER or CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, a Claim may be made as provided in paragraph 10.05.

## **ARTICLE 5 - BONDS AND INSURANCE - Page 15**

### SC-5.01

Amend paragraph 5.01.C by adding the following language at the end of the paragraph:

Any additional costs shall be borne by the Contractor.

### SC-5.04

Add the new paragraphs immediately after paragraph 5.04 of the General Conditions.

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04.A.1 and 5.04.A.2 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

1. Comprehensive General Liability:
  - (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual and Personal Injury, and XCU (where applicable).
2. Limits:
  - (a) General Aggregate \$1,000,000
  - (b) Each Occurrence \$1,000,000
  - (c) Personal Injury \$1,000,000
3. Coverage is to be written on an "occurrence" basis.
4. Owners and Contractors Protection:
  - (a) Bodily Injury:

Annual Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
  - (b) Property Damage:

Annual Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
5. Worker's Compensation shall be in accordance with the provisions of the laws of the State of Florida.

5.04.A.6 Comprehensive Automobile Liability:

- (a) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.
  - (b) Limits:
 

Combined Single Limit	\$1,000,000
-----------------------	-------------
- 5.04.B.1 Umbrella:
  - (a) Limits:
 

Aggregate	\$1,000,000
-----------	-------------
  - (b) Cover all claims arising out of the contractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnification under this Contract.
- 5.04.B.8 The Town of Cutler Bay, shall be included as a named insured party under the Contractors Liability Insurance. The following paragraph is required to appear unaltered on the Certificate of Insurance.
 

"The Town of Cutler Bay, Florida is hereby named Additional Insured under the terms of this policy."
- 5.04.B.9 A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.
- 5.04.B10 The Certificate of Insurance shall be issued to the Town of Cutler Bay, Florida at the following address:
 

Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189
- 5.06 Delete this section in its entirety.
- 5.07 Delete this section in its entirety.

**ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES -  
INDEMNIFICATION - Page 18**

SC-6.01

Add the new paragraphs immediately after paragraph 6.01.B of the General Conditions.

The Contractor shall perform all work in compliance with all applicable safety codes. A competent English speaking superintendent will be on the job at all

times during working hours, and will be subject to call during off--duty hours for emergency situations. The superintendent shall have overall charge of the work with complete authority regarding the Contractor's workmen, equipment and material purchases. The superintendent shall have complete authority to act on behalf of the Contractor. This person must be sufficiently qualified and have read and understood the Drawings, Specifications and all Contract Documents.

#### SC-6.02

Modify paragraph 6.02.B to allow work on Saturday per the following new paragraph added immediately after paragraph 6.02.B of the General Conditions.

The Project sites being located in a single-family residential area, there shall be no undue noise created, whether by workers arriving at the sites or by actual construction work, before 9:00 a.m. or after 6:00 p.m. Monday through Saturday. No work shall be performed on Sunday or legal holidays as defined by the Town. There are no public sanitary facilities nearby the work sites, and the Contractor must therefore make arrangements for portable sanitary facilities as authorized by the Town.

#### SC-6.06

Amend paragraph 6.06.A by replacing the last sentence of the paragraph with the following sentence:

CONTRACTOR shall not be required to employ any Subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection, except as required by 6.06.B and the Instruction to Bidders.

Amend paragraph 6.06.B by adding the words "Instructions to Bidders" before Supplementary Conditions where ever it appears.

Amend paragraph 6.06.B by deleting the following sentence from the paragraph:

CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the

difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed.

Amend paragraph 6.06.B by adding the following language at the end of the last sentence of the paragraph:

nor does such acceptance create a contractual relationship between the OWNER and any subcontractor, supplier, individual or entity.

#### SC-6.09

Amend paragraph 6.09.C by replacing the first sentence of the paragraph with the following sentence:

Changes in Laws or Regulations which become effective after the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times.

Add the new paragraphs immediately after paragraph 6.09.C. of the General Conditions:

All vehicles used in connection with the Contractor's operations will be required to have identification signs.

#### SC-6.11

Amend paragraph 6.11.A.2 by adding the following language at the end of the last sentence:

, as set forth on the Resident Complaint Resolution Protocol attached hereto and made a part of the Contract Documents.

Add the new paragraphs immediately after paragraph 6.11.B. of the General Conditions:

Adjacent residents must have access to their driveways at all times. All barricades and warning signs for any traffic lane closures will be provided and maintained by the Contractor. Cost of all barricades and signs shall be the responsibility of the Contractor.

Any off-duty officers as may be required in the maintenance of traffic shall be provided by the Contractor at the Contractor's expense.



SC-6.12

Amend paragraph 6.12.A by replacing the first sentence of the paragraph with the following sentence:

CONTRACTOR shall maintain in a safe place at the Project one record copy of all Drawings, Project Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, As Builts, and written interpretations and clarifications in good order and annotated to show changes made during construction.

SC-6.13

Amend paragraph 6.13.A.3 by replacing it with the following paragraph:

other property at the Project or adjacent thereto, including, but not limited, to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in course of construction.

SC-6.20

Amend the paragraphs 6.20.A.1 and 6.20.A.2 by replacing them with the following paragraph.

To the fullest extent permitted by Laws and Regulations, the Parties agree that in consideration of the first \$1,000.00 dollars to be paid by Owner to Contractor hereunder and other specific consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, defend and hold harmless the OWNER and ENGINEER and their consultants, agents, officers and employees, and the elected officials of the Owner, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court and arbitration 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 therefrom and (b) is caused in whole or in part by any negligent act 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 implied by Law and Regulations regardless of the negligence of any such party.

Amend paragraphs 6.20.B by replacing it with the following paragraph:

In any and all claims against OWNER and ENGINEER and their consultants, agents, officers and employees, and the elected officials of the Owner by any 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 paragraph 6.20 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 workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **ARTICLE 8 - OWNER'S RESPONSIBILITIES - Page 26**

SC-8.02

Amend paragraph 8.02.A by replacing it with the following paragraph:

In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

#### **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION - Page 27**

SC-9.03

Amend paragraph 9.03.A by adding the following language at the end of the paragraph:

The ENGINEER will provide a Resident Project Representative for this Project with duties, responsibilities and limitations of authority as outlined in Exhibit "B" attached at the end of these Supplementary Conditions. The Resident Project Representative will not be a full time Representative, but will work such periods of time so as to cover the project in accordance with Exhibit "B".

SC-9.05

Amend paragraph 9.05.A by deleting the following sentence from the end of the paragraph:

If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract

Times, or both, as a result of a Field Order, a Claim may be made therefore as provided in paragraph 10.05.

SC-9.08

Amend paragraph 9.08.A by replacing the word “decision” in the second sentence with the word “recommendation” and adding the words “recommendation will be submitted to the Town Manager whose” into the third sentence between the words “written” and “decision”.

SC-9.09

Amend paragraph 9.09.B by replacing the word “decision” with “recommendation” in the second paragraph and deleting the words “OWNER or” from the last sentence.

**ARTICLE 10 - CHANGES IN THE WORK; CLAIMS - Page 29**

SC-10.01

Amend paragraph 10.01.A by replacing the first sentence of the paragraph with the following sentence:

Without invalidating the Contract and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, a Work Change Directive, or a Field Directive.

Amend paragraph 10.05.D by adding the following sentence at the end of the paragraph:

Adherence to the terms of paragraph 10.05 is a condition precedent to bringing any further action in litigation.

SC-10.05

Amend paragraph 10.05.B by replacing it with the following paragraph:

B. TOWN MANAGER’S Decision: ENGINEER will render a formal recommendation to the TOWN MANAGER for a binding decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. TOWN MANAGERS decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR:

Delete paragraphs 10.05.B.1 and 10.05.B.2.

**ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCE; UNIT PRICE WORK - Page 30**

SC-11.01

Amend paragraph 11.01.A.1 by deleting the word Saturday from the last sentence of the paragraph.

Delete paragraph 11.01.A.4 in its entirety.

SC-11.03.C

Amend paragraph 11.03.C by replacing it with the following paragraph:

C. A Claim may be made for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

**ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES –**

SC-12.01.C

Amend paragraph 12.01.C.2.a. by replacing the entire sentence with the following sentence:

for costs incurred under paragraph 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 10 percent;

SC-12.01.C

Modify paragraph 12.01.C.2.c. to change the fee as follows in the first sentence:

Will be paid a fee of 10 percent of the costs incurred by such Subcontractor under paragraph 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

SC-12.06.B

Amend paragraph 12.06.B by replacing the entire paragraph with the following paragraph:

Contractor will not be entitled to any adjustment in the Contract Price for delays extended general conditions, extended overhead, loss of productivity, acceleration or any damages or other compensation whatsoever in the event of any delays in the progress of the Work on

account of hindrances or delays from any cause whatsoever. Such causes of delay include but are not limited to differing site conditions, difficulty in acquiring building permits, limited access to the Project, failure to approve plans and shop drawings on time, delays caused by governmental action, inaction or regulation, subsurface conditions, material shortages or delay in delivery of materials. It is the specific intent hereunder that an extension of time will be the sole and exclusive remedy for delay of any type, description of category. However, if occasioned by an act of God, or by any act or omission on the part of the OWNER such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the Work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice as provided herein. The foregoing limitations on adjustments to Contract Price also apply to any causes of delay which affect any subcontractor, materialman, supplier or laborer on the Project. In no event, if any such events of delay occur, shall any subcontractor, materialman, supplier or laborer be entitled to additional compensation for delays including claims for extended general conditions, extended overhead and the like against the OWNER or Engineer.

**ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK - Page 34**

SC-13.04

Amend paragraph 13.04.A by replacing it with the following paragraph:

If any Work is covered contrary to the Technical Specifications, Drawings or Contract Documents, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

Amend paragraph 13.04.B by adding the following language at the end of the second sentence:

,or direct payment if remaining Contract funds are not sufficient.

SC-13.09

Amend paragraph 13.09.C by adding the following language at the end of the first sentence:

or direct payment if remaining Contract funds are not sufficient.

**ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION -**  
**Page 36**

SC-14.02.A.2

Amend paragraph 14.02.A.2 by deleting the existing paragraph and replacing it with the following paragraph:

With each Application for Payment, the CONTRACTOR shall include a Partial Waiver Upon Progress Payment or Statutory Waiver and Final Release, as appropriate from each and every materialman, supplier and or laborer ("Potential Lienor") who has provided labor, services or materials for the Project. Contractor shall submit its own Statutory Waiver and Partial Release of Lien or Statutory Waiver and Final Release of Lien, as appropriate, with each Application for Payment. Moreover, CONTRACTOR shall ensure that no construction liens, or any encumbrances in the nature thereof or any other

encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the CONTRACTOR or by any Potential Lienor in connection with any Work for which OWNER has made payment or for which payment is not yet due. As a condition precedent to the receipt of each progress payment from the OWNER, CONTRACTOR must furnish the Partial Waiver Upon Progress Payment Statutory Waiver and Final Release from each Potential Lienor, in the form prescribed by OWNER and/or ENGINEER, together with a Contractor's Affidavit and Partial Release, in the form prescribed by the OWNER and/or ENGINEER. Further, as a condition precedent to the receipt of the final payment, the CONTRACTOR shall provide OWNER with a Statutory Waiver and Final Release from each Potential Lienor in the form prescribed by OWNER and/or the ENGINEER, together with a Contractor's Affidavit and Final Release. Each Release given to the OWNER shall waive and release any lien rights of the Potential Lienor to the extent payment is made with respect to any Work performed through the date of the Release. For any Potential Lienor who has served a Notice to Owner and/or Notice to Contractor, but who has not provided labor, services or materials during the period of time covered by an Application for Payment, the CONTRACTOR shall provide a Zero Dollar Release in the form prescribed by OWNER and/or ENGINEER. CONTRACTOR shall comply with all requirements of Florida Statutes, Chapter 713. CONTRACTOR agrees to indemnify, defend and hold the OWNER harmless from and against any and all liens or other claims whatsoever filed against the OWNER or the OWNER'S property by any Potential Lienor for worked performed or materials or services furnished in connection with the Work for which CONTRACTOR has been paid or for which payment is not yet due at the time the Lien is recorded. In the event a Claim of Lien is recorded against the OWNER'S property, the CONTRACTOR shall cause the same to be satisfied within ten (10 ) days following the date of

ITB 11-XX

Cutler Bay Town Center

Town Center South Parking Lot Improvements

Page 42 of 85

recordation of the Claim of Lien, or in the alternative, shall cause the Claim of Lien to be transferred to a Bond. In the event any Liens are not cleared of record within ten (10) days of recordation, OWNER shall have the right to settle, satisfy, or transfer such Lien to a Bond at CONTRACTOR'S sole cost and expense and OWNER may offset any such cost against the next payment due to CONTRACTOR, or CONTRACTOR shall make a direct payment if remaining Contract funds are not sufficient. OWNER shall not be limited to and is entitled to all other remedies available at law or in equity. The provisions of this paragraph shall be deemed an independent covenant of the CONTRACTOR and shall be effective with respect to all Work performed and materials and services furnished under the Contract Documents, Change Orders or any other agreement for work with respect to the Project.

SC-14.02.D.1.b

Amend paragraph 14.02.D.1.b by deleting the existing paragraph and replacing it with the following:

Liens have been recorded in connection with the Work or the Project.

SC-14.07

Amend paragraph 14.07.A.1 by replacing it with the following paragraph:

After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operation instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in paragraph 6.12), final releases, final affidavits, Asbuilts, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

Amend paragraph 14.07.A.2 by adding the following language at the end of the first sentence: or claims made against the Bonds provided by CONTRACTOR under the Contract Documents.

Delete paragraph 14.07.A.3 in its entirety.

SC-14.09

Amend paragraph 14.09.A.1 by replacing it with the following paragraph:

a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens or Claims against the Bonds, from defective Work

appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

**ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION -**  
**Page 40**

SC-15.03

Delete paragraph 15.03.A.3 in its entirety.

Delete paragraph 15.03.A.4 in its entirety.

SC-15.04

Amend paragraph 15.04.A. by deleting the last sentence of the paragraph.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**



## **EXHIBIT "B"**

### **A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control or supervisory control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

#### **A. General**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

#### **B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operation affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and samples.
- b. Receive samples that are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if ENGINEER has not approved the submittal.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
  - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
  - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
  - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

**TOWN OF CUTLER BAY**

**SECTION 6**

**TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**  
**DETAILED SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS INDEX**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE(S)</u></b>
-----------------------	---------------------------	-----------------------

ROADWAY DIVISION I:

	Special Provisions .....	43
01020	Allowances .....	44-46
01030	Swale Restoration and Audio Visual Preconstruction Record .....	47-48
15200	Utility Relocations .....	49

ROADWAY DIVISION II:

101	Mobilization .....	51-52
102	Maintenance of Traffic .....	53
104	Prevention, Control, and Abatement of Erosion and Water Pollution .....	54
300	Prime and Tack Coat for Base And Surface Course .....	55
425	Inlets, Manholes and Junction Boxes .....	56

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

**DIVISION I**  
**SPECIAL PROVISIONS**  
**FOR**  
**THE TOWN OF CUTLER BAY**  
**TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS**

It is the intent of these Contract Documents that Miami-Dade County Public Works Manual Part I & Part II, and Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2010 be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Town of Cutler Bay.

It is the intent to include Division I of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” as referenced above as a supplement to the General Conditions (Engineers Joint Contract Documents Committee) and Supplementary Conditions for this Contract.

Further the applicable portions of the Town of Cutler Bay Code, and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

## **SECTION 01020**

### **ALLOWANCES**

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents.

##### **1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of work authorizations for over run of unit bid items provided such over runs are pre-approved in writing by the Town.
- B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Town by change order.

##### **1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES**

- A. Engineer's Duties:
  - 1 Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
  - 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
    - a. Product, model and/or class of materials.
    - b. Accessories and attachments.
    - c. Supplier and installer as applicable.
    - d. Cost to Contractor, delivered to the site or installed, as applicable.
    - e. Warranties
    - f. Quantities
  - 3. Transmit Owner's decision to the Contractor.
  - 4. Prepare work authorizations or change orders.



B. Contractor's Duties:

1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE,  
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.
- G. Noise Control
  1. Contractor will use discretion whenever engaging in activities that might produce excessive noise and disturb residents in and around work areas.
  2. The Town shall have the right to impose reasonable limitations on the Contractor to prevent excessive noise and disturb residents in and around work areas.
- H. Access to Property: The Contractor shall at all times maintain meaningful access to a given property for residents of that property.

- I. Staging of Work: All staging for work by the Contractor within the Town shall be first approved by the Town's department of public works.

## **1.05 ADJUSTMENT OF COSTS**

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  - 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  - 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

## **PART 2 PRODUCTS**

Not Used

## **PART 3 EXECUTION**

### **3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of contract, monies remaining in the contingency allowance will be credited to the Owner by change order.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

## **END OF SECTION**

ITB 11-XX

Cutler Bay Town Center

Town Center South Parking Lot Improvements

Page 54 of 85

## **SECTION 01030**

### **SWALE RESTORATION AND AUDIO VISUAL PRECONSTRUCTION RECORD**

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the contract sum is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction.
- B. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

##### **1.02 SITE RESTORATION**

- A. The Contractor shall remove all excess material and shall clean up and restore the swale area impacted by any construction activity adjacent to drainage work to its original condition or better. All damage to swale areas, as a result of WORK under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways, and including all obstructions not specifically named herein, shall be repaired or replaced, as determined by the ENGINEER. Site restoration shall be done in a timely manner as the WORK progresses.

##### **1.03 AUDIO-VISUAL PRECONSTRUCTION RECORD**

- A. Prior to beginning the work, the Contractor shall have a continuous color audio-video recording taken along the entire length of the project, where construction will be performed, to serve as a record of preconstruction conditions. No construction shall begin prior to review and approval of the audio-video covering the construction area by the Engineer. The Engineer shall have the authority to reject all or any portion of the audio-video not conforming to the specifications

and order that it be redone at no additional charge. The Contractor shall reschedule the unacceptable coverage within five days after being notified.

- B. Contractor shall provide the Engineer and the Owner with one complete set of disks for each project area.
- C. All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- A. Compensation for the swale restoration as described on the plans and in this specification shall be included in the lump sum price bid for Swale Restoration.
- B. Compensation for the audio-video preconstruction record shall be included in the lump sum price bid for Swale Restoration Pay Item SR-1.

**END OF SECTION**

## **SECTION 15200**

### **UTILITY RELOCATIONS**

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed roadway improvements, as specified in the detailed construction plans. If a conflict between the proposed improvements and the existing utility is identified, that cannot be avoided by adjusting scope of work, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.

##### **1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of a work authorization, pre-approved in writing by the Town throughout
- B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Town by change order.

##### **1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS**

- A. Engineer's Duties:
  - 1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed roadway improvements.
  - 2. Provide written authorization to request cost estimate.
  - 3. Transmit Owner's decision to the Contractor.
  - 4. Prepare work authorization.
- B. Contractor's Duties:
  - 1. Identify potential conflicts between proposed roadway improvements and existing utilities by verifying utility locations in the field prior to installation of proposed center median and notify Engineer of conflicts immediately upon

discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.

2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.
3. If authorized by Engineer, coordinate with provider to have utility relocations/ deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.
4. Notify Engineer promptly of:
  - a. Any effect on the construction schedule anticipated as a result of utility relocation/ deflection.

#### **1.05 ADJUSTMENT OF COSTS**

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

#### **PART 2 PRODUCTS**

Not Used.

#### **PART 3 EXECUTION**

### **3.01 MEASURE AND PAYMENT**

- C. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Village by change order.
- D. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

## **DIVISION II**

### **SECTION 101**

### **MOBILIZATION**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 101-1 Description** This section is expanded to include the following:

The Town shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Town. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Town of Cutler Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the clean up and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

## **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

## **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**



## **SECTION 102**

### **MAINTENANCE OF TRAFFIC**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **A. 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 102-1.1 Description** This section is expanded to include the following:

The Contractor shall provide access to properties adjacent to the construction area at all times.

Two weeks prior to any construction, the Contractor shall provide a maintenance of traffic plan and a written schedule to the Engineer showing anticipated construction activity, timing, location, and anticipated disruptions due to occur. The maintenance of traffic plan and schedule shall be updated every two weeks during construction. The original schedule and updates shall be provided to the Engineer no later than noon each Friday for use, by the Engineer and Town, in assisting the Contractor to inform the residents of pending disruptions. However, this does not relieve the Contractor of any and all reasonable communications with the affected property owners.

The Contractor may be asked to attend meetings with the Property Owners and offer his opinions during the course of the meeting, but the Town/Engineer will chair the meeting.

**Article 102-4.1 Where Required** – This sub-article is amended to include:

Except as delineated in the Contract Documents, traffic may be detoured only upon approval of the Town.

#### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

### **PART 3      EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. The direct cost for off-duty police officers as required under Town Ordinance 02-19 will be paid for under the Allowance Bid Item.

**END OF SECTION**

**SECTION 104**  
**PREVENTION, CONTROL, AND ABATEMENT**  
**OF EROSION AND WATER POLLUTION**

**PART 1      GENERAL**

**1.01    SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02    SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule. Copies of the preprinted forms are attached as Appendix A.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

**PART 2      MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

### **PART 3      EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

## **SECTION 300**

### **PRIME AND TACK COAT FOR BASE AND SURFACE COURSE**

#### **PART 1      GENERAL**

##### **1.01    SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.03    SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 300-9 – Basis of Payment** - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price either per ton or per square yard of base or asphalt pavement or in the unit price for pothole repair.

#### **PART 2      MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

#### **PART 3      EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

## **SECTION 425**

### **INLETS, MANHOLES AND JUNCTION BOXES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

#### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

#### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 8**

**ADDENDUM ACKNOWLEDGEMENT FORM**

Addendum #    Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

# TOWN OF CUTLER BAY

## SECTION 9

# ANTI-KICKBACK AFFIDAVIT

[illegible]

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:\_\_\_\_\_

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 2011

Notary Public, State of Florida

(Printed Name)

My commission expires: \_\_\_\_\_







**TOWN OF CUTLER BAY**

**SECTION 11**

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Cutler Bay

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury

ITB 11-XX

Cutler Bay Town Center

Town Center South Parking Lot Improvements

Page 71 of 85

verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on

the convicted vendor list. [attach a copy of the final order]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(type of identification) My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped Commissioned  
name notary public)

# TOWN OF CUTLER BAY

## SECTION 12

**SUPPLEMENT TO BID/TENDER FORM**

**THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED  
RESPONSIVE.**

## QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.
2. The address of the principal place of business is:
3. Company telephone number:
4. Number of employees:
5. Number of employees assigned to this project:
6. Company Identification numbers for the Internal Revenue Service:

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed similar work both in scope and cost:

11.3. \_\_\_\_\_  
                     (name)                    (address)                    (phone #)

- [illegible]

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?
14. Will you subcontract any part of this work? If so, include a list of subcontractors and task performed by each subcontractor.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?
16. What equipment will you purchase for the proposed work?
17. What equipment will you rent for the proposed work?



18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.
19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
- 19.1 The correct name of the Bidder is:
- 19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).
- 19.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
- 19.4 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

- 19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
- 19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
- 19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NAME

RELATIONSHIPS

\_\_\_\_\_  
Signature of entity submitting supplement form

STATE OF FLORIDA                    )  
  )SS.  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(NOTARY SEAL)

(Signature of person taking acknowledgment)



responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with its terms and conditions, 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 the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Agreement and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2011.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

(Print)

(Print)

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

The name and address of the Resident Agent for service of process on Surety is:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**SECTION 14**  
**PAYMENT BOND**

**AGREEMENT DATED:**

ITB 11-XX  
Cutler Bay Town Center  
Town Center South Parking Lot Improvements  
Page 82 of 85

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Address

**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

Business Name and Address

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Signature of Individual

**WHEN A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Name and Address of Partnership

(Witness)

By: \_\_\_\_\_  
(Partner)

**WHEN THE PRINCIPAL IS A CORPORATION:**

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Corporate PRINCIPAL Name)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Business Address

By: \_\_\_\_\_  
President

**ATTEST:**

(Surety Seal)

\_\_\_\_\_  
(Corporate SURETY)

Business Address

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

By: \_\_\_\_\_  
(Surety)

\_\_\_\_\_  
Florida Resident Agent

**ATTORNEY-IN-FACT**

By: \_\_\_\_\_

Name \_\_\_\_\_  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.



**TOWN OF CUTLER BAY**

**SECTION 15**

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Business)

- 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.

\_\_\_\_\_  
Proposers Signature

\_\_\_\_\_  
Date

TAB 8



## Office of the Town Manager

Steven J. Alexander  
Town Manager

# MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: May 18, 2011

Re: **WATER CONSERVATION AND EMERGENCY WATER RESTRICTION  
ENFORCEMENT REGULATIONS ORDINANCE**

## REQUEST

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

## BACKGROUND AND ANALYSIS

In the past five years, the south Florida region has experienced several severe droughts requiring the South Florida Water Management District (SFWMD) to implement Water Conservation and Emergency Water Restrictions. These droughts have severely impacted Lake Okeechobee, the Everglades ecosystem, and the overall natural environment of the region. As a result, policymakers, water managers, scientists, county and local governments, and community organizations in our state and region have worked very diligently to develop laws and policies to conserve and protect our water resources during severe droughts.

One of the proactive actions taken by local governments in the region is to adopt water conservation and emergency water restriction measures ordinances. The basic intent of these ordinances is to serve as educational and regulatory tools to guide the application of water restrictions adopted by the SFWMD and Miami-Dade County. The educational component allows code compliance officers and police officers to work directly with residents to inform them on the importance of water conservation, and the impacts that severe droughts can have on our environment and economic base that depends on the availability of potable water for their daily operations. The regulatory component is an essential piece of the ordinance because it allows the local government to ensure that emergency water restrictions set forth in the SFWMD's "Declaration of Water Shortage" and the "Water Shortage Plan" (Chapter 40E-





21, Florida Administrative Code) are enforced consistent with the requirements set forth in these documents.

### **Purpose and Benefits of Adopting Water Conservation Measures**

The purpose of adopting water conservation measures is to protect our water supply and to assure that there will be water available in our region to support the natural environment, commercial interest, and the general public needs. The implementation of a water conservation and emergency water restriction ordinance will produce both water and financial savings to our residents.

The water savings would be reflected on a reduction in the number of gallons per day consumed by residents. (Note: An estimated 50 percent of the water consumed in Florida is used for outdoor irrigation. Fifty (50) percent of the irrigation water is lost to evaporation and transpiration.) The financial savings will be reflected in two major areas: (1) the monthly water bills; and (2) reduction in the utility's financial commitment to capital projects designed to upgrade or maintain the water supply facilities system short-term operations.

### **SFWMD Declarations of Water Shortage**

It is important to note that the SFWMD enforcement of water use restrictions is only for consumptive use permit holders, such as farms, nurseries, golf courses, and recreational areas. The enforcement of non-permit holders, such as residential uses is the responsibility of Miami-Dade County and its municipalities.

The water restrictions measures adopted by the SFWMD in 2011 began with a "Declaration of Water Shortage Warning" (Executive Order No. 2011-031-DAO-WS) on March 10, 2011. The warning is issued when the District determines that there will be a serious water shortage, and prior to a "Declaration of Water Shortage" and associated restrictions. This warning and associated declaration applies to all users that use surface and groundwater for daily use and are located within the geographical boundaries of the SFWMD. This Declaration also gives authority to the SFWMD Executive Director to modify the water shortage warning if the drought situation worsens.

This lack of rainfall has led to a rainfall shortage of 6.69 inches which represents one of the driest period experienced by the region in last 80 years. A copy of the May 2, 2011, Water Shortage Watch Briefing, prepared by the SFWMD is provided in Exhibit A. On March 14, 2011, the SFWMD Executive Director issued a Modified Phase I Water Shortage Restrictions (Executive Order No. 2011-042-DAO-WS). This order applies to all agricultural and nursery water uses withdrawing surface and groundwater, excluding the Florida aquifer, within a portion of the South Dade Water Use Basin located in Miami-Dade County.

On April 14, 2011, the SFWMD Governing Board issued a final order of concurrence with the Executive Director's declaration of water shortage

10720 Caribbean Boulevard, Suite 105 • Cutler Bay, FL 33189 • 305-234-4262 • [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)





restrictions within a portion of the South Dade water use basin.

The restrictions don't apply to the following users:

1. Car and boat washing, pressure cleaning of paved surfaces, decorative fountains and water-based recreation (e.g. swimming pools and water slides).
2. Users of 100 percent reclaimed water are exempt.
3. Low-volume irrigation, including the use of drop and micro jet systems that apply water directly to plant root zones, is not restricted but is encouraged to be reduced.

### **Town of Cutler Bay Proposed Water Conservation Measures**

The Town's proposed water conservation and emergency water restriction enforcement regulation ordinance addresses the education, coordination and regulatory components of water conservation. It is modeled after the very successful Palmetto Bay program.

The educational component will be carried out through direct communication with our residents and business community. The Town will use readily available resources such as the webpage, community meetings (residents and business community), and one-on-one meetings with residents to address questions and/or concerns associated with the intent of the ordinance. Town staff will work directly with Miami-Dade County (Department of Environmental Resources Management "DERM" and Miami-Dade Water Sewer Department "WASD") and SFWMD staff to ensure that water restrictions are implemented consistent with the requirements set forth in the "Declarations of Water Shortage Restrictions" and Water Shortage Plan". The adoption of this ordinance will further support several elements of the Town's Growth Management Plan (Future Land Use Element, Infrastructure Element, Conservation Element, Intergovernmental Element, and Recreation and Open Space Element).

The ordinance also contains provisions for violating the water restrictions, which were directly modeled after the Palmetto Bay ordinance. The penalties apply to all water restrictions phases (Phase I, II, Modified Phase II, Phase III or Phase IV water restrictions) adopted by the SFWMD. The proposed water violation fee schedule contemplates,

- (1) first offense as courtesy warning;
- (2) second violation \$50.00 fee;
- (3) third violation \$125.00 fee;
- (4) fourth violation \$250.00 fee; and
- (5) fifth and subsequent violations, a fine not to exceed \$400.00 fee.

### **LIST OF EXHIBITS**

Exhibit A - South Florida Water Management District. Water Shortage Watch Briefing. Report for May 2, 2011.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING  
THE WATER CONSERVATION AND EMERGENCY  
WATER RESTRICTION ENFORCEMENT  
REGULATIONS; PROVIDING FOR PENALTIES;  
PROVIDING FOR ORDINANCES IN CONFLICT,  
CODIFICATION, SEVERABILITY AND AN EFFECTIVE  
DATE.**

**WHEREAS**, regular droughts and mismanagement of water resources impacts drinking water, agricultural, businesses and landscape maintenance in our community, Miami-Dade County (the “County”) and region; and

**WHEREAS**, water conservation in the Town of Cutler Bay (the “Town”) shall be a proactive strategy to protect the area and regional water resources for the long-term benefit of our environment and sustainable economic development initiatives; and

**WHEREAS**, implementation of water conservation regulations in the Town is paramount to the continued implementation of the Town’s Growth Management Plan (i.e. Conservation Element Goal – “protect and enhance the long-term environmental resources of the Town of Cutler Bay to ensure continued resource availability and environmental quality through prudent management, public education, appropriate regulations and enforcement, and active partnership with governmental and environmental entities.”); and

**WHEREAS**, implementation of water conservation regulations in the Town is consistent with the Town’s efforts to ensure that adequate supply of water is available from the County Water and Sewer Department for residential uses, and to support sustainable economic development in the Town; and

**WHEREAS**, in March 2010, the South Florida Water Management District ( “the District”) adopted year round water conservation measures to better protect our community and South Florida’s water resources, with the start of permanent limits on landscaping irrigation throughout the region; and

**WHEREAS**, on March 10, 2011, the District’s Governing Board issued Order No. 2011-0310-DAO-WS issuing a water shortage warning for all users withdrawing surface or groundwater within the geographical boundaries of the District; and

**WHEREAS**, based on the cumulative assessment of the surface and groundwater availability in the affected basins and climate forecasts, there is a significant potential that sufficient water will not be available to meet the anticipated demands without mandatory restrictions on water usage within the affected basin; and

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

**WHEREAS**, the decline in surface and groundwater levels, the potential for further declines, and the present and projected water demands in the basin, require the imposition of mandatory water shortage restrictions; and

**WHEREAS**, to manage water shortages in an organized and efficient manner, the District has adopted a Water Shortage Plan and a Rule to restrict water use when supplies fall short (See, Section 373.246, Florida Statutes; and Chapter 40E-21, Florida Administrative Code); and

**WHEREAS**, upon the declaration of a water shortage or water shortage emergency by the District, it shall be prohibited to use water in a manner inconsistent with the restriction specified by the District Water Shortage Plan (See, Chapter 40E-21 Florida Administrative Code).

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Findings.**     The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2.**     **Conservation and Emergency Water Restrictions Regulations.** The Town Council hereby adopts the following Ordinance entitled “Conservation and Emergency Water Restrictions Regulations” to read as follows:

(A)     Intent.

The intent of this ordinance is to protect and manage the water resources of the Town from over-utilization during periods of water shortage and allocate available water supplies by assisting the South Florida Water Management District in the implementation of its “Water Shortage Plan” (Sec. 40E-21 Florida Administrative Code).

(B)     Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Code Compliance* means a Division within the Town’s Community Development Department responsible for implementing the Town’s Code.

*Department* means the Town Community Development Department.

*Director* means the Town Community Development Department Director.

*District* means the South Florida Water Management District (SFWMD).

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.



*Executive Director means* the Director of the District.

*Even numbered address* means the house address, box number or rural route ending numbers 0,2,4,6,8, or letters A-M. Post Box numbers are not included.

*Governing Board means* the governing body of the District.

*Low-volume irrigation means* the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with high degree of efficiency in the root zone of the plant. The term also includes water use in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included

*Odd numbered address* means the house address, box number or rural route ending numbers 1,3,5,7,9, or letters N-Z. Post Box numbers are not included.

*Odd numbered day's means* the days whose dates end in the numbers 1, 3, 5, 7, or 9. For purpose of this ordinance the date shall be determined by the day during which a watering period ends.

*Overhead Irrigation means* the use of equipment and devices which deliver water under pressure, through the air, above the level of the plant being irrigated.

*Person* means any person, firm, partnership, association, corporation, company, or organization of any kind.

*Plan means* the District "Water Shortage Plan" authorized in Section 373.246, Florida Statutes. This Plan is adopted under Sec. 40E-21 Florida Administrative Code.

*Water resource* means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

*Water shortage condition* is when sufficient water is not available to meet present or anticipated needs of persons using the water resource, or when conditions are such as to require temporary reduction in total water usage within a particular area to protect the water resource from serious harm. A water shortage usually occurs due to drought.

*Water shortage emergency* means that situation when the powers which can be exercised under Florida Administrative Code, part II, of chapter 40E-21, are not sufficient to protect the public health, safety or welfare or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational or other reasonable uses.

(C) Application of this ordinance.

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.



The provisions of this ordinance shall apply to all persons using the water resource within the geographical areas subject to the water shortage or water shortage emergency as determined by the District, whether from public or privately owned water utility systems, private wells, or private connections with surface water bodies. This ordinance shall not apply to persons using treated effluent or salt water.

(D) Adoption of the District “Water Shortage Plan.”

Chapter 40E-21, Florida Administrative Code, as amended from time to time, is incorporated herein by reference as part of the Town Code.

(E) Declaration of water shortage; water shortage emergency.

The declaration of a water shortage or water shortage emergency within all or any part of the Town by the Governing Board or the Executive Director of the District shall invoke the provisions of this ordinance. Upon such declaration, all water use restrictions or other measures adopted by the District applicable to the Town, or any portion thereof, shall be subject to enforcement action pursuant to this ordinance. Any violation of the provisions of Chapter 40E-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this ordinance.

(F) Enforcement.

Every police officer having jurisdiction in the area governed by this ordinance shall, in connection with all other duties imposed by law, diligently enforce the provisions of this ordinance. The Town’s Code Compliance Division shall also enforce the provisions of this Code. In addition, the Town Manager may also delegate enforcement responsibility for this ordinance to agencies and departments of the Town government, or cities in the service areas governed by this ordinance in accordance with state and local law.

(G) Penalties.

(1) Violation of any provision of this ordinance shall be subject to the following penalties:

*Phase I, II, Modified Phase II, Phase III or Phase IV water restrictions, as determined by the District:*

- (1) First violation - courtesy warning
- (2) Second violation, a fine of - \$ 50.00.
- (3) Third violation, a fine of - \$125.00.
- (4) Fourth violation, a fine of - \$250.00.
- (5) Fifth and subsequent violations, a fine not to exceed .-\$400.00.

(2) Each day in violation of this ordinance shall constitute a separate offense. In the initial stages of a water shortage or water shortage emergency, law enforcement officials may provide violators with no more than one (1) written warning. The Town, in addition to the civil

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

sanctions contained in this ordinance, may take any other appropriate legal action, including, but not limited to, emergency injunctive action, to enforce the provisions of this ordinance. The police department may adhere to Section 32-8.1, of the Miami-Dade County Code, which indicates that should the District implement a water shortage plan, and declare a water shortage, the provisions of Chapter 32 of the County Code go into effect, and all police officers may issue criminal sanctions as provided under state law and county code.

(H) Appeals.

Appeals under the Town's civil citation system of citations issued shall be to the Town's Special Master as provided for under the Town's Code. Criminal citations under state law and Miami-Dade County Code, as authorized under Section 32-8.1, shall be heard as provided for under F.S. §§ 373.609, and 373.613 and Rule 40E-21, Part V, Florida Administrative Code of the District.

**Section 3.** **Severability.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

**Section 4.** **Conflict.** All sections or parts of sections of the code of ordinances, all ordinances or part of ordinances, and all resolutions, or parts of resolutions, in conflict with this ordinance are repealed to the extent of such conflict.

**Section 5.** **Codified.** This ordinance shall be codified and included in the Code of Ordinances.

**Section 6.** **Effective Date.** This ordinance shall take effect immediately upon enactment.

PASSED on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

PASSED on Second Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

EDWARD P. MACDOUGALL, Mayor

Attest:

---

ESTHER B. COULSON  
Town Clerk

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

---

WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	_____
Vice Mayor Ernest Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

TAB 9

**ORDINANCE NO. 11- \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING  
ORDINANCE 07-19 RELATING TO GARAGE SALES;  
PROVIDING FOR REGULATIONS RELATING TO  
NONPROFIT ORGANIZATION GARAGE SALES;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CONFLICTS; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, it is the intent of the Town Council of the Town of Cutler Bay (the “Town”) to regulate garage sales held by nonprofit organizations on nonresidential property within the Town; and

**WHEREAS**, regulating such garage sales will permit nonprofit organizations to continue to have such sales, while minimizing the secondary impacts of such sales on the surrounding neighborhood; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

**WHEREAS**, the Town Council finds that this Ordinance is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:**

**Section 1. Findings.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Ordinance 07-19.** The Town Council hereby amends Ordinance 07-19 as follows:

**Section 2. Residential Garage Sales.**

**I. Residential Garage Sale**

**(A) Definition.**

A “garage sale” shall mean the sale of personal property at the residential property on which the sale is occurring. The term includes lawn sale, yard sale, front yard sale, backyard sale, home sale, attic sale, rummage sale, patio sale, driveway sale, estate sale, or any similar designation.

**(B) Number of sales.**

Each residential homeowner or tenant may be permitted for up to four (4) garage sales per calendar year, with two (2) consecutive days of sales being defined as a garage sale.

**(C) Permit required.**

Prior to holding a garage sale, the homeowner or tenant shall obtain a permit from the planning department. There shall be no fee for the permit. The garage sale permit shall be prominently displayed on the premises while the sale is in progress. Applicants for garage sale permits shall provide the following information to the Town at the time of application:

- (1) Name of the person conducting the sale or owner of the property at which the sale will be located;
- (2) Location where the garage sale is to be conducted;
- (3) Dates the sale is to be held;
- (4) Dates of any past garage sales at the subject location within the past 12 months;
- (5) Nature of the personal property to be sold; and
- (6) Proof of residence.

Applications for garage sales to be located at multifamily residential buildings shall be accompanied by the written permission of the property owner or manager.

**(D) Time.**

It shall be unlawful for any person to conduct a garage sale other than between the hours of 7:00 a.m. and 7:00 p.m. It shall likewise be unlawful for any person to attend a garage sale, without regard to whether any goods are purchased by that person, other than between the hours of 7:00 a.m. and 7:00 p.m. A garage sale shall consist of a maximum of two (2) consecutive days and shall only take place on a Friday, Saturday, Sunday, or a national holiday.

**(E) Merchandise display**

Merchandise to be sold at a garage sale shall be displayed in a garage, carport, private driveway, or yard. Merchandise shall not be displayed within the public right-of-way or swale area. All items shall be removed by the end of the last day of the sale. In the event that a garage sale consists of two (2) days, all items kept overnight between the first and second day shall be covered in a water proof material.

**(F) Signs.**

Signs advertising garage sales shall be displayed only during the times of the sale and shall be permitted as follows:

- (1) Only (1) sign may be located on the residential property on which the sale is occurring;
- (2) Up to three (3) signs advertising a garage sale are permitted to be placed on private property, with the consent of the property owner, off-site from the location of the garage sale; and
- (3) Signs shall not be larger than 22 inches by 28 inches.

Garage sale signs shall not be permitted within the public right-of-way or swale and shall be subject to the provisions set forth in Section 2-103.15 of the Code. Signs advertising such sales must be removed within twelve (12) hours after the completion of the sale.

#### **(G) Penalties.**

Failure to comply with the provisions of this Ordinance shall subject the violator to the provisions of Chapter 8CC of the Code. In the event that a violation of the Ordinance is not provided for in Chapter 8CC of the Code, the failure to comply with the provisions in this Ordinance shall result in a fine of fifty dollars (\$50.00) for the first offense; one hundred dollars (\$100.00) for the second offense; and one hundred and fifty dollars (\$150.00) for the third offense.

#### **II. Nonprofit Organization Garage Sales**

A nonprofit organization that qualifies for tax exempt status under Section 501(c)(3) of the Internal Revenue Code may hold a garage sale on nonresidential property regardless if the organization owns or leases the property if: (1) all of the requirements for a residential garage sale provided above are complied with; and (2) all of proceeds from the garage sale go to the nonprofit organization holding the sale.

**Section 3. Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 20th day of April, 2011.



PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

\_\_\_\_\_  
ESTHER B. COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____